

Health Insurance Portability and Accountability Act (HIPAA)

Pasco County Public Transportation (PCPT) and the contract providers will comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996's Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"). As such, each agrees to the following:

- A. That neither party will use or disclose protected health information for any purpose other than as authorized by law, by this contract, or by separate agreement between the parties.
- B. That each party will not use or disclose protected health information in a manner which would be a prohibited use or disclosure if made by the other.
- C. That each party will maintain safeguards as necessary to ensure that the protected health information is not used or disclosed except as provided by law, by this contract, or by separate agreement between the parties.
- D. That each party will report to the other any use or disclosure of the protected health information of which it becomes aware that is not provided for by law, by this contract, or by separate agreement between the parties.
- E. That each party will ensure that any of its subcontractors or agents to whom it provides protected health information received from the other agree to the same restrictions and conditions that apply to each other with respect to such information.
- F. That each party will follow an agreed upon process established to provide access to protected health information to the subject of that information when the other has made any material alteration to the information. This process will include how each party would determine in advance how the other would know or could readily ascertain when a particular individual's protected health information has been materially altered by the other and how it could provide access to such information. This process will establish how each party would provide access to protected health information to the subject of the information in circumstances where the information is being held by the other.
- G. That each party will provide health information to the subject of the information in accordance with the subject's right to access, inspect, copy, and amend their health information.
- H. That each party will make available to the other its internal practices, books and records relating to the use, disclosure, and tracking of disclosure of protected health information received from the other or its agents for the purposes of enforcing compliance with HIPAA.

- I. That each party will assist the other in meeting its obligation to provide, at an individual's request, an accounting of all uses and disclosures of personal health information which are not related to treatment, payment, or operations within sixty (60) days of the request of an accounting.
- J. That each party will incorporate any amendments or corrections to protected health information when notified by the other that the information is inaccurate or incomplete.
- K. That at the termination of this contract, unless a new contract is agreed upon, each party will return or destroy all protected health information received from the other that it still maintains in any form.
- L. That either party may terminate this contract if it learns that the other has repeatedly violated a term of this contract provision.
- M. That each party will disclose only the minimum amount of information necessary to accomplish the permitted use of the protected health information. This minimum use requirement does not apply to information provided for treatment or to disclosures required by law.
- N. That each party will limit the use and disclosure of protected health information to the minimum number of employees necessary by class of employee and type of information to accomplish the permitted use of the information.
- O. That each party will meet at least the minimum security requirements for the protection of protected health information as required by HIPAA.
- P. That each party is bound by the terms of the "Notice of Practices" of the other with regard to protected health information it receives from the other.