

## Summary of Changes to the Business Associate Agreement for Alameda County

- *Minimum Necessary Rule.* Business Associate agrees to comply with the Minimum Necessary Rule and use or disclose only the minimum Protected Health Information (“PHI”) necessary to accomplish intended purposes. (Sec. V.C.)
- *HIPAA Security Rule.* Business Associate must now agree to comply with all compliance specifications of the HIPAA Security Rule. (Sec. V.D.)
- *Notification of Breach.* Business Associate agrees to report security breaches under specifications set forth by 45 CFR 164.410 (Sec. V.F.)
- *Subcontractors.* Business Associate must secure written business associate agreements with any subcontracts receiving PHI. (Sec. V.G.)
- *Performing County’s HIPAA Obligations.* If Business Associate is required to carry out County’s HIPAA obligations, it must comply with any HIPAA requirements that would apply to County. (Sec. V.I.)
- *Restricted Use of PHI for Marketing.* Business Associate must obtain an individual’s authorization to use or disclose PHI for marketing purposes. (Sec. V.J.)
- *Restricted Sale of PHI.* Business Associate may not sell PHI except with County’s prior written consent. (Sec. V.K.)
- *De-identification of PHI.* Business Associate may not de-identify PHI without County’s agreement. (Sec. V.L.)
- *Individual Access to PHI.* Business Associate must provide individuals with access to PHI. (Sec. VI.A.)
- *Accounting of Disclosures of PHI.* Business Associate must document and provide to County disclosures of PHI, to enable County to sufficiently respond to individual requests for an accounting of disclosures. (Sec. VI.B.)
- *Amendment to PHI.* Business Associate must amend PHI in Designated Record Sets as directed by County. (Sec. VI.C.)