



BUSINESS ASSOCIATE AGREEMENT

Covered Entity	Health First Health Plans, Inc.; Health First Commercial Plans, Inc.; Health First Administrative Plans, Inc.; and Health First Insurance, Inc.
Business Associate	Agent/Broker Name
Underlying Agreement	Health First Administrative Plans Agent and Agency Agreement
Effective Date	August 1, 2018

This BUSINESS ASSOCIATE AGREEMENT ("Agreement") is executed this 1st day of, August by and between Covered Entity and Business Associate, and is effective as of the Effective Date specified above.

RECITALS

WHEREAS, Covered Entity and Business Associate are parties to an agreement (the "Underlying Agreement"), pursuant to which Business Associate provides certain services to Covered Entity and, in connection with those services, Covered Entity discloses to Business Associate (hereinafter defined) certain individually identifiable protected health information that is subject to protection under HIPAA (hereinafter defined), the HITECH Act (hereinafter defined), and Florida Statutes including section 501.171; and

WHEREAS, the Covered Entity desires to receive adequate assurances that Business Associate will comply with the requirements of HIPAA, the HITECH Act, and applicable law, including the amendments and regulations, in the course of providing services on behalf of Covered Entity.

NOW THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Covered Entity and Business Associate agree to the foregoing and as follows.

1. DEFINITIONS

- 1.1 Generally.** Unless otherwise provided herein, terms used herein (whether or not capitalized) shall have the same meanings as are given to them under HIPAA or the HITECH Act and Florida Statutes section 501.171, including amendments and regulations.
- 1.2 Breach.** "Breach" has the same meaning as the term "breach" in 45 C.F.R. §164.402 and additionally Florida Statutes §501.171.
- 1.3 Designated Record Set.** "Designated Record Set" means a group of records maintained by or for a covered entity, as defined by the HIPAA, that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
- 1.4 Electronic PHI.** "Electronic PHI" or "E PHI" means PHI that is transmitted by or maintained in electronic media as defined by the Security Rule.
- 1.5 HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as the same may be amended from time to time, and including all regulations promulgated and official guidance issued, thereunder.
- 1.6 HITECH Act.** "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, P.L. 111-005, as the same may be amended from time to time, and including all regulations promulgated, and official guidance issued, thereunder.
- 1.7 Individual.** "Individual" has the same meaning as the term "individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- 1.8 Personal Information.** Personal Information has the same meaning as in Florida Statutes §501.171.
- 1.9 Privacy Rule.** "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.
- 1.10 Protected Health Information or PHI.** The term "Protected Health Information" or "PHI" has the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, maintained, transmitted or received by Business Associate (and its subcontractor Associates) from or on behalf of Covered Entity.

- 1.11 Required By Law.** "Required By Law" has the same meaning as the term "required by law" in 45 C.F.R. §164.103 and also Florida law including but not limited to Florida Statutes §501.171.
- 1.12 Security Incident.** "Security Incident" shall have the meaning given to such term in 45 C.F.R. §164.304, but shall not include, (a) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate and (b) immaterial incidents that occur on a routine basis, such as general "pinging" or "denial of service" attacks.
- 1.13 Security Rule.** "Security Rule" means the Security Standards at 45 C.F.R. parts 160, 162 and 164.
- 1.14 Unsecured PHI.** "Unsecured PHI" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. §164.402 and also Florida law including, but not limited to, Florida Statutes §501.171.

2. USES AND DISCLOSURES OF PHI

- 2.1 General.** Business Associate, its employees, agents and subcontractor Associates (collectively referred to herein and included as "Business Associate") shall not use or disclose Personal Information or PHI in any manner that would constitute a violation of the Privacy Rule, the HITECH Act, Florida law, this Agreement or the Underlying Agreement. Subject to the foregoing, Business Associate may use and disclose PHI and Personal Information solely as and to the extent necessary to perform Business Associate's duties under the Underlying Agreement, as permitted by this Agreement or as required by Law. Business Associate agrees to make uses and disclosures and requests for PHI and Personal Information consistent with applicable Florida and federal law. If Covered Entity provides written notice to Business Associate of a restriction on PHI disclosure pursuant to 45 C.F.R. §164.522, Business Associate shall restrict disclosure of such PHI as provided in such notice. The additional HITECH Act requirements and Florida law that relate to privacy and that are made applicable with respect to covered entities are incorporated herein by this reference and are acknowledged by Business Associate to be applicable to Business Associate (see §13404(a) of the HITECH Act and F.S. §501.171). To the extent the Business Associate is to carry out the Covered Entity's obligations under the law, Business Associate shall comply with all Federal and State privacy and security laws applicable to Covered Entity. Business Associate agrees that sections 164.504(e)(2) through (e)(4) apply to Business Associate, and that Business Associate shall require a written affirmation that any subcontractor Associate shall also comply with these sections. Business Associate may use PHI or Personal Information to carry out its legal responsibilities.

"Nonpublic Personal Financial Information" (or "NPFI") shall have the same meaning set out in Florida Administrative Code section 69J-128.002, as amended or replaced from time to time. For the purposes of this BA Agreement, the same provisions that apply to PHI shall apply to NPFI.

2.2 **Safeguards.** Business Associate shall develop, implement, maintain and use appropriate safeguards to prevent the access, acquisition, use or disclosure of PHI and Personal Information other than as provided for in this Agreement. For the purposes of this Agreement, Safeguards shall include but not be limited to, compliance with all elements of the Security Rule (physical, administrative, and technical requirements) and Florida law. Any additional HITECH Act requirements that relate to security and that are made applicable with respect to covered entities are incorporated herein by this reference and are acknowledged by Business Associate to be applicable to Business Associate (see §13404(a) of the HITECH Act), subject to the modifications to such requirements that are set forth in **Section 2.3.2** of this Agreement.

2.2.1 Without limiting the generality of the foregoing, Business Associate shall:

(a) implement safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic Personal Information and PHI that it creates, receives, maintains or transmits on behalf of Covered Entity;

(b) ensure that any agent, including a subcontractor Associate, to whom Business Associate provides this information agrees in writing to implement the same safeguards that are applicable to the Covered Entity;

(c) promptly report to Covered Entity any Security Incident of which it becomes aware;

(d) make Business Associate's policies and procedures, and documentation required by the Security Rule relating to such safeguards, available to Covered Entity and, if requested by Covered Entity, to the Secretary, for purposes of determining Covered Entity's compliance with the Security Rule;

(e) At the request of Health First, complete an annual self-assessment security questionnaire to ensure all security controls and data exchanges are appropriate;

(f) Consent to periodic audits by Health First to ensure security requirements are being met; and

(g) Provide timely notification (30 business days) in the event any proposed changes will effect ePHI or Personal Information.

2.2.2 Business Associate shall ensure, at a minimum, that:

(a) PHI or EPHI will be maintained in locked and secured areas when PHI or EPHI is not in use;

(b) Facsimile machines receiving EPHI shall not be located in a public area;

(c) EPHI stored electronically shall be password protected; and

(d) PHI and EPHI will be used internally on a need to know basis only.

2.2.3 To the extent that Business Associate submits standard transactions on behalf of Covered Entity or assists Covered Entity with submission of standard transactions, Business Associate will comply with Florida law, HIPAA, and HITECH Act with regard to the transaction and set standards for such transactions.

2.2.4 **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HITECH Act expressly applies.

2.3 Reporting.

2.3.1 Unauthorized Access, Acquisition, Use or Disclosure. Promptly (not longer than five (5) business days) after becoming aware of any unauthorized access, acquisition, use or disclosure of Personal Information or PHI in violation of the terms of this Agreement or any law, Business Associate shall notify Covered Entity of the same in writing, providing in such notice reasonable details respecting such unauthorized access, acquisition, use or disclosure.

2.3.2 Breaches. Promptly (not later than five (5) business days) following its discovery (as such term is defined in 45 C.F.R. §164.410(a)) thereof, Business Associate shall notify Covered Entity in writing of any Breach of Unsecured PHI or Personal Information, which notice must conform to the requirements set forth in 45 C.F.R. §164.410(c) and F.S. §501.171, as applicable, and shall cooperate with Covered Entity in the providing of any notices that Covered Entity deems appropriate respecting such Breach. Additionally, and without limiting any other rights and remedies that may then be available to Covered Entity, Business Associate shall be responsible for any reasonable costs and expenses incurred by Covered Entity to comply with its legal obligations relating to such Breach including, without limitation, any costs and expenses incurred by Covered Entity in connection with providing notice of such Breach to affected individuals. Covered Entity, in its sole and absolute discretion, may elect to delegate to Business Associate the

requirement under F.S. §501.171, HIPAA and HITECH Act to notify affected individuals of a Breach of Unsecured PHI and Personal Information if such Breach results from or is related to an act or omission of Business Associate. If Covered Entity elects to make such delegation, Business Associate shall perform such notifications and any other reasonable remediation services (i) at Business Associate's sole cost and expense, and (ii) in compliance with all applicable Federal and State laws including F.S. §501.171, HIPAA and the HITECH Act. Business Associate shall also provide Covered Entity with the opportunity to review and approve the form and the content of any Breach Notification that Business Associate provides to Individuals.

2.3.3 Mitigation. If and as requested by Covered Entity, and to the extent practicable, Business Associate shall take steps to mitigate any harmful effect that is known to Business Associate of an: (a) access, acquisition, use or disclosure of PHI or Personal Information by Business Associate in violation of the requirements of this Agreement or any law; or (b) Breach. Business Associate shall permit Covered Entity to investigate any such circumstances, including by examining Business Associate's premises, records and practices.

2.4 Use of Subcontractor Associates or Agents. To the extent Business Associate uses one or more Subcontractor Associates or agents to provide services under the Underlying Agreement, and such Subcontractor Associates or agents receive, create, maintain, transmit or have access to PHI or Personal Information, Business Associate will ensure that each such Subcontractor Associates and agents agree, in writing, to all of the same restrictions, requirements, terms and conditions that apply to Business Associate in this Agreement. Business Associate shall ensure that any unauthorized acquisition, access, use, disclosure or request of PHI and Personal Information by its Subcontractor Associates is limited to information based on the minimum necessary standard. Business Associate shall monitor Subcontractor Associate's compliance with the applicable business associate restrictions, terms, conditions and responsibilities. If the Business Associate knows of the Subcontractor Associate's failure to comply with such restrictions, terms, conditions and responsibilities, Business Associate shall notify Covered Entity immediately and shall take reasonable steps to cure any deficiency and where appropriate Business Associate shall terminate the Subcontractor Associate. Any agreement between Business Associate and a Subcontractor Associate who will receive or access PHI or Personal Information will enter into a business associate agreement that complies with Florida law HIPAA and HITECH.

3. ACCESS, AMENDMENT AND OWNERSHIP OF PHI

3.1 Access to PHI. If Business Associate maintains PHI or Personal Information in a Designated Record Set, promptly (not later than ten (10) business days) following Covered Entity's request, Business Associate shall make available to Covered Entity an Individual's PHI and Personal Information in order to enable Covered Entity to comply with the requirements of §164.524 of the Privacy Rule and Florida law. Personal Information and PHI shall be provided in the form reasonably requested by Covered Entity. Business

Associate shall make available protected health information in accordance with section 164.524 and all applicable law.

- 3.2 Amendments to PHI.** If Business Associate maintains PHI (or Personal Information if required by law) in a Designated Record Set, promptly (not later than ten (10) business days) following Covered Entity's request, Business Associate shall make any amendments or corrections to PHI (and Personal Information if required by law) that Covered Entity directs or agrees to pursuant to §164.526 of the Privacy Rule or applicable law. Business Associate shall make available protected health information for amendment and incorporate any amendments to protected health information in accordance with section 164.526.
- 3.3 Ownership of PHI.** As between Covered Entity and Business Associate, Covered Entity is and shall remain the sole and exclusive owner of the PHI and Personal Information.

4. ACCOUNTING OF DISCLOSURES; BOOKS AND RECORDS

- 4.1 Accounting of Disclosures.** Business Associate shall document disclosures of PHI (and Personal Information if required by law) and information related to such disclosures as necessary to enable Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI (and Personal Information if required by law) in accordance with 45 C.F.R. §164.528 and §13405(c) of the HITECH Act and other applicable laws. Promptly (not longer than ten (10) business days) following Covered Entity's request, Business Associate shall provide to Covered Entity the information collected in accordance with this Section to enable Covered Entity to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528 or other applicable laws. If an Individual delivers a request for an accounting directly to Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days after receipt, and shall provide Covered Entity with the information with respect to disclosures made by Business Associate that is necessary for Covered Entity to respond within ten (10) business days of the request. Business Associate will make available the information required to provide an accounting of disclosures in accordance with section 164.528 and other applicable laws.
- 4.2 Books and Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosures of PHI and Personal Information available to Covered Entity the Secretary of Health and Human Services or designee ("Secretary") for purposes of determining Covered Entity's compliance with HIPAA. Upon Covered Entity's request, Business Associate shall provide Covered Entity with copies of any information it has made available to the Secretary and agencies of the State of Florida under this section. If requested, Business Associate shall submit compliance reports to Secretary and Agencies, cooperate with Covered Entity and the Secretary in compliance investigations and compliance reviews. For those Business Associates who are defined by Chapter 21 of the Centers for Medicare and Medicaid ("CMS") Compliance Program Guidelines as First Tier, Downstream, or Related Entities (collectively "FDR"), the Business Associate will

maintain their books and records for a period of ten years, for inspection by the Secretary and the Office of the Inspector General or their designees.

5. ELECTRONIC TRANSACTIONS RULE

If, under the terms of the Underlying Agreement, Business Associate conducts all or part of any transaction under the latest adopted HIPAA's Standards for Electronic Transactions(as the same may have been and/or may be amended from time to time, the "Electronic Transactions Rule", then Business Associate shall comply, and shall cause its employees, agents, representatives and subcontractor Associates to comply, with the applicable requirements of the Electronic Transactions Rule and other applicable laws.

6. PROHIBITED ACTIONS.

With respect to PHI and EPHI, Business Associate agrees to:

(i) not directly or indirectly receive remuneration in exchange for any PHI as prohibited by, and subject to the exceptions under the HITECH Act, Privacy Rule and state law as of their respective compliance dates;

(ii) not make or cause to be made any communication about a product or service that encourages recipients of the communication to purchase or use the product or service as prohibited by, and subject to the exceptions under the HITECH Act and the Privacy Rule, as of their respective compliance dates. Business Associate agrees to comply with applicable Law regarding marketing communications involving the use of disclosure of PHI; and

(iii) not make or cause to be made any written fundraising communications that is a health care operation without provision, in a clear and conspicuous manner, of an opportunity for the recipient to elect not to receive further fundraising communications in accordance with the HITECH Act and the Privacy Rule as of their respective compliance dates. Business Associate further agrees to comply with all applicable Law regarding the use of PHI for fundraising communications.

7. TERM AND TERMINATION

7.1 Violations; Termination. If Covered Entity reasonably determines that Business Associate (or a subcontractor Associate) has violated a material term of this Agreement and that such violation is curable, Business Associate shall have ten (10) business days following receipt from Covered Entity of written notice requiring it to do so to remedy the violation and provide evidence of cure to Covered Entity which must be satisfactory to Covered Entity in its sole discretion. If such violation is not curable or is not cured to the satisfaction of Covered Entity within that time, Covered Entity shall have the right to

terminate this Agreement and/or the Underlying Agreement without penalty or further liability or obligation on the part of Covered Entity.

- 7.2 Return/Destruction of PHI.** Within two (2) business days of the expiration or earlier termination of this Agreement and/or the Underlying Agreement for whatever reason, Business Associate shall return or destroy all PHI and Personal Information, if feasible, received from, or created or received by it on behalf of, Covered Entity that Business Associate maintains in any form, and retain no copies of such information. Promptly (not later than ten (10) business days) following Covered Entity's request, an authorized representative of Business Associate shall certify in writing to Covered Entity that all PHI and Personal Information has been returned or disposed of as provided above and that Business Associate no longer retains any such PHI or Personal Information in any form.
- 7.3 Return/Destruction of PHI or Personal Information Not Feasible.** To the extent return or destruction of Personal Information or PHI is not feasible, Business Associate shall extend the precautions of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. Business Associate shall remain bound by the provisions of this Agreement, even after termination of this Agreement and/or the Underlying Agreement, until such time as all PHI and Personal Information has been returned or otherwise destroyed as provided in this section.
- 7.4 Effect of Termination.** All rights, duties and obligations established in this Agreement shall survive any termination of this Agreement.

8. INDEMNIFICATION/INSURANCE

- 8.1 Indemnification.** Business Associate shall forever indemnify and hold Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any: (a) Breach or alleged breach of this Agreement by Business Associate; or (c) breach notification in response to a Breach by Business Associate. Any limitation or exclusion of damages contained in the Underlying Agreement shall not apply to the enforcement of this Agreement.
- 8.2 Insurance.** If Covered Entity requires, Business Associate shall obtain and maintain insurance coverage against improper acquisition, access, use and/or disclosure of PHI and Personal Information by Business Associate, naming Covered Entity as an additional named insured. Promptly following a request by Covered Entity for the maintenance of such insurance coverage, Business Associate shall provide a certificate evidencing such insurance coverage.

9. MISCELLANEOUS

- 9.1 Amendments.** If additional laws or regulations affecting covered entities and/or business associates are promulgated (whether pursuant to Florida law, HIPAA, the HITECH Act or otherwise) (each, a "Modification") and, as a result, Covered Entity determines that modifications to the terms of the Agreement are required in order for Covered Entity to comply with such Modification(s) (including by way of example and not of limitation, if additional provisions are required to be included in agreements between covered entities and business associates), promptly following Covered Entity's request, the parties shall engage in good faith negotiations regarding any such modifications that may be necessary or appropriate. If the parties are unable to agree on any such modifications following such good faith negotiations, which negotiations shall not exceed sixty (60) business days from the date of Covered Entity's request for negotiations, then following expiration of such sixty (60) business day period, Covered Entity shall have the right to terminate this Agreement and/or the Underlying Agreement without penalty or further liability or obligation on the part of Covered Entity.
- 9.2 Attorneys' Fees/Costs.** If a party brings an action, proceeding or claim against the other party arising out of or relating to this Agreement, or pertaining to a declaration of rights under this Agreement, the trier of fact may, in the exercise of its discretion, award the party it finds to be the prevailing party in such action, proceeding or claim that portion or all of its fees, costs and expenses (including court costs and reasonable fees for attorneys and expert witnesses) that it deems to be appropriate under the facts and circumstances. The term "prevailing party" for purposes of this Section shall include a defendant or plaintiff, as applicable, who has by motion, judgment, verdict or dismissal by the court, successfully: (a) defended against any claim that has been asserted against it, in the case of a defendant; and/or (b) asserted any claim against a defendant, in the case of a plaintiff.
- 9.3 Authority to Contract.** Business Associate represents and warrants to Covered Entity that it is authorized to enter into this Agreement and to be bound by the terms of it. Covered Entity represents and warrants to Business Associate that it is authorized to enter into this Agreement.
- 9.4 Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.
- 9.5 Construction.** This Agreement shall be construed as broadly as necessary to implement and comply with Florida law, HIPAA and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with Florida law, HIPAA and the HITECH Act.
- 9.6 Governing Law, Conflict and Choice of Laws.** This Agreement shall be governed by the laws of the State of Florida in regards to its execution, interpretation and enforcement, without giving effect to any principles of conflicts of law. Exclusive jurisdiction and venue for any dispute relating to this Agreement shall reside in the circuit court of Brevard County, Florida. The parties agree and expressly consent to the exercise of personal jurisdiction in said court in connection with any such dispute.

- 9.7 **No Construction Against Drafter.** This Agreement is not to be construed against the drafting party.

- 9.8 **Nonassignable.** Nothing contained in this Agreement shall be construed to permit assignment by Business Associate of any of Business Associate's rights or obligations under this Agreement, and such assignment is expressly prohibited.

- 9.9 **No Right to Rely.** Nothing stated herein shall give any person other than the parties hereto any right to rely on any of the rights or obligations hereunder and likewise no other person shall be a third-party beneficiary hereof.

- 9.10 **Notices.** Any written notice required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a national overnight courier, in each case addressed to the following address:

If to Covered Entity:

Attention: _____

with a copy to:

Health First, Inc.
 6450 Highway US1
 Rockledge, FL 32955
 Attention: Nicholas Romanello, Sr. VP,
 General Counsel

and

Health First, Inc.
 6450 Highway US1
 Rockledge, FL 32955
 Attention: Grant P. Dearborn, System VP
 Corporate Compliance Officer; Privacy
 Officer

or to such other addresses as may be specified by such party upon notice given to the other.

If to Business Associate:

Attention: _____

Facsimile: _____

with a copy to:


Attention: _____

Facsimile: _____

- 9.11 **Priority of Agreement.** If any portion of this Agreement is inconsistent with the terms of the Underlying Agreement, the terms of this Agreement shall prevail. Except as set forth above, the remaining provisions of the Underlying Agreement are ratified in their entirety.
- 9.12 **Waiver.** No waiver of any rights or obligations hereunder shall be deemed to have occurred unless in writing signed by the party against whom such waiver is asserted and no waiver shall be deemed a waiver of any other or subsequent rights or obligations.
- 9.13 **Discrimination/Intimidation.** Business Associate and its subcontractor Associates shall not intimidate, take adverse action against or discriminate against any person or entity that has made a complaint relating to this Agreement, has cooperated with a regulatory entity, cooperated with an investigation or opposed an unlawful action.
- 9.14 **State Law.** Business Associate agrees that it will implement and maintain appropriate disclosure and security measures to protect personal information and privacy of information consistent with state and federal laws, including the law of the State of Florida. The confidentiality obligations hereunder are independent of and do not limit or otherwise affect the Parties' other confidentiality obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement in Melbourne, Brevard County, Florida, on the day and year first hereinabove written.

COVERED ENTITY

By: 
 Its: VP, Sales &
 Business Development

BUSINESS ASSOCIATE

By: _____
 Its: _____

Document History

Version 1: Approved May 2003

Version 2: Approved April 2006

Version 3: Approved July 2007

Version 4: Approved May 2010
Revised to incorporate HITECH provisions

Version 5: Approved September 2013
Revised to incorporate Omnibus provisions
Released to Contract Holders and existing BAs

Version 6: Approved August 2014
Revised to incorporate FIPA provisions
Released to Contract Holders and existing Bas

Version 7: Approved April 2016
Revised to change contact information for notices related to BAA

Version 8: Approved September 2016
Revised to change contact information for notices related to BAA

Version 9: Approved 2017
Revised to update “Recitals”, “Uses and Disclosures of PHI”, and “Accounting of Disclosures Books and Records”.
Additions to “Definitions” and “Prohibited Actions”.
Removal of “Security Incident/Unauthorized Disclosure of PHI”, “Covered Entity Obligations”, and “Mutual Obligations”.

Version 10: Approved 2018
Revised to update VP, Sales and Business Development name and signature

Version 11: Approved 2018
Revised to update VP, Sales and Business Development signature, eliminated verbiage “Interim”