

**BUSINESS ASSOCIATE AGREEMENT
FOR "CLINIC" _____**

This Agreement is entered into by and between "**Clinic**" _____ and ("**Covivitas**") to set forth the terms and conditions under which "protected health information", as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Regulations enacted thereunder, created or received by Covivitas on behalf of "**Clinic**" _____ may be used or disclosed.

This Agreement shall commence on **07/01/2004** and the obligations herein shall continue in effect so long as **Covivitas** uses, discloses, creates or otherwise possesses any protected health information created or received on behalf of "**Clinic**" _____ and until all protected health information created or received by **Covivitas** on behalf of "**Clinic**" _____ is destroyed or returned to "**Clinic**" _____ pursuant to Paragraph 15 herein.

1) "**Clinic**" _____ and **Covivitas** hereby agree that **Covivitas** shall be permitted to use and/or disclose protected health information created or received on behalf of "**Clinic**" _____ for the following purpose(s):

The permitted disclosures include the minimum necessary disclosures required for programming and assisting with queries of the "Clinic" _____ Practice Management System. This will also include the routine business practices of supporting "Clinic" _____ Practice Management System, which could include remote dial-in access to the "Clinic" _____ system.

2.) **Covivitas** may use and disclose protected health information created or received by **Covivitas** on behalf of "**Clinic**" _____ if necessary for the proper management and administration of **Covivitas** or to carry out **Covivitas**'s legal responsibilities, provided that any disclosure is:

- a) Required by law, or
- b) **Covivitas** obtains reasonable assurances from the person to whom the protected health information is disclosed that (i) the protected health information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (ii) **the Covivitas** will be notified of any instances of which the person is aware in which the confidentiality of the information is breached.

3.) **Covivitas** hereby agrees to maintain the security and privacy of all protected health information in a manner consistent with **California** and federal laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Regulations thereunder, and all other applicable law.

4.) **Covivitas** further agrees not to use or disclose protected health information except as expressly permitted by this Agreement, applicable law, or for the purpose of managing **Covivitas**'s own internal business processes consistent with Paragraph 2 herein.

5.) **Covivitas** shall not disclose protected health information to any member of its workforce unless **Covivitas** has advised such person of **Covivitas**'s privacy and security obligations under this Agreement, including the consequences for violation of such obligations. **Covivitas** shall take appropriate disciplinary action against any member of its workforce who uses or discloses protected health information in violations of this Agreement and applicable law.

6.) **Covivitas** shall not disclose protected health information created or received by **Covivitas** on behalf of "**Clinic**" _____ to a person, including any agent or subcontractor of **Covivitas** but not including a member of **Covivitas**'s own workforce, until such person agrees in writing to be bound by the provisions of this Agreement and applicable **California** or Federal law.

7.) **Covivitas** agrees to use appropriate safeguards to prevent use or disclosure of protected health information not permitted by this Agreement or applicable law.

8.) **Covivitas** agrees to maintain a record of all disclosures of protected health information, including disclosures not made for the purposes of this Agreement. Such record shall include the date of the disclosure, the name and, if known, the address of the recipient of the protected health information, the name of the individual who is the subject of the protected health information, a brief description of the protected health information disclosed, and the purpose of the disclosure. **Covivitas** shall make such record available to an individual who is the subject of such information or "**Clinic**" _____ within five (5) days of a request and shall include disclosures made on or after the date which is six (6) years prior to the request or April 14, 2003, whichever is later.

9.) **Covivitas** agrees to report to "**Clinic**" _____ any unauthorized use or disclosure of protected health information by **Covivitas** or its workforce or subcontractors and the remedial action taken or proposed to be taken with respect to such use or disclosure.

10.) **Covivitas** agrees to make its internal practices, books, and records relating to the use and disclosure of protected health information received from "**Clinic**" _____, or created or received by **Covivitas** on behalf of "**Clinic**" _____, available to the Secretary of the United States Department of Health and Human Services, for purposes of determining the Covered Entity's compliance with HIPAA.

11.) Within thirty (30) days of a written request by “Clinic” _____, **Covivitas** shall allow a person who is the subject of protected health information, such person's legal representative, or “Clinic” _____ to have access to and to copy such person's protected health information maintained by **Covivitas**. **Covivitas** shall provide protected health information in the format requested by such person, legal representative, or practitioner unless it is not readily producible in such format, in which case it shall be produced in standard hard copy format.

12.) **Covivitas** agrees to amend, pursuant to a request by “Clinic” _____, protected health information maintained and created or received by **Covivitas** on behalf of “Clinic” _____. **Covivitas** further agrees to complete such amendment within thirty (30) days of a written request by “Clinic” _____, and to make such amendment as directed by “Clinic” _____.

13.) In the event **Covivitas** fails to perform the obligations under this Agreement, “Clinic” _____ may, at its option:

- a) Require **Covivitas** to submit to a plan of compliance, including monitoring by “Clinic” _____ and reporting by **Covivitas**, as “Clinic” _____, in its sole discretion, determines necessary to maintain compliance with this Agreement and applicable law. Such plan shall be incorporated into this Agreement by amendment hereto; and
- c) Require **Covivitas** to mitigate any loss occasioned by the unauthorized disclosure or use of protected health information.
- d) Immediately discontinue providing protected health information to **Covivitas** with or without written notice to **Covivitas**.

14.) “Clinic” _____ may immediately terminate this Agreement and related agreements if “Clinic” _____ determines that the **Covivitas** has breached a material term of this Agreement. Alternatively, “Clinic” _____ may choose to: (i) provide **Covivitas** with ten (10) days written notice of the existence of an alleged material breach; and (ii) afford the **Covivitas** an opportunity to cure said alleged material breach to the satisfaction of “Clinic” _____ within ten (10) days. The **Covivitas**'s failure to cure shall be grounds for immediate termination of this Agreement. “Clinic” _____'s remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

15.) Upon termination of this Agreement, **Covivitas** shall return or destroy all protected health information received from “Clinic” _____, or created or received by **Covivitas** on behalf of “Clinic” _____ and

that **Covivitas** maintains in any form, and shall retain no copies of such information. If the parties mutually agree that return or destruction of protected health information is not feasible, **Covivitas** shall continue to maintain the security and privacy of such protected health information in a manner consistent with the obligations of this Agreement and as required by applicable law. The duties hereunder to maintain the security and privacy of protected health information shall survive the discontinuance of this Agreement.

16.) **“Clinic”** _____ may amend this Agreement by providing ten (10) days prior written notice to **Covivitas** in order to maintain compliance with **California** or Federal law. Such amendment shall be binding upon **Covivitas** at the end of the ten (10) day period and shall not require the consent of **Covivitas**. **Covivitas** may elect to discontinue the Agreement within the ten (10) day period, but **Covivitas**'s duties hereunder to maintain the security and privacy of PROTECTED HEALTH INFORMATION shall survive such discontinuance. **“Clinic”**

_____ and **Covivitas** may otherwise amend this Agreement by mutual written agreement.

17.) **Covivitas** shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless **“Clinic”** _____ and his/her respective employees, directors, and agents ("Indemnities") from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys fees, including at trial and on appeal) asserted or imposed against any Indemnities arising out of the acts or omissions of **Covivitas** or any subcontractor of or consultant of **Covivitas** or any of **Covivitas**'s employees, directors, or agents related to the performance or nonperformance of this Agreement.

“Clinic” _____ Date _____

Covivitas _____ Date _____