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**HEALTHCARE FISCAL MANAGEMENT, INC.  
HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“B.A. Agreement”), dated \_\_\_\_\_, 2017, (“Effective Date”) is entered into by and between Healthcare Fiscal Management, Inc. (“Covered Entity”) and \_\_\_\_\_. (“Business Associate”) (each a “Party” and collectively the “Parties”).

The Parties have agreed that the services in the underlying Agreement (“Agreement”) between Covered Entity and Business Associate may result in Business Associate having access to Protected Health Information. The purpose of this B.A. Agreement is to set forth the obligations of Business Associate with respect to such PHI in accordance with applicable federal law.

The Parties hereby agree as follows:

1. **DEFINITIONS.**

- 1.1 Unless otherwise specified in this B.A. Agreement, all capitalized terms used in this B.A. Agreement not otherwise defined shall have the same meaning as those terms in the HIPAA Rules: Breach, Designated Record Set, Disclosure, Protected Health Information (“PHI”), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- 1.2 Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this B.A. Agreement, shall mean Envision Pharmaceutical Services, LLC.
- 1.3 Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this B.A. Agreement, shall mean Healthcare Fiscal Management, Inc..
- 1.4 HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. **RESPONSIBILITIES OF BUSINESS ASSOCIATE.** With regard to its Use and/or Disclosure of PHI, Business Associate agrees to be responsible for and to:

- (a) use and disclose PHI only as necessary to provide the services, specifically as permitted or required by the Agreement and this B.A. Agreement in compliance with each applicable requirement of 45 C.F.R. §164.504(e) or as otherwise required by law;

- (b) implement and use appropriate technical, physical and administrative safeguards to (i) prevent Use and Disclosure of PHI other than as permitted or required by this B.A. Agreement; and (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it maintains or transmits on behalf of the Covered Entity;
- (c) use and disclose PHI in its possession for its proper management and administration or to carry out the legal and educational responsibilities of Business Associate, provided that any third party or Subcontractor to which Business Associates discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and used or further disclosed only as Required by Law; (ii) the information will be used only for the purpose for which it was disclosed to the third party or Subcontractor; (iii) the third party or Subcontractor will immediately notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached; and (iv) the third party or Subcontractor agrees to the same restrictions, safeguards and conditions on the Use and Disclosure of PHI that apply to Business Associate;
- (d) report within twenty-four (24) hours to Covered Entity; (i) any Use or Disclosure of PHI of which it becomes aware that is not permitted by this B.A. Agreement; and/or (ii) any Security Incident of which Business Associate becomes aware;
- (e) without unreasonable delay and in no case later than twenty-four (24) hours after discovery, Business Associate shall notify Covered Entity of a Breach of any Unsecured PHI and in the event of such Breach, Covered Entity shall determine the appropriate Party to provide any necessary breach notification;
- (f) require all of its workforce that create, receive, maintain, or transmit PHI to agree to the same restrictions and conditions on the Use and Disclosure of PHI that apply to Business Associate;
- (g) make available its internal practices, books, and records relating to the Use and Disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with HIPAA Rules;
- (h) mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate that is not permitted by the requirements of this B.A. Agreement;
- (i) provide reasonable access (at the request of the Covered Entity) to PHI in a Designated Record Set, to Covered Entity in accordance with 45 C.F.R. §164.524;
- (j) make any amendments(s) to PHI in a Designated Record Set as directed, obligated, or agreed to by Covered Entity pursuant to 45 C.F.R. §164.526;

- (k) within thirty (30) days after receiving a written request from Covered Entity, make available information necessary for Covered Entity to make an accounting of disclosures of PHI about an individual as provided in 45 C.F.R. §164.528;
- (l) in the event that Business Associate in connection with the services uses or maintains an electronic health record of information of or about an individual, then Business Associate shall provide an electronic copy (at the request of Covered Entity) of the PHI to Covered Entity, the individual or the individual's designee;
- (m) not directly or indirectly receive remuneration in exchange for any PHI in compliance with 45 C.F.R. §164.508; and
- (n) not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. §17936(a).

3. **COVERED ENTITY OBLIGATIONS.** With regard to its Use and Disclosure of PHI, Covered Entity agrees to:

- (a) notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI under this B.A. Agreement.
- (b) notify Business Associate of any restriction on the Use or Disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI under this B.A. Agreement.
- (c) perform its obligations and exercise its rights under this B.A. Agreement in a manner that shall use and disclose PHI in compliance with HIPAA Rules.
- (d) not request or require Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA Rules.

4. **TERM AND TERMINATION.**

4.1 Term. The term of this B.A. Agreement shall terminate upon the final expiration or termination of the Agreement unless earlier terminated in accordance with Section 4.2 of this B.A. Agreement. The term shall also terminate when Covered Entity desires to cease doing business under this B.A. Agreement with Business Associate.

4.2 Termination.

- (a) Upon Covered Entity's determination of a breach of a material term of this B.A. Agreement by Business Associate, Covered Entity may terminate this Agreement with 30 days notice to Business Associate.
- (b) If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this Agreement then the non-breaching Party shall provide written notice of the breach or violation to the breaching Party. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party, then the non-breaching Party may do the following: if feasible, terminate this Agreement and the relationship between the parties;

4.3 Effect of Termination or Expiration. Within thirty (30) days after the termination or expiration of this B.A. Agreement, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's Subcontractors, if any. If return or destruction of the PHI is not feasible, Business Associate shall notify Covered Entity in writing of the reasons return or destruction is not feasible and, if Covered Entity agrees, Business Associate shall extend any and all protections, limitations and restrictions contained in this B.A. Agreement to Business Associate's Use and/or Disclosure of any PHI retained after the termination or expiration of this B.A. Agreement, and to limit any further Uses and/or Disclosures solely to the purposes that make return or destruction of the PHI infeasible.

5. **MISCELLANEOUS.**

- 5.1 Incorporation into Agreement. The parties hereby agree that this B.A. Agreement is incorporated into and made a part of the Agreement between the Parties for the services to be provided.
- 5.2 Construction of Terms. To the extent they are not clear, the terms of this B.A. Agreement shall be construed to allow for compliance by both Parties with HIPAA Rules.
- 5.3 No Third Party Beneficiaries. Nothing in this B.A. Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.4 Survival. Sections 4.3, 5.2, 5.3, 5.4 and 5.5 shall survive the termination for any reason or expiration of this B.A. Agreement.
- 5.5 Indemnification. Each Party shall defend, hold harmless and indemnify the other Party against any and all claims, demands, lawsuits, costs, penalties and actions of any kinds reasonably incurred by one of the Parties which relates to or arises from

the negligent act or omission of, or breach by said Party of this B.A. Agreement and any other underlying HIPAA Agreements entered into between the Parties.

5.6 Counterparts. This B.A. Agreement may be executed in counterparts, each of which will constitute an original and all of which will be one and the same document.

**IN WITNESS WHEREOF**, each of the undersigned has caused this B.A. Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

**HEALTHCARE FISCAL  
MANAGEMENT INC.**

**ORGANIZATION**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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