

Business Associate Agreement

This Business Associate Addendum to the Practice Director License and Support Agreement between Client (as defined in the Practice Director License and Support Agreement) hereafter, “Covered Entity” and Williams Group, hereafter “Business Associate” hereby agree as follows:

Definitions

Catch-all definition:

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103.
- (b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103.
- (c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by this Addendum or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Addendum;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions,

conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in designated record set to the covered entity so that covered entity can comply with 45 CFR 164.524;

(f) Make protected health information available to covered entity in a designated record set for any amendment(s) and incorporation of amendments as may be reasonably requested by covered entity pursuant to 45 CFR 164.526,

(g) Make available the information required to provide an accounting of disclosures as necessary to satisfy covered entity's obligations under 45 CFR 164.528 of which Business Associate is aware. Because Business Associate cannot readily identify which individuals are identified or what types of patient health information are disclosed covered entity is responsible for identifying which individuals, if any, may have been disclosed.

(h) Make its internal practices available to the Secretary of the U.S. Department of Health for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information to perform functions, activities or services for or on behalf of Covered Entity as specified in the Practice Director Software License and Support Agreement provided that such use or disclosure would not violate the HIPAA Privacy Rule.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164—Privacy of Individually Identifiable Protected Health Information.

(d) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(e) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business associate may provide data aggregation services relating to the health care

operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- (b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- (c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

Term and Termination

- (a) Term. The Term of this Addendum shall be effective as of the date of covered entity signature on the final page of this addendum or September 23, 2013 whichever is later, and shall terminate upon the termination of the Practice Director Support & License Agreement or the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. Either party has the right to terminate this Addendum for any reason upon 90 days prior written notice to the other party.
- (b) Termination for Cause. Business associate authorizes termination of this Addendum by covered entity, if covered entity determines business associate has violated a material term of the Addendum and business associate has not cured the breach within 90 days or ended the violation within 90 days.
- (c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business

- associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
 3. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained; and
 4. Destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(d) Nondisclosure. Covered Entity agrees that the terms of this Addendum are not publicly known and constitute Business Associates confidential information.

(e) Entire Addendum. This Addendum is intended by the parties as a final, complete and exclusive expression of their Business Associate agreement and supersedes all prior Business Associate agreements and understandings whether oral or written.

(f) Practice Director Customer. It is understood and agreed that this Addendum is entered into by Business Associate if and only if Covered Entity has a valid and active Practice Director License and Support Agreement with Business Associate.

In witness whereof, the parties have executed this Addendum as of the Effective Date, and not earlier than February 22, 2018.

Covered Entity (Both Name & Signature)



For, Practice Director Software, Business Associate

"Effective Date" (Later of Date Signed or February 22, 2018)