

Business Associate Confidentiality Agreement

Abby Services Inc. will make available and/or transfer to Business Associate, pertinent patient/client Protected Health Information that is confidential and must be afforded special treatment and protection. Business Associate will have access to and/or receive from Abby Services Protected Health Information that can be used or disclosed only in accordance with this Agreement and the HHS Privacy Regulations. The parties for good and valuable consideration agree as follows:

Definitions. The following items shall have the meaning ascribed to them in this section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

- ❖ **Agreement** shall refer to this document.
- ❖ **Business Associate** is the independent contractor
- ❖ **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164.
- ❖ **Individual** shall mean the person who is the subject of the Protected Health Information, as defined by 45 C.F.R., 164.501.
- ❖ **Protected Health Information** shall mean any individually identifiable health information provided and/or made available by Abby Services to Business Associate, and has the same meaning as the term “protected health information” as defined by 45 C.F.R., 164.501.
- ❖ **Parties** shall mean business associate and Abby Services Inc.
- ❖ **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS&”) and any other officer or employee of HHS to whom the authority involved has been delegated.

Term The term of this Agreement shall commence upon signature of this agreement and shall expire when all of the Protected Health Information provided by Abby Services to Business Associate is destroyed or returned to Abby Services pursuant to the terms of this Agreement.

Use and Disclosure of Protected Health Information:

Limits On Use and Disclosure Established by Terms Of Agreement. Business Associate that is shall be prohibited from using or disclosing the Protected Health Information proved or made available by Abby Serves for any purpose other than as expressly permitted or required by this agreement.

Stated purpose for which Business Associate May Use or Disclose Protected Health Information. The Parties hereby agree that Business Associate shall be permitted to use and/or disclose Protected Health Information provided or made available from Abby Services for the following stated purposes:

Use of Protected Health Information for Management, Administration and Legal Responsibilities. Business Associate is permitted to use Protected Health Information if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate.

Disclosure of Protected Health Information for Management, Administration and Legal Responsibilities. Business Associate is permitted to disclose Protected Health Information received from Abby Services for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, provided:

- ❖ The disclosure is required by law; or the Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which; it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the Protected Health Information and the person immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

Data Aggregation Services Business Associate is also permitted to use or disclose Protected Health Information to provide data aggregation service relating to the Nurse Registry referral operations of Abby Services.

Limits on Use and Further Disclosure Established By Agreement and Law. Business Associates hereby agrees that the Protected Health Information provided or made available by Abby Services shall not be further used or disclosed other than as permitted or required by the Agreement or as required by law.

Appropriate Safeguards Business Associate will use appropriate safeguards to prevent use or disclosure of protected health information other than as provided by this Agreement.

Reports of Improper Use or Disclosure. Business Associate agrees that they shall report to Abby Services any use or disclosure of protected health information not provided for by this Agreement. Such report shall be made within five (5) business days of discovery.

Subcontractors and Agents. Business Associate hereby agrees that anytime protected health information is provided or made available to any sub-contractor or agents, Business Associate must enter in a Business Associate Agreement with the sub-contractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Protected Health Information as contained in this Agreement.

Right of Access to Protected Health Information. Business Associate hereby agrees to make available and provide a right of access to protected health information of an Individual. This right of access shall conform with and meet all of the requirements of the HHS Privacy Regulations.

Amendment and Incorporation of Amendments. Business Associate agrees to make protected health information available for amendment and to incorporate any amendments to protected health information in accordance with the HHS Privacy Regulations.

Provide Accounting. Business Associate agrees to make protected health information available as required to provide an accounting of disclosure in accordance with the HHS Privacy Regulations.

Access to Books and Records. Business Associate hereby agrees to make its internal practices, book, and records relating to the use of disclosure of protected health information received from, or created or received by Business Associate available to the Secretary or the Secretary’s designee for purposes of determining compliance with the HHS Privacy Regulations.

Return or Destruction OF Protected Health Information. At termination of this Agreement, if feasible, the Business Associate agrees to return or destroy all protected health information received from, or created or received by Business Associate. Business Associate agrees not to retain any copies of the protected health information after termination of this agreement. If returned or destruction of the protected health information is not feasible, Business Associate agrees to extend the protections of this Agreement for as long as necessary to protect the protected health information and to limit any further use or disclosure. If Business Associate elects to destroy the protected health information, it shall certify to Abby Services that the protected health information had been destroyed.

Termination of Agreement. Business Associate agrees that Abby Services has the right to immediately terminate this Agreement and seek relief if Abby Services determines that Business Associate has violated a material term of this agreement.

Grounds for Breach. Any non-compliance by Business Associate of this Agreement or the HHS Privacy Regulations will automatically be considered to be a Grounds for Breach, if Business Associate knew or reasonable should have known of such non-compliance and failed to immediately take reasonable steps to notify Abby Services and cure the non-compliance.

Governing Law The laws of Florida shall govern this Agreement.

Binding Nature and Assignment. This Agreement shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

Notices Whenever under this Agreement one party is required to give notice to the other, such notice shall be deemed if mailed by first class United States mail, postage prepaid, and addressed as follows:

Either Party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

Entire Agreement This Agreement consists of this document, and constitutes the entire agreement between the Parties. There are no understandings or agreements relating to the Agreement which are not fully expressed in this Agreement and no change waiver or discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the Party against whom such change, wavier or discharge is sought to be enforced.

Attorney’s Fees. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

Business Associate’s Acknowledgement (Signature)

Print Name

Date

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