

BUSINESS ASSOCIATE AGREEMENT

This Privacy Agreement ("Agreement") is effective upon signing this Agreement and is entered into by and between the Oakland Cognitive Behavior Therapy Center (Oakland CBT Center; "Covered Entity") and _____ (the "Business Associate").

1. Term. The Business Associate contributes to research operations and manages data at the Oakland CBT Center. This Agreement shall remain in effect for the duration of the Business Associate's volunteer period and this Agreement shall apply to all Services provided by the Business Associate pursuant to this Agreement.

2. HIPAA Assurances. In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

- (a) Not use or further disclose the PHI, except as permitted by law;
- (b) Not use or further disclose the PHI in a manner that had the partners of the Covered Entity done so, would violate the requirements of HIPAA;
- (c) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

- (d) Comply with each applicable requirement of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;
- (e) Report promptly to a partner of the Covered Entity any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;
- (f) Make the Business Associate's internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and
- (g) Incorporate any amendments or corrections to PHI when entering into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

3. Termination upon Breach of Provisions. Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

4. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI.

Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

5. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

6. De-Identified Data. Notwithstanding the provisions of this Agreement, Business Associate may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

7. Amendment. Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

9. **Definitions.** Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

10. **Survival.** The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

Facility:

Facility Address:

City/State/Zip:

Signature:

Title:

E-mail address of signer:

Date:

Business Associate:

Address:

City/State/Zip:

Signature:

Title:

E-mail address of signer:

Date: