

**HIPAA BUSINESS ASSOCIATE
“PLACEHOLDER PROVISIONS”**

____. HIPAA Compliance

During the term of this Agreement, Business Associate (“Associate”) may receive from Covered Entity (“CE”), or may receive or create on behalf of CE, certain confidential health or medical information (“Protected Health Information” or “PHI,” as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“HIPAA Regulations”). Associate represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and Associate specifically agrees, on behalf of itself, its subcontractors and agents, to safeguard and protect the confidentiality of Protected Health Information consistent with applicable law, including currently effective provisions of HIPAA and the HIPAA Regulations.

The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Health Information that it receives or creates. Upon CE's request, Associate agrees promptly to enter into negotiations with CE concerning the terms of an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA and the HIPAA Regulations.

Notwithstanding any other provision of this Agreement, CE may terminate this Agreement upon thirty (30) days' notice in the event: (a) Associate does not promptly enter into negotiations to amend this Agreement when requested by CE, or (b) Associate does not execute and deliver to CE an amendment to this Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole judgment, deems sufficient to meet requirements and standards of HIPAA and the HIPAA Regulations.

Notwithstanding any other provision of this Agreement, CE may immediately terminate this Agreement in the event: (a) Associate or any of its subcontractors or agents discloses PHI in a manner that is not authorized by CE or by applicable law; (b) Associate breaches any of the provisions of this section, or (c) Associate or any of its subcontractors or agents engages in any other act or omission that is contrary to the obligations of a “business associate” under any currently effective provisions of HIPAA or the HIPAA Regulations, or that otherwise prevents either party from meeting the requirements of HIPAA, the HIPAA Regulations or other applicable law concerning the security or confidentiality of PHI.

Upon termination of this Agreement for any reason, Associate shall return or destroy all PHI

received from CE (or created or received by Associate on behalf of CE) that Associate still maintains in any form and shall retain no copies of such PHI. If return or destruction is not feasible, Associate shall notify CE, continue to extend the protections of this Agreement to such information and limit further use of such PHI to those purposes that make the return or destruction of PHI infeasible.

For purposes of this section, "Protected Health Information" means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.