



**RULES OF ENGAGEMENT
SUPPORT BUSINESS ASSOCIATE AGREEMENT**

TO BE FILLED OUT BY A SUPPORTED ACCOUNT REPRESENTATIVE

DATE	
Supported Account (Technical) Contact	
Supported Account (Technical) Contact Phone/Email	
InterSystems Advisor	
InterSystems Advisor Phone/Email	
Product/Version	
Product Support Period Start/End (dates) (start date is when PHI is/will be transferred to or accessible by InterSystems Product Support Workforce Members, end date may be estimated, but not more than 90-days from start date)	
Product Support Description ("Product Support") (must include short description of the specific PHI strictly necessary for the service and specific WRC/TRC Problem Number)	
InterSystems Product Support Workforce Members (InterSystems personnel that need access to/use of PHI to provide the Product described above, provide full names)	

In addition to the obligations for the Supported Account and InterSystems in the Support Business Associate Agreement Addendum between the Parties related to the relevant agreement with or service provided by InterSystems, these Rules of Engagement ("RoE") ensure that the Parties recognize when HIPAA compliance is associated with the Product Support for which InterSystems is a Business Associate to the extent that these RoE specifically indicate that InterSystems will have access to and use of PHI to provide the Product Support.

Customer Obligations

1. Supported Account shall provide InterSystems Workforce Members, identified above:
 - a. Training on/access to policy and procedure for HIPAA compliance requirements for Supported Account; and
 - b. Written notice of any limitations in Supported Account's Notice of Privacy Practices, any changes in, or revocation of, permission to use/disclose PHI or any restriction to the use/disclosure of PHI to which Supported Account (or as appropriate, the relevant Covered Entity) has agreed that may affect the Product Support to be provided.
2. Supported Account shall:
 - a. Represent and warrant that access to and use of PHI is authorized for InterSystems and not provide InterSystems Workforce Members direct and independent access to PHI or Supported Account systems;
 - b. Agree to abide by the Information Sharing Terms in relation to any disclosure of information to InterSystems;
 - c. Limit InterSystems access to and use of PHI to the minimum data necessary for InterSystems to provide the Product Support and, to the extent practicable, omit directly identifying PHI; and
 - d. Use appropriate safeguards for transmitting PHI to InterSystems for the Product Support, including prohibiting the use of unencrypted email messages or file transfers.

InterSystems Obligations

1. InterSystems shall have InterSystems Workforce Members, identified above:
 - a. Take any Training on Supported Account policy and procedure for HIPAA compliance as part of working on the Product;
 - b. Not request, access, or copy PHI unless required for the delivery of the Product Support to the Supported Account;
 - c. Not request individual or independent accounts on Supported Account systems;
 - d. Not transmit or disclosure PHI to anyone except for specifically identified Supported Account personnel and InterSystems Workforce Members associated with this Product Support; and
 - e. Use only encrypted or secure means with the default being use of WRC Direct or iService to transmit or disclose PHI.
2. InterSystems shall:
 - a. Document any Product Support that requires use or disclosure of PHI Identify any WRC Direct or iService "ticket" associated with the Product Support as Elevated Security to provide necessary protections; and
 - b. At the conclusion of the Product Support, destroy or delete any PHI in its possession.