



BUSINESS ASSOCIATE AGREEMENT
BETWEEN
LAKEVIEW CENTER, INC.
AND
NETWORK PROVIDER

This Business Associate Agreement is between the **Network Provider** (“Business Associate”) and **Lakeview Center, Inc.** (“Covered Entity”) on behalf of and as agent for and of its wholly owned subsidiaries. Accordingly, all references to “the Agreement(s)” or “this/these Agreement(s)” contained herein and in any separate agreement(s) between the parties shall, by such reference, mean or include this Business Associate Agreement and, if applicable, this Business Associate Agreement together with any such Agreements between the parties. Further, the terms and provisions of this Business Associate Agreement shall supersede, override and control any different, conflicting, contrary or inconsistent term or provision of any Agreements between the parties hereto, regardless of whether such different, conflicting, contrary or inconsistent term or provision is thereby given no meaning or effect. This Business Associate Agreement shall be deemed to incorporate all requirements of the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 (collectively, “HIPAA Rules”).

Catch-all Definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

I. Specific Definitions

- (a) “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR §160.103, and for purposes of this Attachment shall specifically refer to the network provider (“Business Associate”).
- (b) “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR §160.103, and for purposes of this Attachment shall refer to Lakeview Center, Inc. (“Covered Entity”).
- (c) “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (d) “Subcontractor” shall generally have the same meaning as the term “subcontractor” at 45 CFR §160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

II. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not Use or Disclose Protected Health Information other than as permitted or required by this Attachment or as required by law;
- (b) Use appropriate administrative safeguards as set forth at 45 CFR Part §164.308, physical safeguards as set forth at 45 CFR §164.310, and technical safeguards as set forth at 45 CFR §164.312; including, policies and procedures regarding the protection of PHI and/ or ePHI set forth at 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/ or ePHI that the Network Provider creates, receives, maintains or transmits on behalf of the Covered Entity.
- (c) Acknowledge that (1) forgoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Covered Entity, and (2) the Business Associate and their subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §164.500 and §164.502(E) of the Privacy Rule (45 U.S.C. 1320d-5 and 1320-6), as amended, for failure to comply with the safeguards, policies and procedures, requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- (d) Report to Covered Entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident of which it becomes aware;
- (e) Notify the Covered Entity's Security Office, Privacy Officer and the Contract Manager as soon as possible, but no later than (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- (f) Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- (g) Provide any additional information requested by the Covered Entity for purposes of investigating and responding to a breach;
- (h) Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681,F.S.;
- (i) Implement at Business Associate's own cost, measures deemed appropriate by the Covered Entity to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- (j) Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Covered Entity.

(k) In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associates must attain satisfactory assurance in the form of a written contract or other written agreement with their business associates or subcontractors that meets the applicable requirements of §164.504(e)(2) that the Business Associates or Subcontractors will appropriately safeguard the information. For prior contracts or other arrangements, the business associate shall provide written certification that its implementation complies with the terms of 45 CFR §164.532(d);

(l) Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR §164.524;

(m) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by that covered entity pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR §164.526;

(n) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528;

(o) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(p) Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

III. Permitted Uses and Disclosures by Business Associate

The Business Associate may only Use or Disclose Protected Health Information covered under this attachment as listed below:

(a) The Business Associate may use and disclose the Covered Entity's PHI and/ or ePHI received or created by the Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

(b) The Business Associate may use the Covered Entity's PHI and/ or ePHI received or created by the Business Associate (or its agents and subcontractors) for archival purposes.

(c) The Business Associate may use PHI and/ or ePHI created or received in its capacity as a Business Associate of the Covered Entity for the proper management and administration of the Business Associate, if such use is necessary (1) for the proper management and administration of the Business Associate or (2) to carry out the legal responsibilities of the Business Associate.

(d) The Business Associate may disclose PHI and / or ePHI created or received in its capacity as a Business Associate of the Covered Entity for the proper management and administration of the Business Associate if (1) the disclosure is required by law (2) the Business Associate (i) obtains reasonable assurances from the person to whom the PHI and/ or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (ii) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/ or ePHI has been breached.

(e) The Business Associate may aggregate the PHI and/ or ePHI created or received pursuant this Attachment with the PHI and/ or ePHI or other covered entities that the Business Associate has in its possession though its capacity as a Business Associate of such covered entities for the purpose of providing the Covered Entity with data and analysis relating to the health care operations of the Covered Entity (as defined in 45 C.F.R. §164.501).

(f) The Business Associate may de-identify any and all PHI and/ or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR §164.514(b).

(g) Follow guidance in the HIPAA Rule regarding marketing, fundraising, and research located at Sections 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

IV. Provisions for Covered Entity to Inform Business

- (a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use of protected health information.
- (c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

V. Termination

Termination for Cause

- (a) Upon the Covered Entity's knowledge of a material breach by the Business Associate, the Covered Entity shall either:
 - i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity.
 - ii. Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
 - iii. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary of the Department of Health and Human Services.

Obligations of Business Associate Upon Termination

- (a) Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:
 - i. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity, or other entity as specified by Covered Entity or, if permission is granted by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected healthy information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 - iv. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs III (c) and III (d) above under “Permitted Uses and Disclosures by Business Associate” which applied prior to termination; and
 - v. Return to Covered Entity, or other entity as specified by Covered Entity or, if permission is granted by Covered Entity, destroy the protected health information retained by Business Associate when management and administration or to carry out its legal responsibilities.
 - vi. The obligations of Business Associate under this Section shall survive the termination of this Attachment.

VI. Miscellaneous

- (a) A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties have agreed and signed this attestation for changes regarding Attachment I, Standard Contract and Attachment, III, Business Associate Agreement on the date(s) set forth below.

COVERED ENTITY:

BUSINESS ASSOCIATE

Lakeview Center, Inc.

By _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date _____

Date: _____