BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is effective as of " ENTER DATE " by and between Centers Plan for Healthy Living, LLC ("Covered Entity") and **"Enter Name"**("Business Associate").

WHEREAS, pursuant to the Health Insurance Portability and Account of the United States Department of Health and Human Services ("HHS") has issued regulations governing the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (the "Privacy Rule"); and

WHERAS, pursuant to the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and any conforming regulations promulgated by HHS (the "HITECH Act"), the scope of privacy and security protections available under HIPAA was widened; and

WHEREAS, the Privacy Rule provides, among other things, that a Covered Entity is permitted to disclose Protected Health Information to a Business Associate and allow the Business Associate to obtain, receive, and create Protected Health Information on the Covered Entity's behalf, only if the Covered Entity obtains satisfactory assurances in the form of a written contract, that the Business Associate will appropriately safeguard the Protected Health Information; and

WHEREAS, where applicable to the relationship between the Covered Entity and the Business Associate, the Office of the Secretary of HHS has issued regulations requiring certain transmissions of electronic data be conducted in specified standardized formats at 45 CFR Parts 160 and 162 (the "Electronic Transactions Rule"); and

WHEREAS, Covered Entity and Business Associate desire to determine the terms under which they will comply with the Privacy Rule, the Electronic Transactions Rule, and the HITECH Act, as applicable.

NOW, THEREFORE, the Covered Entity and Business Associate hereby agree as follows:

I. GENERAL HIPAA COMPLIANCE

1.1 HIPAA Definitions. Except as otherwise provided in this Agreement, all capitalized terms contained in this Agreement have the meanings set forth in the Privacy Rule the Electronic Transactions Rule, or the HITECH Act, as applicable.

1.2 HIPAA Readiness. Business Associate agrees that it will be fully compliant with the requirements of HIPAA, the Privacy Rule, the Electronic Transactions Rule, and the HITECH Act, as applicable, and will provide the Covered Entity with written certification of such compliance upon request.

1.3 Changes in Law. Business Associate agrees that it will comply with any changes in HIPAA, the Privacy Rule, the Electronic Transactions Rule, and the HITECH Act, as applicable, by the compliance date established for any such change, and will provide the Covered Entity with written certification of such compliance upon request. If due to such a change, either or both of the Business Associate and Covered Entity are no longer required to treat Protected Health Information in the manner provided for in this Agreement, the parties will renegotiate this Agreement, subject to the requirements set forth in Section 6. Any such renegotiation will occur as soon as practicable following the occurrence of the change.

1.4 Nature of Relationship Between Business Associate and Covered Entity. The parties acknowledge that Business Associate is, in fact, a Business Associate of the Covered Entity as such term is defined in the Privacy Rule.

II. TREATMENT OF PROTECTED HEALTH INFORMATION

2.1 Permitted Uses and Disclosures of Protected Health Information.

2.1.1 Permitted Uses: Business Associate may only use Protected Health Information to the extent necessary to satisfy Business Associate's obligations pursuant to the underlying agreement between Covered Entity and Business Associate.

2.1.2 Other Permitted Uses:

2.1.2.1 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.

2.1.2.2 Disclosure of Protected Health Information for Management, Administration and Legal Responsibilities: Business Associate is permitted to disclose Protected Health Information if necessary for the proper management and administration of Business Associate, or to carry out legal responsibilities of Business Associate, provided that the disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that (i) 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, (ii) the person will use appropriate safeguards to prevent use or disclosure of the information, and (iii) in accordance with Section 2.6 hereof, the person will notify Business Associate immediately of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.1.2.3 Data Aggregation: Business Associate is permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined in 45 CFR 164.501, relating to health care operations.

2.1.3 Further Uses Prohibited: Except as provided in Section 2.1.1 and Section 2.1.2, Business Associate is prohibited from further using or disclosing any information received from the Covered Entity, or from any other Business Associate, for any commercial purposes of Business Associate including, but not limited to, "data mining."

2.2 Minimum Necessary. Business Associate will only request, use and disclose the minimum necessary amount of Protected Health Information to accomplish the purposes of the request, use or disclosure. This "minimum necessary" requirement will not apply to:

(i) disclosure to, or request by, a health care provider with regard to treatment
(ii) use or disclosure related to an individual who is the subject of the Protected Health Information, or to that individual's personal representative
(iii) use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 signed by an individual who is the subject of the Protected Health Information, or use and disclosure to that individual's personal representative under a valid authorization
(iv) use or disclosure required by HHS in accordance with this Agreement
(v) use or disclosure as required by law
(vi) any other use or disclosure excepted from the minimum necessary limitations as specified in 45 C.F.R. § 164.502(b)(2)

2.3 Prohibited, Unlawful, or Unauthorized Use and Disclosure of Protected Health Information. Business Associate will not use or further disclose any Protected Health Information received from, or created or received on behalf of, the Covered Entity, in a manner that would violate the requirements of the Privacy Rule.

2.4 Required Safeguards. Business Associate will use all appropriate safeguards to prevent use or disclosure of Protected Health Information received from, or created or received on behalf of, the Covered Entity, other than as provided for in this Agreement or as required by law, including (i) adopting policies and procedures regarding the safeguarding of Protected Health Information, (ii) providing training to relevant employees, independent contractors, and subcontractors on such policies and procedures to prevent the improper use or disclosure of Protected Health Information, and (iii) implementing appropriate technical safeguards to protect Protected Health Information.

2.5 Mitigation of Improper Uses or Disclosures. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or

disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.6 Reporting Unauthorized Uses and Disclosures. Business Associate will promptly report in writing to the Covered Entity any use or disclosure of Protected Health Information not provided for under this Agreement, of which Business Associate becomes aware, and in no event later than three (3) business days after first learning of any such use or disclosure, or of any "Breach" or "Unsecured Protected Health Information" as such terms are defined in the HITECH Act. This obligation to report includes any unauthorized acquisition, access, use or disclosure, even where the Business Associate has determined that such acquisition, access, use or disclosure does not compromise the security or privacy of such Protected Health Information, unless such acquisition, access, use or disclosure is otherwise permitted under 45 C.F.R. 164.402(2). Business Associate agrees that if any of its employees, agents, subcontractors, and representatives use or disclose Protected Health Information received from, or created or received on behalf of, the Covered Entity or any derivative De-identified Information in a manner not provided for in this Agreement, Business Associate shall ensure that such employees, agents, subcontractors, and representative shall receive training on Business Associate's procedures for compliance with the Privacy Rule and the HITECH Act, or shall be sanctioned or prevented from accessing any Protected Health Information Business Associate receives from, or creates or receives on behalf of, the Covered Entity. Continued use of Protected Health Information in a manner contrary to the terms of this Agreement will constitute a material breach of this Agreement.

2.7 Access to Protected Health Information. Within ten (10) days of a request by the Covered Entity on behalf of an individual, Business Associate agrees to make available to the Covered Entity (or at the direction of the Covered Entity to any individual) any relevant Protected Health Information received from, or created or received on behalf of, the Covered Entity in accordance with the Privacy Rule. If Business Associate receives, directly or indirectly, a request from an individual requesting Protected Health Information, Business Associate will promptly notify the Covered Entity, in writing, of such individual's request no later than five (5) business days after receiving such request. Business Associate will not give any individual access to Protected Health Information unless such access is approved by the Covered Entity.

2.8 Amendment of Protected Health Information. Within ten (10) days of a request by the Covered Entity, the Business Associate agrees to make available to the Covered Entity any relevant Protected Health Information received from, or created or received on behalf of, the Covered Entity so that the Covered Entity may fulfill its obligations to amend such Protected Health Information pursuant to the Privacy Rule. At the direction of the Covered Entity, Business Associate will incorporate any amendments to Protected Health Information into any and all Protected Health Information that Business Associate maintains. If Business Associate receives, directly or indirectly, a request from an individual requesting an amendment to Protected Heath Information, Business Associate will promptly notify the Covered Entity in writing of such individual's request no later than five (5) business days after receiving such request. Business Associate will not amend any Protected Health Information at the request of

an individual unless directed by the Covered Entity. The Covered Entity will have full discretion to determine whether the requested amendment will occur.

2.9 Accounting of Disclosures. Business Associate will maintain an accounting of disclosures of Protected Health Information it receives from, or creates or receives on behalf of, the Covered Entity in accordance with the Privacy Rule. Within ten (10) days of a request by the Covered Entity, Business Associate will make available to the Covered Entity (or at the direction of the Covered Entity to any individual) the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528. If Business Associate receives, directly or indirectly, a request from an individual requesting an accounting of disclosures of Protected Health Information, Business Associate will promptly notify the Covered Entity, in writing, of such individual's request no later than five (5) business days after receiving such request. Business Associate will not provide such an accounting at the request of an individual unless directed by the Covered Entity. The Covered Entity will have full discretion to determine whether the required accounting will occur.

2.10 Restrictions and Confidential Communications. Business Associate will, upon notice from the Covered Entity in accordance with Section 4.4, accommodate any restriction to the use or disclosure of Protected Health Information and any request for confidential communications to which the Covered Entity has agreed in accordance with the Privacy Rule.

2.11 Subcontractors. Business Associate will ensure that any of its agents, including any subcontractor, to whom it provides Protected Health Information received from, or created or received on behalf of, the Covered Entity, agree to all of the same restrictions and conditions contained in this Agreement or the Privacy Rule that apply to Business Associate with respect to such information. Business Associate will not assign any of its rights or obligations under this Agreement without the prior written consent of the Covered Entity. Business Associate will provide the Covered Entity, for its approval, a copy of any agreement with any agent or subcontractor to whom Business Associate provides Protected Health Information received from, or created or received on behalf of, the Covered Entity prior to its execution.

2.12 Audit.

2.12.1 Audit By Secretary of HHS: Business Associate will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, the Covered Entity available to the Secretary of HHS upon request for purposes of determining the Covered Entity's compliance with HIPAA, the Privacy Rule, the Electronic Transactions Rule, and the HITECH Act, as applicable.

2.12.2 Audit by Covered Entity: Business Associate will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, the Covered Entity available to the Covered Entity within fourteen (14) business days of the Covered Entity's request, for the purpose of monitoring Business

Associate's compliance with this Agreement, HIPAA, the Privacy Rule, the Electronic Transactions Rule, and the HITECH Act, as applicable.

III. STANDARD ELECTRONIC TRANSACTIONS

In the event that the Business Associate will engage in standard electronic transactions pursuant to this Agreement, the following will apply:

3.1 The parties agree that Business Associate will, on behalf of the Covered Entity, transmit data for transactions that are required to be conducted in standardized form under the Electronic Transactions Rule.

3.2 Business Associate will comply with the Electronic Transactions Rule set forth at 45 C.F.R. Part 162 for all transactions conducted on behalf of the Covered Entity that are required to be in standardized format.

3.3 Business Associate will ensure that any of its subcontractors to whom it delegates any of its duties under its contract with the Covered Entity agrees to comply, and agrees to require its agents or subcontractors to comply, with the Electronic Transactions Rule for all transaction conducted on behalf of the Covered Entity that are required to be in standardized format.

3.4 Business Associate will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with standard electronic transactions as set forth in the Electronic Transactions Rule that (a) changes the definition, data condition, or use of a data element or segment in a standard electronic transaction, (b) adds any data element or segment to the maximum defined data set, (c) uses any code or data element that is marked "not used" in the standard's implementation specifications, or is not in the standard's implementation specifications, or (d) changes the meaning or intent of the standard's implementation specifications.

IV. OBLIGATIONS OF COVERED ENTITY

4.1 Notice of Privacy Practices. Covered Entity will provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

4.2 Revocation of Permission. Covered Entity will provide Business Associate with any changes in, or revocation of, permission by any individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

4.3 Notice of Restrictions. Covered Entity will notify Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR § 164.522.

4.4 Notice of Restriction and Confidential Communications. Covered Entity will notify Business Associate of any restriction on the use or disclosure of Protected Health

Information and any request for confidential communications to which the Covered Entity has agreed, in accordance with the Privacy Rule.

4.5 Permissible Requests by Covered Entity. Except as provided in Section 2.1, the Covered Entity will not request that Business Associate use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule, the Electronic Transactions Rule, or the HITECH Act, if done by the Covered Entity.

V. LIABILITY

5.1 Indemnification. Business Associate will be solely responsible for, and shall indemnify and hold the Covered Entity harmless from, any and all claims, damages, or causes of action (including the Covered Entity's reasonable attorneys' fees) arising out of the acts or omissions of Business Associate or Business Associate's employees, agents and subcontractors, and Business Associate will pay all losses, costs, liabilities, and expenses agreed to in settlement of, or in compromise of, or finally awarded the Covered Entity in connection with such claims or actions. The Covered Entity will promptly notify Business Associate of any action or claims threatened against or received by Covered Entity, and provide Business Associate with such cooperation, information, and assistance as Business Associate shall request in connection therewith. This Section 5.1 shall survive the termination of this Agreement for any reason.

5.2 Insurance Coverage. Business Associate agrees that it will purchase, if available and at its own expense, an insurance policy that will insure against any violations of the Privacy Rule by Business Associate or its employees, agents, subcontractors, and representatives with respect to Protected Health Information it receives from, or creates or receives on behalf of, the Covered Entity. Such insurance policy will be effective no later than the effective date of this Agreement.

VI. AMENDMENT AND TERMINATION

6.1 Termination for Violation of Agreement. If the Covered Entity determines that Business Associate has violated a material term of this Agreement with respect to Protected Health Information it receives from, or creates or receives on behalf of, the Covered Entity, this Agreement may be terminated by the Covered Entity effective upon Business Associate's receipt of written notice from the Covered Entity, provided that Business Associate will continue to comply with Section 6.3 after termination of this Agreement.

6.2 Termination of Underlying Agreement. This Agreement will terminate upon the termination of any underlying agreement between the Covered Entity and Business Associate, provided that Business Associate will continue to comply with Section 6.3 hereof following such termination.

6.3 Return of Protected Health Information. At termination of this Agreement or the underlying agreement, whichever is the first to occur, Business Associate will return

to the Covered Entity all Protected Health Information received from, or created or received on behalf of, the Covered Entity that Business Associate maintains in any form and will retain no copies of such information. If such return is not feasible, Business Associate will destroy such Protected Health Information and/or extend the protections of this Agreement to such Protected Health Information retained by Business Associate, and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. Notwithstanding the foregoing, Business Associate will not destroy any protected Health Information in less than six (6) years from the date it is received by Business Associate.

VII. MISCELLANEOUS PROVISIONS

7.1 Third Party Beneficiary. No individual or entity is intended to be a third-party beneficiary to this Agreement.

7.2 Severability. If any provision of this Agreement shall be found by a court of competent jurisdiction or administrative agency to be illegal or in conflict with any applicable law or regulation, the same shall either be conformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Agreement. If any provisions of this Agreement are held invalid by a court of competent jurisdiction found to be no longer required by the Privacy Rule, the parties will exercise their best efforts to determine whether such provision will be retained, replaced, or modified.

7.3 Procedures. The parties agree to cooperate and comply with procedures mutually agreed upon by the parties to facilitate compliance with HIPAA, the Privacy Rule, the Electronic Transactions Rule, and the HITECH Act, as applicable, including procedures for employee sanctions and procedures designed to mitigate the harmful effects of any improper use or disclosure of Protected Health Information.

7.4 Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without giving effect to its Choice of Laws provisions.

7.5 Headings. The headings of this Agreement have been inserted for convenience of reference only and will not affect the construction of the provisions of the Agreement.

7.6 Notices. All notices required under this Agreement shall be in writing, and may be either hand-delivered or sent by facsimile or certified mail, return receipt requested, to the following addresses, or to such other addresses as a party may designate by like notice:

If to Business Associate:	**If to Covered Entity:**
Name	Esther Stone, Sr. Dir of Human Resources
Address	75 Vanderbilt Avenue 7th Floor
City, State, Zip Code	Staten Island, NY 10304

Notice shall be effective, if mailed, 3 days after mailing, and if hand-delivered or sent via overnight courier, upon receipt.

IN WITNESS WHEREOF, the parties hereto, having full authority to bind their respective principals, have executed this Agreement as of the date first written above.

CENTERS PLAN FOR HEALTHY LIVING, LLC	**BUSINESS ASSOCIATE**
By: E stone	**By:** _____
Title: Senior Director of Human Resources	**Title:** _____
Print Name: Esther Stone	**Print Name:** _____
Date:	**Date:** _____

Updated 2.21.2018