

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is entered into by and between Champ Software, Inc. ("Business Associate") and Sauk County Health Department, WI ("Covered Entity") in order to comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time (statute and regulations collectively referred to as "HIPAA").

### RECITALS

Business Associate provides services ("Services") to Covered Entity that involve the creation, use, or disclosure of PHI under one or more agreements (each an "Underlying Agreement") and that are defined in HIPAA as business associate services.

Covered Entity and Business Associate are required by HIPAA to enter into a Business Associate Agreement with respect to the Services.

### STATEMENT OF AGREEMENT

1. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA; provided that PHI shall refer only to protected health information of the Covered Entity unless otherwise stated.

2. Compliance and Agents. Business Associate agrees that to the extent it has access to PHI, Business Associate will comply with the requirements of this Agreement with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, to whom Business Associate provides PHI received from, or created or received by Covered Entity will enter into a business associate agreement with Business Associate that includes the same restrictions and conditions as set forth in this Agreement. If Business Associate is required to carry out an obligation of Covered Entity under HIPAA, Business Associate will comply with applicable requirements of HIPAA that apply to Covered Entity in the performance of that obligation.

3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement or as required by law. Business Associate's use and disclosure of PHI shall comply with the provisions of HIPAA applicable to business associates. Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform Services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, and (c) to provide data aggregation functions to or for the benefit of Covered Entity. Business Associate may de-identify PHI. Business Associate may use the PHI received by it, if necessary, to manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it to manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) 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 purpose for which it is disclosed to the person, and the person agrees to notify the Business Associate of any instances of which the person is aware that the confidentiality of the PHI has been breached. Covered Entity shall not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate physical, administrative, and technical safeguards as required by 45 CFR §§164.308-164.316,

sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

5. Minimum Necessary. To the extent required by HIPAA, Business Associate will limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware.

7. Individual Access. In accordance with an individual's right to access to their own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in any Covered Entity's notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

12. Security Breach Notification. Business Associate will, following the discovery of a breach of "unsecured protected health information," as defined in 45 CFR §164.402, notify Covered Entity of such breach within 15 business days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach and other information required by HIPAA.

13. Term. This Agreement shall take effect on the effective date of the Underlying Agreement, and shall continue in effect unless and until either party terminates the Underlying Agreement.

14. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Business Associate and Covered Entity shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

15. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

16. Conflicts. The terms and conditions of this Agreement will override and control any conflicting term or condition of the Underlying Agreement. All non-conflicting terms and conditions of the Underlying Agreement shall remain in full force and effect. Any ambiguity in this Agreement with respect to the Underlying Agreement shall be resolved in a manner that will permit Covered Entity to comply with HIPAA.

**IN WITNESS WHEREOF,** Covered Entity and Business Associate execute this Agreement on the day and year first written below.

COVERED ENTITY

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Its \_\_\_\_\_

CHAMP SOFTWARE, INC.

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Its \_\_\_\_\_