**Business Associate Agreement**

This Business Associate Agreement (“Agreement”) is entered into and made effective as of the last signature date below by and betweenMobileCare2U, LLC, dba **Aria Care Partners** a Kansas limitedliability company, and its affiliates (“Business Associate”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a SNF, located at.

**WHEREAS,** to provide services, Business Associate may require access to Protected Health Information (“PHI”) created, received, or maintained by Covered Entity.

**WHEREAS**, this Agreement will only apply to the extent Business Associate does, in fact, access or use such PHI; and

**WHEREAS,** the use and disclosure of PHI is regulated, in part, by the Health Insurance Portability andAccountability Act of 1996 and its implementing regulations (collectively “HIPAA”).

**NOW THEREFORE**, for good and valuable consideration including the mutual promises contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise defined in this Agreement, terms used in this Agreement have the meanings given them under HIPAA.

1. Use and Disclosure of Protected Health Information. Business Associate may use and disclose PHI (1) only if its use or disclosure compliant with each applicable requirement of 45 C.F.R. § 164.504(e); (2) as necessary to perform services for the Covered Entity; (3) for the proper management and administration of business and to carry out legal responsibilities, if in the case of any disclosure for these purposes, either:
	1. The disclosure is required by law; or
	2. Business Associate obtains reasonable assurances from the person to whom the 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 such person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
2. Business Associate Obligations. Business Associate will:
	1. Not use or further disclose PHI received from Covered Entity except as permitted or required by this Agreement or as required by law.
	2. Use appropriate administrative, technical, and physical safeguards to prevent use or disclosure of PHI, as set forth at 45 C.F.R §§ 164.310, 164.312 and 164.316.
	3. Notify Covered Entity if Business Associate becomes aware of that PHI has been used or disclosed in a manner not provided for by this Agreement.
	4. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
	5. Secure the agreement of Business Associate’s agents, including any subcontractor, to whom Business Associate provides PHI, to the restrictions and conditions under this Agreement.
	6. Upon written request from Covered Entity, and no more than fifteen (15) business days after receipt of such request, make available information to Covered Entity to meet PHI access obligations under 45 C.F.R. § 164.524.
	7. Make available information, within sixty (60) days of receipt of written notice, to Covered Entity or subject Individual to meet obligations of 45 C.F.R. § 164.526 to amend PHI.
	8. Report to Covered Entity, within thirty (30) days of written notice, all disclosures of PHI by Business Associate, as necessary to satisfy accounting of uses and disclosures under 45 C.F.R. 164.528. Business Associate will report only those disclosures for which Covered Entity would be required to provide an accounting.
	9. Make internal practices, books, records, policies, and procedures relating to the use and disclosure of PHI available to Covered Entity within fifteen (15) business days, or at the request of Covered Entity to the Secretary of the Department of Health and Human Services or their designee (“Secretary”), in a time and manner reasonably designated by the Secretary, for purposes of determining compliance with the HIPAA Security.
	10. Return or destroy, upon termination of this Agreement, all PHI that Business Associate maintains in any form and retain no copies of such information or, if return or destruction is not feasible, extend the protections of this Agreement to such information and limit further use and disclosure of the information to those purposes that make the return or destruction of the information not feasible.
	11. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that Business Associate creates, receives, maintains, or transmits on Covered Entity’s behalf.
	12. With respect to electronic PHI, report to Covered Entity any successful Security Incident involving PHI of which Business Associate becomes aware.
	13. Following the discovery of a breach of unsecured PHI, notify Covered Entity of such Breach as provided in Subpart D of 45 C.F.R. Part 164 without unreasonable delay and in no case later than sixty (60) days after such Breach is discovered. Such notification will include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed during the Breach. With respect to whether Covered Entity shall be deemed to have knowledge of a Breach discovered by us, the parties agree that Business Associate is not a workforce member or agent of Covered Entity (determined in accordance with the federal common law of agency). In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and as required by law to include in notifications to the affected individual(s) or to government agencies.
3. Covered Entity Obligations. Covered Entity will:
	1. Notify Business Associate of any restriction of the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA including the changes in, or revocation of, permission by an individual to use or disclose PHI that affects the way Business Associate may use or disclose PHI.
	2. Be solely responsible for: (i) preparing and delivering any accounting of disclosures of PHI requested by an individual; (ii) preparing and delivering any notifications required by Subpart D of 45 C.F.R. Part 164 with respect to Breaches discovered by Business Associate and reported to Covered Entity as provided in Section 3.13 above (provided, however, Covered Entity shall consult with Business Associate prior to sending any notifications that include Business Associate’s name); (iii) granting or denying an individual’s request for access to PHI; and (iv) incorporating any amendments to PHI that are requested by individuals and agreed to by Covered Entity.
	3. Not disclose PHI to Business Associate except to the extent permitted under the Privacy Rule and as provided under this Agreement.
	4. Provide Business Associate with a copy of Covered Entity’s Notice of Privacy Practices.
4. Miscellaneous.
	1. Term and Termination. The Agreement shall be in effect until it is terminated by the parties. In the event that either party becomes aware that the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of HIPAA or a material term of this Agreement, then the non-breaching party may request in writing that the breaching party cure the breach or violation or immediately terminate this Agreement; provided, however, if the termination is not feasible, the non-breaching party shall report the breach or violation to the Secretary.
	2. Choice of Law. This Agreement shall be governed by the laws of the State of Kansas.

*Signature Page Follows*

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the last signature date below.

Covered Entity: Business Associate: Aria Care Partners

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Date Title Date