

Business Associate Agreement

This Business Associate Agreement is effective upon its signing, and is entered into by and between the Covered Entity, _____ and **Leclerc Group** (the Business Associate.)

1. **Term:** This Agreement shall remain in effect unless terminated by the Covered Entity, and shall apply to all of the Services delivered by Leclerc Group and its employees pursuant to this Agreement.

2. **HIPAA Assurances:** In the event Leclerc Group creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information (PHI) in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations (HIPAA) and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Leclerc Group shall:

- (a) Use or disclose PHI only as instructed by the Covered Entity to perform the duties requested by the Covered Entity, and using the minimum PHI necessary to perform such duties.
- (b) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
- (c) Use or disclose PHI only as required or permitted by law, and in a manner that will not violate HIPAA;
- (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
- (e) Comply with applicable requirements of 45 C.F.R. Part 162 if Leclerc Group conducts Standard Transactions for or on behalf of the Covered Entity;
- (f) Report promptly to the Covered Entity any security incident or other use or disclosure of PHI not provided for by this Agreement of which Leclerc Group becomes aware;
- (g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations and agree to the same restrictions and conditions;
- (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
- (i) Account for any past PHI disclosures as requested by the Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;
- (j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining compliance with HIPAA;
- (k) Incorporate any amendments or corrections to PHI when notified by the Covered Entity or Individual to do so.

3. **Termination Upon Breach of Provisions:** Notwithstanding any other provision of this Agreement, the Covered Entity may immediately terminate this Agreement if it determines that Leclerc Group breaches any term in this Agreement. Alternatively, the Covered Entity may give written notice to Leclerc group in the event of a breach and give Leclerc Group a set about of time to cure such breach. The Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Leclerc Group if the Covered Entity reasonably determines that Leclerc Group has

breached its obligations under this Agreement. In the event that termination of this Agreement is not feasible, Leclerc Group hereby acknowledges that the Covered Entity may report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement to the contrary.

4. **Return or Destruction of Protected Health Information upon Termination:** Upon the termination of this Agreement, unless otherwise directed by the Covered Entity, Leclerc Group shall either return or destroy all PHI received from the Covered Entity or created or received by Leclerc Group on behalf of the Covered Entity in which Leclerc Group maintains in any form. Leclerc Group shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Leclerc Group determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Leclerc Group shall provide to the Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Leclerc Group to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Leclerc Group maintains such Protected Health Information.

5. **No Third Party Beneficiaries:** The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

6. **De-Identified Data:** Notwithstanding the provisions of this Agreement, Leclerc Group and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

7. **Amendment:** Leclerc Group and the Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in writing and signed by both parties.

8. **Interpretation:** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

9. **Definitions:** Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

10. **Survival:** The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date set forth below:

Covered Entity: _____ Business Associate: Leclerc Group

Printed Name: _____ Printed Name: Elizabeth A. Leclerc

Title/Capacity: _____ Title/Capacity: Owner/HIPAA Security Officer

Signature: _____ Signature: _____

Date: _____ Date: _____