

**Addison Health Systems
BUSINESS ASSOCIATE AGREEMENT**

Effective _____, **2004**, **is** this Business Associate Agreement ("Agreement").

RECITALS

- A _____ ("Covered Entity") will be sharing with and transferring to Business Associate, pursuant to the Agreement, individually identifiable health information that is confidential and must be afforded special treatment and protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including the Standards for Privacy of Individually Identifiable Health Information (the "HIPAA Privacy Rule"); and
- B Addison Health Systems, Inc. ("Business Associate") may create, receive, use or disclose the individually identifiable health information ("protected health information" or "PHI") while performing under the Agreement;
- C The parties wish to enter into an agreement to set forth the limitations on Business Associate's use and disclosure of PHI under the Agreement.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Obligations of Business Associate. Business Associate shall have the following obligations with respect to PHI:
 - a. To create, receive, use, or disclose PHI for treatment, payment or health care operations, in a manner that is consistent with this Agreement or the HIPAA Privacy Rule and only in connection with the provision of services to Covered Entity. Additionally, Business Associate may use or disclose PHI received from Covered Entity if:
 - (i) the use relates to: (1) the proper management and administration of Business Associate or the conduct of the legal responsibilities of Business Associate, or (2) data aggregation services relating to the health care operations of Covered Entity; or
 - (ii) the disclosure of information received in such capacity will be made in connection with (a)(i)(1), and such disclosure is required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify Business Associate of any breaches of confidentiality.

- b. To appropriately safeguard PHI made available to, created by or obtained by Business Associate on behalf of Covered Entity and maintained in any form of media, including paper as well as electronic. With respect to any task or other activity Business Associate performs on behalf of Covered Entity, Business Associate shall comply with the requirements of applicable law relating to the privacy and security of PHI to the extent Covered Entity would be required to comply with such requirements. Covered Entity shall periodically inform Business Associate of any new requirements of federal, state or local law that would result in Business Associate being subject to any obligation not otherwise expressly set out in this Agreement.
- c. To refrain from using or disclosing PHI other than as permitted or required by this Agreement or as required by applicable law;
- d. To report in writing to Covered Entity within 30 (30) days of discovering any use or disclosure of PHI not provided for by this Agreement;
- e. To ensure that any subcontractor or agent who has access to PHI received from Covered Entity, or who receives or creates PHI on behalf of Business Associate or Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to PHI;
- f. To make PHI available to Covered Entity, as necessary, to allow Covered Entity to respond to requests for inspection and copying in accordance with the HIPAA Privacy Rule;
- g. To incorporate any amendments or corrections to PHI, if approved by Covered Entity;
- h. To ensure that Business Associate or Covered Entity obtains an authorization for any use or disclosure for a purpose other than treatment, payment or health care operations; Business Associate shall inform Covered Entity of any requests for disclosure Business Associate receives and obtain the approval of Covered Entity before disclosure of the PHI subject to the authorization.
- i. To make available to Covered Entity, upon request, a log of disclosures of PHI made by Business Associate in the performance of its obligations under the Agreement to allow Covered Entity to respond to requests for accounting of disclosures in accordance with the HIPAA Privacy Rule; Business Associate shall provide the log to Covered Entity within 30 (30) days of any request by Covered Entity; the log shall include (i) the date of disclosure; (ii) the name and address of the person to whom disclosure was made; (iii) a brief description of the PHI disclosed; and (iv) the purpose for which the PHI was disclosed, as well as a copy of the authorization for disclosure;

- j. To retain all books and records related to use and disclosure of PHI for a minimum of 3 (3) years and make Business Associate's internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity available to Department of Health and Human Services ("HHS") and/or representatives of the Office of Civil Rights of HHS for the purpose of determining Covered Entity's compliance with the HIPAA Privacy Rule if given written request from the HHS. Business Associate shall immediately notify Covered Entity upon receipt by Business Associate of any such request; and
 - k. To adopt procedures to mitigate deleterious effects from the use or disclosure of PHI in a manner contrary to this Agreement or the HIPAA Privacy Rule;
2. Termination for Violation of the Terms or Provisions of this Agreement. In addition to all causes for termination set forth in the Agreement, Covered Entity may immediately terminate the Agreement with Business Associate in the event that:
- a. Business Associate has intentionally violated a material term of this Agreement which cannot be cured or is not cured within sixty (60) days after written notice from Covered Entity of the specific violation; or
 - b. Covered Entity reasonably suspects that Business Associate has improperly used or disclosed PHI in violation of any term or provision of this Agreement.

Notwithstanding any provision of the Agreement to the contrary, termination under either (a) or (b) above shall be without penalty to Covered Entity. At the termination of the Agreement, Business Associate shall return or destroy, if feasible, all PHI received from Covered Entity that Business Associate still maintains in any form and shall retain no copies of such information, except that Business Associate shall be entitled to retain any data, books, documents or records relating to the Agreement for archival purposes, and for such other purposes as may be necessary to permit Business Associate to perform any obligations or to exercise any right which may survive termination of the Agreement. Business Associate shall certify to Covered Entity, within thirty (30) days' after the effective date of termination, that all PHI has been returned or destroyed and that Business Associate no longer retains any PHI in any form. If return or destruction of the PHI is not feasible, the provisions of this Agreement shall continue to apply to the PHI that is not returned or destroyed, notwithstanding the termination of the Agreement.

3. Validity of Agreement. Except as otherwise expressly stated in this Agreement, the terms and conditions of the Agreement remain in full force and effect. Notwithstanding anything to the contrary

contained in the Agreement, to the extent that the terms and provisions of this Agreement are inconsistent with, or conflict with, the terms and conditions of the Agreement, the terms and provisions of this Agreement shall govern and control.

COVERED ENTITY

BUSINESS ASSOCIATE

Company: _____

Company: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____