PPRNet Participation Agreement

PPRNet is a practice based research network (PBRN) whose mission is to improve the quality of healthcare in its member practices and elsewhere in the US. Since 1995 PPRNet in the Department of Family Medicine at the Medical University of South Carolina (MUSC) has collaborated with practices across the US to establish an environment of shared trust, and data privacy and protection for the mutual benefit of all. PPRNet members contribute data electronically to PPRNet investigators and participate in PPRNet research as appropriate. PPRNet investigators turn clinical data into actionable information through practice performance reports on clinical quality measures. PPRNet conducts research aimed to empirically test theoretically sound quality improvement interventions and to disseminate successful interventions across the US.

The attached Business Associate Agreement provides details concerning privacy and security and is incorporated herein by reference. As a participating practice, you agree to submit data to PPRNet for the purposes of creating practice performance reports designed to improve patient outcomes and to be used in PPRNet research. PPRNet will offer reports and feedback information to you as a participating practice. PPRNet will offer opportunities to participate in research conducted in member practices that elect to participate, as they deem appropriate. Practices that request PPRNet to submit patient-specific data on their behalf to the Centers for Medicare and Medicaid Services (CMS) through the PPRNet-Qualified Clinical Data Registry (QCDR) mechanism, agree to the following: provide PPRNet with the needed data, documentation, and audits; authorize PPRNet to share the practice’s data with CMS; and allow public disclosure of performance rates on quality measures. The association between MUSC-PPRN and you as a PPRNet member remains a collaborative relationship of mutual respect, trust, and privacy and is intended for success for both entities. The practices that participate with PPRNet utilize the information provided by PPRNet as they see fit. MUSC DISCLAIMS ANY AND ALL LIABILITY FOR THE PRACTICE’S USE OF INFORMATION PROVIDED BY MUSC AND FOR LIABILITY ASSOCIATED WITH THE SUBMISSION OF DATA TO CMS. Practice shall be solely responsible for the accuracy of the data submitted.

By signing below, you agree to participate in the PPRNet and to be bound by this Agreement.

MEMBER PRACTICE:

_______________________________________
By: ____________________________________
Its: ____________________________________

Address for Notices:

_______________________________________

MEDICAL UNIVERSITY OF SOUTH CAROLINA:

_______________________________________
By: ____________________________________
Its: ____________________________________

Address for Notices:

_______________________________________
Medical University of South Carolina
Attn: PPRNet - Department of Family Medicine
5 Charleston Center, Suite 263; MSC 192
Charleston, SC 29425
Phone: (843) 876-1212 Fax: (843) 876-1211

Page 1 of 6
BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made effective the 1st day of January 2017, (“EFFECTIVE DATE”) by and between MEMBER PRACTICE, (“Covered Entity”), and THE MEDICAL UNIVERSITY OF SOUTH CAROLINA, through the PPRNet (“Business Associate”), an agency of the State of South Carolina.

WHEREAS, the parties have entered into an agreement whereby Business Associate provides certain services to Covered Entity, and Business Associate receives, has access to, or creates PHI in order to provide those services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, (45 C.F.R. Parts 160 and164) (“HIPAA”);

WHEREAS, the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (collectively “HITECH”), adopted as part of the American Recovery and Reinvestment Act of 2009, 42 USC §§ 17921-17954, imposes certain requirements on Business Associates;

WHEREAS, HIPAA requires Covered Entity to enter into a contract with Business Associate to require certain protections for the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of PHI by Business Associate if such a contract is not in place;

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Terms used but not otherwise defined in this Agreement shall have the meanings given them in the HIPAA Standards for Privacy and Security (“Standards”). 45 CFR Parts 160 and 164.

2. Applicability of Terms. This Agreement applies to and supersedes all contracts and relationships between Business Associate and Covered Entity, written or unwritten, formal or informal, in which Covered Entity provides any Protected Health Information (“PHI”) to Business Associate in any form whatsoever.
3. **Business Associate Obligations.** Business Associate agrees to:

   (a) Not use or disclose PHI other than as permitted or required by the Agreement or as required by law.

   (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.

   (c) Report to Covered Entity any use or disclosure of unsecured PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware which may result in a breach of unsecured PHI. Such report shall be made within ten (10) business days of discovery of a breach of unsecured PHI.

   (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

   (e) Make available PHI in a designated record set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524. Any requests for PHI shall forward such request for PHI to Covered Entity within ten (10) business days of receipt of the request.

   (f) Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526. The Business Associate will forward any request for amendment to the Covered Entity for response.

   (g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528. Business Associate shall forward information necessary to respond to an individual’s request for an accounting of disclosures to Covered Entity along with information necessary to respond to such request within ten (10) days of receipt of such request.

   (h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

   (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
4. **Permitted Uses and Disclosures by Business Associate**

   (a) Business Associate may only use or disclose PHI for the purpose of providing services in accordance with Covered Entity’s membership and participation in Business Associate’s network and research initiatives. Business Associate may use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c) and may use this de-identified information for purposes of providing aggregate information to Covered Entity.

   (b) Business Associate may use or disclose PHI as required by law.

   (c) Business Associate may only release the minimum necessary information to accomplish the intended purpose of the disclosure in accordance with 42 USC § 17935(b) and 45 CFR § 164.502(b).

   (d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

      (i) Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

      (ii) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

5. **Covered Entity Obligations.**

   (a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.

   (b) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

   (c) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for data aggregation or management and administration and legal responsibilities of the Business Associate.

   (d) Covered Entity shall implement reasonable and appropriate technical and administrative safeguards to protect and ensure the accuracy, adequacy and security of computer equipment, hardware, software, programs, and data it furnishes, transmits or otherwise sends to Business Associate, and for the use and security of any reports or other data that Covered Entity receives from Business Associate.
(e) Covered Entity shall be responsible for obtaining any approvals, consents, or authorizations from patients that may be required by state or federal law in order for Covered Entity to participate in or transmit information to Business Associate for purposes of participation in Business Associate’s network and receipt of Business Associate’s services. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI.

6. **Term and Termination**

   (a) **Term.** This Agreement shall remain in force and effect as long as Covered Entity is a participant in Business Associate’s network or participates in Business Associate’s research activities or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

   (b) **Termination for Cause.** This Agreement shall terminate upon written notice if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within thirty (30) days of notice of the breach or violation.

   (c) **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

      (i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

      (ii) Return to Covered Entity or destroy, the remaining PHI that the Business Associate still maintains in any form;

      (iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

      (iv) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 4 above which applied prior to termination; and

      (v) Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

   (d) **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement.
7. **Notice.** All notices pursuant to this Agreement must be given in writing and shall be effective when received if hand-delivered or three (3) days after dispatch if sent by reputable overnight delivery service, facsimile or U.S. Mail to the appropriate address or facsimile number as set forth at the end of this Agreement.

8. **Miscellaneous.**

   (a) Business Associate and Covered Entity agree that Individuals who are the subject of PHI are not third-party beneficiaries of this Agreement.

   (b) The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties agree that privacy and security requirements applicable to covered entities pursuant to the Privacy Standards are also applicable to business associates and are hereby incorporated by reference. The parties further agree to take such action as may be necessary from time to time to implement the Standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of Health Information.

   (c) In the event that any provision of this Agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

   (d) This Agreement may not be amended, altered or modified except by written agreement signed by Business Associate and Covered Entity.

   (e) No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

   (f) The persons signing the PPRNet Participation Agreement has the authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

   (g) Neither Covered Entity nor Business Associate shall use the names or trademarks of the other party or of any of the respective party’s affiliated entities in any advertising, publicity, endorsement, or promotion unless prior written consent has been obtained for the particular use contemplated.

   (h) All references herein to specific statutes, codes or regulations shall be deemed to be references to those statutes, codes or regulations as may be amended from time to time.

   (i) This Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina.