

This Business Associate Agreement (the “Agreement”) is incorporated into and forms a part of each Service Contract entered into under the terms of the Master Services Agreement (“MSA”) between LISS and Client pursuant to which LISS is acting as a Business Associate within the meaning of HIPAA, as provided in Section 15.3 of the MSA. Capitalized terms used and not otherwise defined herein shall have the same meanings as set forth in the MSA.

1. DEFINITIONS

The following terms used in this Agreement have the same meanings 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” generally has the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Agreement, means LISS.
- b) Covered Entity. “Covered Entity” generally has the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Agreement, means Client.
- c) HIPAA Rules. “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to:

- a) Not use or disclose protected health information other than as permitted or required by this Agreement 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 the Agreement;
- c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement 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) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, 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 a designated record set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;
- g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;
- h) To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. PERMITTED USES AND DISCLOSURES

- a) Business Associate shall only use or disclose protected health information if and to the extent necessary to perform the Services described in the applicable Service Contracts.
- b) Business Associate may use or disclose protected health information as required by law.
- c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity’s minimum necessary policies and procedures.
- d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except that 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.

4. COVERED ENTITY OBLIGATIONS

- 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 not include any Protected Health Information in support requests or other communications with Business Associates' personnel.

5. PERMISSIBLE REQUESTS

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 (except as permitted by paragraph (d) of the section of this Agreement entitled "Permitted Uses and Disclosures").

6. TERM AND TERMINATION

- a) Term. The Term of this Agreement shall commence as of the date of the MSA, and shall terminate upon the termination of the last Service Contract to which this Agreement is applicable.
- b) Termination of a Service Contract for Cause. Business Associate authorizes termination of a Service Contract to which this Agreement is applicable by Covered Entity, if Covered Entity determines Business Associate has violated a material term of this Agreement in regard to the Service Contract and Business Associate has not cured the breach or ended the violation within ten (10) business days after written notice.
- c) Effect of Termination. Upon termination of a Service Contract to which this Agreement is applicable 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, in connection with such Service Contract 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. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
 3. 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;
 4. 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 subject to the same conditions set forth in paragraph (d) of the section of this Agreement entitled "Permitted Uses and Disclosures"; and
 5. Return to Covered Entity or, if agreed to by Covered Entity, 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) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

7. GENERAL

- a) A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.
- b) The Parties agree to take such action as is necessary to amend this Agreement from time to time in order to maintain compliance with the requirements of the HIPAA Rules and any other applicable law.
- c) Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

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