USF HEALTH DIAGNOSTIC LABORATORY

REFERRING PROVIDER REQUEST FORM

Fax: 813-974-4272

Email: dermpath@health.usf.edu

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| **DATE OF REQUEST:** |
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| **REQUESTED ACTION** | | |
| **[ ]ADD [ ]EDIT [ ]RE-ACTIVATE [ ]DEACTIVATE** | | |
| **REFERRING PROVDER INFORMATION** | | |
| **PROVIDER LAST NAME (INCLUDE SFX.):** | **PROVIDER FIRST NAME:** | |
|  |  | |
| **TITLE (MD,DO,DPM,ARNP,etc):** | **NPI NUMBER (10 digit number)** | |
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| **PRIMARY OFFICE:** | | |
| **COMPANY NAME:** | | |
|  | | |
| **ADDRESS LINE 1 (Street or PO)** | | **ADDRESS LINE 2 (Suite or floor#)** |
|  | |  |
| **CITY, STATE ZIP** | **PHONE # include area code** | **FAX # include area code** |
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| --- | --- | --- |
| **SECONDARY OFFICE:** | | |
| **COMPANY NAME:** | | |
|  | | |
| **ADDRESS LINE 1 (Street or PO)** | | **ADDRESS LINE 2 (Suite or floor#)** |
|  | |  |
| **CITY, STATE ZIP** | **PHONE # include area code** | **FAX # include area code** |
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| **REQUESTED SPECIMEN PICKUP DAYS:** |
| **[ ] Monday [ ] Tuesday [ ] Wednesday [ ] Thursday [ ] Friday [ ] Call In** |
| **REQUESTED REPORT DELIVERY:** |
| **[ ] Courier [ ] Fax [ ] Webstation (if requested, completion of Business Associate Services form required)** |

Revised: 8/14/14

**BUSINESS ASSOCIATE AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into effective on the \_\_\_\_\_\_ day of July, 2014 ("Effective Date"), by and between the **University of South Florida Board Of Trustees**, a public body corporate, for and on behalf of itself and University’s covered components (“University”), and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Business Associate”). University and Business Associate are hereinafter each individually referred to as a "Party" and collectively as the "Parties."

INTRODUCTION

1. University maintains covered components and has affiliated support organizations, and each undertake various activities that involve the use and disclosure of protected health information as defined in 45 CFR 164.501 and the use and disclosure of electronic protected health information as defined in 45 CFR 160.103 (collectively, “PHI”);
2. University has within it covered components, which are subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR part 160 and part 164, subparts A and E and the amendments to HIPAA contained in the Health Information Technology for Economic and Clinical Health Act (the “HITECH” Act), passed as part of the American Recovery and Reinvestment Act of 2009 (collectively, the "Privacy Rule"), and the Standards for the Protection of Electronic Protected Health Information found at 45 CFR part 164, subpart C (collectively, the “Security Rule”);
3. Business Associate, due to its business relationship with University, provides a function or service for or on behalf of University that requires the use or disclosure of PHI, and, as such, qualifies as a business associate relationship under HIPAA and the Privacy Rule;
4. In an effort to ensure compliance with HIPAA, the Privacy and Security Rule, and the HITECH Act, the Parties desire to enter into this Agreement to set forth the various Business Associate responsibilities as more particularly set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as covenants, and the mutual promises herein made and exchanged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Any terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms under HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act.
2. **Business Associate Obligations.** Business Associate provides a function or services for or on behalf of University that requires the use or disclosure of PHI or Business Associate creates, uses, receives, maintains, stores, discloses or transmits University PHI, and the Parties’ relationship qualifies as a Business Associate relationship under the Privacy and Security Rule, the following provisions shall apply:
   1. **Limitation on Use and Disclosure of PHI**. Business Associate shall not access, acquire, use, or disclose PHI, including use of PHI for marketing purposes, other than to satisfy its obligations to University as permitted or required by this Agreement, or as Required by Law, as such term is used in 45 CFR 164.103. Except as otherwise limited by this Agreement and provided such access, acquisition, use or disclosure would not violate the Privacy and Security Rules if performed by University, Business Associate may acquire, access, use, or disclose PHI to provide services to or to perform functions, activities or services for or on behalf of University. Business Associate represents that, to the extent Business Associate requests that University disclose PHI to Business Associate, such a request is only for use of the minimum PHI necessary to accomplish Business Associate's purpose. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation Services (as defined by 45 C.F.R. 164.501) to University as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).
   2. **Confidentiality, Integrity and Availability of PHI.** If Business Associate receives any PHI from University, or creates or receives any PHI on behalf of University, Business Associate shall maintain the confidentiality, integrity, and availability of such PHI in accordance with all applicable laws and regulations, including, but not limited to, HIPAA, the Privacy Rule, the Security Rule, the HITECH Act and any other regulations promulgated under HIPAA.
   3. **Safeguards.** Business Associate shall implement, maintain and use appropriate administrative, physical, and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to PHI that Business Associate creates, uses, receives, maintains, stores, discloses, or transmits on behalf of University to prevent the use or disclosure of PHI other than as provided for by this Agreement.
   4. **Reporting of Violations**.
   5. **Notice to University.** Business Associate shall, without unreasonable delay, but not greater than fifteen (15) calendar days from the date a Breach was discovered, report to University any use or disclosure, any Breach of unsecured PHI, or any Security Incident of PHI created, used, received, maintained, stored, disclosed or transmitted on behalf of University that is not provided for and permitted by this Agreement, the Privacy Rule, or the Security Rule.
   6. **Mitigation.** Notice of any Breach, Security Incident or any other access, acquisition, use or disclosure not permitted by the Agreement, Required by Law or in violation of HIPAA, the Privacy Rule, the Security Rule or the HITECH Act shall include identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during such Breach, Security Incident or violation of this Agreement, HIPAA, the Privacy Rule, the Security Rule or the HITECH Act. Business Associate shall mitigate, to the extent practicable, any harmful effect of any use or disclosure of PHI by Business Associate in violation of this Agreement.
   7. **Notice to Individuals, OCR and the Media.** Following notification of such Breach, Security Incident, or any other access, acquisition, use or disclosure not permitted by this Agreement, Required by Law, or in violation of HIPAA, the Privacy Rule, the Security Rule or the HITECH Act, University shall notify Business Associate whether notifications to Individuals, the Department of Health and Human Services, Office for Civil Rights (OCR), or, if required, the media shall be made by Business Associate or University. Business Associate shall not provide notification to Individuals, OCR, or the media without express written notification by University to provide such notification.
   8. **Restrictions for Business Associate's Agents and Subcontractors.** In accordance with 45 CFR 164.502 and 164.308, Business Associate shall ensure that any agents and subcontractors it may engage on its behalf that access, receive, maintain, or transmit PHI on behalf of Business Associate agrees in writing to the same restrictions, terms, conditions, and requirements relating to PHI that apply to Business Associate with respect to such information and as provided for in this Agreement. To the extent Business Associate is aware of any noncompliance by its agent or subcontractor, Business Associate agrees to respond in the same manner as University would respond to Business Associate.
   9. **Access to PHI**. To the extent that Business Associate has PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of University, and in the time and manner designated by University, to such PHI to University or, as directed by University, to an Individual, in order to meet University’s obligations under the Privacy and Security Rule, including but not limited to, University’s obligations of satisfying an Individual’s request for an electronic copy of PHI. In the event Business Associate receives a request for access of PHI in a Designated Record Set from an Individual; Business Associate shall forward such request to University no later than five (5) business days from the receipt of such request.
   10. **Amendments to PHI**. To the extent that Business Associate has PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that University directs or agrees to pursuant to 45 CFR 164.526 and in the time and manner designated by University. In the event that any Individual requests an amendment of PHI directly to Business Associate, Business Associate shall forward such request to University no later than five (5) business days from the receipt of such request and await direction from University on how to proceed.
   11. **Documentation and Accounting of Disclosures**. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for University to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528, and to provide such information to University or an Individual, in a time and manner designated by University, to permit University to respond to such request. In the event that any Individual requests an accounting of PHI directly from Business Associate, Business Associate shall forward such request to University no later than five (5) business days from the receipt of such and await direction from University on how to proceed.
   12. **Standards for Privacy.** Business Associate may not use or disclose PHI in a manner that would violation Subpart E of 45 CFR Part 164 if done by University, except that Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the responsibilities of Business Associate, provided any disclosures are Required by Law.
   13. **Standards for Security**. To the extent Business Associate is to carry out one or more of University’s obligations under Subpart E of 45 CFR Part 164 involving electronic PHI, Business Associate shall comply with the requirements of Subpart C that apply to University in the performance of such obligations, except that Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the responsibilities of Business Associate, provided any disclosures are Required by Law.
   14. **Access to Business Associate's Practices, Books, and Records**. Business Associate shall have in place security practices that comply with the HIPAA Security Rule. Business Associate shall review and modify security measures as needed to ensure the continued provision of reasonable and appropriate protection of PHI.
   15. **Business Associate Duties in the Event of a Breach.** In addition to the reporting provisions set forth in this Agreement, and regardless of any agreement, statement, or limitations of liability to the contrary in this Agreement or any related service agreements, Business Associate shall pay actual costs for notification and of any associated mitigation incurred by University, such as credit monitoring, if University determines that the Breach, Security Incident, or violation of this Agreement is significant enough to warrant such measures. Business Associate further agrees to establish procedures to investigate the Breach, Security Incident, or violation of this Agreement, mitigate losses, and protect against future Breaches, Security Incidents, violations of this Agreement, and to provide a description of these procedures and the specific findings of the investigation to University in the time and manner reasonably requested by University.
   16. **De-Identification.** Business Associate agrees to abide by the Health and Human Services (HHS) guidance issued November 26, 2012, and any amendment thereto, and pursuant to the requirements set forth in 65 C.F.R. §164.514(b) and/or (c) regarding methods for the de-identification of PHI in accordance with the Privacy Rule.
   17. **Direct Liability.** Business Associate understands and agrees that there is direct liability for civil monetary penalties to Business Associates, and its subcontractors and agents, for violations that include, but are not limited to, a breach or violation of this Business Associate Agreement, impermissible use and disclosure, failure to provide Breach notification to University, failure to provide access to a copy of PHI to University, an Individual or designee as provided for in the Privacy Rule and this Agreement, failure to disclosure PHI to the Secretary of the Department of Health and Human Services as requested, failure to provide an accounting of disclosures, and failure to comply with the Security Rule. Nothing herein or in any related agreements, including any related service agreements shall be construed to limit the direct liability of Business Associate or its agents or subcontractors.
3. **Permitted Uses and Disclosures by Business Associate.**
   1. **Performance of Services.** Business Associate may only use or disclose PHI as necessary to perform the services set forth under the terms of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agreement. In no case is Business Associate authorized to use PHI to de-identify the information in accordance with 45 CFR 164.514 unless specifically set forth in a service agreement.
   2. **Required by Law.** Business Associate may use or disclose PHI as Required by Law.
   3. **Minimum Necessary Standards.** Business Associate agrees to make uses or disclosures and requests for PHI consistent with the following minimum necessary provisions:

Business Associate shall employ professional judgment to use, disclose, and/or request only the PHI that is the minimum necessary to accomplish the designated tasks so that the use/disclosure is only for the purpose related to the appropriate function being performed under this Agreement and any related service agreements.  Business Associate shall make reasonable efforts to limit the access of persons, or classes of persons, to the category or categories of PHI to which access is needed to perform designated tasks, and will apply any conditions appropriate to such access, including implementing role based access to PHI.  An Individual’s entire medical record shall not be requested, used, accessed or disclosed unless such request, use, access or disclosure is specially justified as the amount that is minimally necessary to accomplish the intended purpose of use, disclosure or request, and is consistent with any USF Standard Practices and Procedures.

1. **Term and Termination.**
   1. **Term.** The term of this agreement shall begin on the Effective Date, and shall terminate when the underlying service agreement between the parties terminates, or on the date University terminates for cause as authorized in Section 4.2 of this Agreement, whichever is sooner.
   2. **Termination of Agreement for Cause***.* Business Associate authorizes termination of this Agreement by University, if University determines that Business Associate has violated a material term of this Agreement, and Business Associate has not cured the breach or ended the violation within fifteen (15) calendar days’ notice by University of such breach or violation. If such violation is not cured to the reasonable satisfaction of University within fifteen calendar days, University may cease any further disclosure of PHI to Business Associate and may terminate those aspects of the relationship between the Parties that are the subject of these Business Associate provisions. Upon such a material violation and a failure of Business Associate to cure such violation after receipt of notice, University may, in addition to any other rights or remedies it may have, report the violation to the appropriate governmental entity.
   3. **Obligations of Business Associate Upon Termination**.
   4. **Return or Destruction of PHI**. Upon termination of this Agreement, Business Associate shall return or, if agreed to by University, destroy or transfer to another business associate all PHI received from University or created, maintained, or received by Business Associate on behalf of University, that Business Associate maintains in any form. Business Associate shall not retain copies of University PHI.
   5. **Proper Management and Administration of Business Associate.** To the extent Business Associate seeks to retain PHI necessary for Business Associate to continue its proper management and administration to carry out its legal responsibilities, Business Associate shall notify University of its intent to retain PHI and seek written approval from University. Business Associate shall return or, if agreed to by University, destroy any PHI retained by Business Associate when it is no longer needed for its proper management and administration or to carry out its legal responsibilities.
   6. **Extension of Protections.** If return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
   7. **Agents and Subcontractors.** The provisions set forth in Section 4 of this Agreement shall also apply to PHI in the possession of any subcontractors or agents of Business Associate.
   8. **Survival.** The obligation of Business Associate under this Section shall survive the termination of this Agreement.
2. **Amendment.** Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of the State of Florida relating to any such law, or the publication of any interpretative policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, including, but not limited to, any changes to HIPAA, the HITECH Act, and the Privacy or Security Rule, the Parties shall work together to amend this Agreement in such a manner as to comply with such law or regulation.
3. **Regulatory References.** A reference in this Agreement to a section in the Privacy and Security Rule means the section as in effect on the Effective Date, as it may be amended from time to time, and for which compliance is required.
4. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy and Security Rule and the HITECH Act.
5. **Choice of Law, Jurisdiction, Venue.** This Agreement has been entered into in the State of Florida and shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of Florida and applicable federal law. Any suit, action or proceeding with respect to or arising out of this Agreement shall have as its venue, Hillsborough County, Florida.
6. **Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto and shall in no way be construed to entitle any other third party to any compensation or benefit, does not create any third-party beneficiaries and shall not confer any rights or remedies upon any person or entity other than the Parties, and their respective successors and permitted assigns.
7. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe or interpret this Agreement.
8. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the matters contained herein, and supersedes all other written and oral agreements between the parties with respect to the subject matter herein. It is acknowledged that other contracts, such as service agreements, may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.
9. **Enforceability.** To the extent that any provision, covenant or restriction set forth in this Agreement is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected and all other provisions, covenants and restrictions contained herein shall be valid and enforced to the fullest extent permitted by law.
10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
11. **Notices.**
    1. **General.** All notices required or permitted to be given to University under this Agreement shall be sent to:

Compliance Officer, USF Health

Privacy Officer, USF HIPAA Covered Entity

12901 Bruce B. Downs Blvd.

MDC 74

Tampa, Florida 33612

**Security Incidents.** All notices of any reported security incidents shall be provided to:

HIPAA Information Security Officer

USF Health

12901 Bruce B. Downs Blvd., MDC 62

Tampa, Florida 33612-4799

* 1. All notices required or permitted to be given to the Business Associate under this Agreement shall be sent to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Company Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Address]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

BUSINESS ASSOCIATE University of South Florida

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Board of Trustees, a Public Body Corporate

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|  | BY: | |  | BY: |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  | Charles J. Lockwood, M.D., M.H.C.M. |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  | Senior Vice President, USF Health |
|  |  | |  | Dean, Morsani College of Medicine |
|  |  | |  |  |
| Date: |  | |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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