

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) is made and entered into by and between Arizona AFO, Inc. and _____ on _____. In consideration of the mutual covenants contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. Definitions:

- Business Associate. "Business Associate" shall mean Arizona AFO.
- "ePHI" shall mean Protected Health Information transmitted by or maintained in electronic media.
- Practice. The "Practice" shall mean _____.
- Patient. "Patient" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, as limited to the information created or received by Business Associate from or on behalf of Practice.
- Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- Security Incident. "Security Incident" shall mean a violation of the Security Rule, or the breach of confidentiality, integrity or accessibility of ePHI.
- Security Rule. "Security Rule" shall mean the statutes for security of individually identifiable health information at 45 CFR 164, subpart C.
- Unsecured Protected Health Information. Protected Health Information that has not been rendered unusable, unreadable or indecipherable to unauthorized individuals.

2. Obligations and Activities of Business Associate

Business Associate agrees:

1. Not to use or disclose Protected Health Information other than as permitted or required by this Agreement and the HIPAA Privacy Rule.
2. To use appropriate administrative physical and technical safeguards to prevent use or disclosure of the Protected Health Information and ePHI as specified by the HIPAA Privacy and HIPAA Security Rules.
3. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
4. To report to Practice any use or disclosure of the Protected Health Information not provided for by this Agreement of which is becomes aware.
5. To ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Practice, agrees, in writing, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

6. To provide access, at the request of Practice, and in the time and manner requested by the Practice, to Protected Health Information to the Practice or, as directed by Practice, to Patient in order to meet the requirements under 45 CFR 164.524. Such access may include access to, and copies of, Protected Health Information maintained by Business Associate in electronic form.
7. To make any amendment(s) to Protected Health Information in a Designated Record Set that the Practice directs or agrees to pursuant to 45 CFR 164.526 at the request of Practice or a Patient, and in the time and manner requested by the Practice.
8. To disclose only the minimum necessary Protected Health Information when disclosure must be made. Whenever possible, Business Associate will redact or delete the following items from the Protected Health Information disclosed to others:
 - o Names;
 - o Postal address information, other than town or city, state, and zip code;
 - o Telephone numbers;
 - o Fax numbers;
 - o Electronic mail addresses;
 - o Social Security numbers;
 - o Medical record numbers;
 - o Health plan beneficiary numbers;
 - o Account numbers;
 - o Certificate/license numbers;
 - o Vehicle identifiers and serial numbers, including license plate numbers;
 - o Device identifiers and serial numbers;
 - o Web Universal Resource Locators (URLs);
 - o Internet Protocol (IP) address numbers
 - o Biometric identifiers, including finger and voice prints; and
 - o Full face photographic images and any comparable images;
9. Not to sell Protected Health Information that it receives from the Practice to any other person or entity.
10. To make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Practice available to the Practice, or to the Secretary, in a timely manner requested by the Practice or designated by the Secretary, for purposes of the Secretary determining Practice's compliance with the Privacy Rule and Security Rule.
11. To document all disclosures of Protected Health Information and information related to such disclosures as would be required for Practice to respond to a request by a Patient for an accounting of disclosures of Protected Health Information in accordance with federal and state laws and regulations.
12. To report to Practice any security incident or breach of protected health information of which it becomes aware.
13. To authorize termination of the Agreement by Practice, if Practice determines that the Business Associate has violated a material term of the contract.
14. To give notice to a Patient if Business Associate causes or allows an unauthorized disclosure of unsecured Protected Health Information.
15. To follow, to the extent possible, the guidelines published by the Secretary relating to the technology for rendering electronic Protected Health Information unusable, unreadable or indecipherable to unauthorized individuals.

3. Permitted Uses and Disclosures by Business Associate

Underlying services agreement: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Practice as specified in the agreement with Arizona AFO, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by Practice or the minimum necessary policies and procedures of the Practice.

4. Obligations of the Practice

Practice shall:

1. Notify Business Associate of any limitation(s) in its notice of privacy practices of Practice in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
2. Notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
3. Notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Practice has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

5. Permissible Request by Practice

Practice shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Security Rules if done by Practice.

6. Term and Termination

1. Term: This Agreement shall be effective as of June 1, 2017 and shall terminate when all of the Protected Health Information provided by Practice to Business Associate, or created or received by Business Associate on behalf of Practice, is destroyed or returned to Practice, or, if it is impractical to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
2. Termination for Cause: Upon Practice's knowledge of a material breach by Business Associate, Practice shall either:
 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and any related agreement if Business Associate does not cure the breach or end the violation within the time specified by Practice;
 2. Immediately terminate this Agreement and any related agreement entered into by the parties if Business Associate has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cure are feasible, Practice shall report the violation to the Secretary.
3. Effect of Termination:
 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Practice, or created or received by Business Associate on behalf of Practice. This provision shall apply to Protected Health Information that is in the possession of subcontractors or

agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is impractical, Business Associate shall provide to Practice notification of the conditions that make return or destruction impractical. Upon providing notice that return or destruction of Protected Health Information is impractical, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosure of such Protected Health Information to those purposes that make the return or destruction impractical, for so long as Business Associate maintains such Protected Health Information.

7. Miscellaneous

1. Regulatory References: A Reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
2. Amendment: The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Practice to comply with the requirements of the HIPAA Privacy Rule or Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
3. Survival: The respective rights and obligations of Business Associate under subsection 4(c) of this Agreement shall survive the termination of the Agreement.
4. Interpretation: Any ambiguity in this Agreement shall be resolved to permit Practice to comply with the HIPAA Privacy Rule or Security Rule.

8. Indemnification

Business Associate shall defend and indemnify the Practice from and for any and all liability, claims, proceedings, suits, damages, or causes of action resulting in any way from Business Associate's breach of this Agreement or breach of the HIPAA Privacy Rule of HIPAA Security Rules.

The parties have caused this Agreement to be executed on the date first written above.

Arizona AFO, Inc.

By: Josh White



Signed:

Title: Privacy Officer, Arizona AFO, Inc.

20171004

The Practice

By: _____

Signed: _____

Title: _____