



BUSINESS ASSOCIATE AGREEMENT

This business associate agreement (the "Agreement"), effective this _____ day of _____ 2009, is entered into by and between _____ and Family Focus, Inc., Inc. an Indiana not-for-profit corporation, 660 Morthland Drive, Suite B, Valparaiso, Indiana 46385.

- This agreement amends a contract between Family Focus, Inc., Inc. and the business associate or
- This business associate agreement is not part of a larger contract between Family Focus, Inc., Inc. and the business associate.

Family Focus, Inc., Inc. is committed to complying with the Standards for Privacy of Individually Identifiable Information (the "Privacy Regulation") under the Health Insurance Portability and Accountability Act of 1996 – Administrative Simplification (HIPAA) which require that a covered entity such as Family Focus, Inc., Inc. and its business associates establish agreements regarding the use and disclosure of protected information. This agreement sets forth the terms and conditions pursuant to which protected information that is provided by, created or received by the Business Associate from or on behalf of Family Focus, Inc., Inc. will be handled between the Business Associate and Family Focus, Inc., Inc. and with third parties during the term of this agreement and after its termination. Family Focus, Inc., Inc. and the Business Associate agree as follows:

Definitions:

Designated Record Set means:

- 1) A group of records maintained by or for a covered entity that is:
 - a. The case records and billing records about individuals maintained by or for a covered service provider;
 - b. Does not include information stored for quality review, etc.
- 2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected client information and is maintained, collected, used, or disseminated by or for a covered entity.

Disclosure means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

Individually Identifiable Client Information is information that is a subset of chart information, including demographic information collected from an individual, and:

- 1) is created or received by a social service provider, employer; and

- 2) relates to the past, present, or future physical or mental well being or condition of an individual; the provision of care to an individual; or the past, present, or future payment for the provision of care to an individual; and
 - i. that identifies the individual; or
 - ii. with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Protected Client Information (PCI) means:

- 1) Individually identifiable client information:
 - i. Transmitted by electronic media
 - ii. Maintained in any medium described in definition of electronic media at 162.103 “the mode of electronic transmission”. It includes the Internet, Extranet, leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media.
 - iii. Transmitted or maintained in any other form or medium
- 2) Except for education records covered by the Family Educational Right and Privacy Act.

Use means, with respect to individually identifiable client information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

1. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED CLIENT INFORMATION

- A. The Business Associate provides services for Family Focus, Inc., Inc. that involve the use and/or disclosure of PCI. Except as otherwise specified herein, the Business Associate may use and disclose PCI as provided by Family Focus, Inc., Inc. or created or received by the Business Associate to provide services to Family Focus, Inc. Inc. in the following ways:

_____ will not disclose or use any protected client information.
(name of Business Assoc.)

- B. Business Associate agrees to use and further disclose PCI only as outlined in this addendum and agrees to not use or further disclose any PCI that would be a violation of the Privacy Regulations.
- C. Business Associate may use the PCI in its possession if necessary in its capacity as a business associate to Family Focus, Inc. Inc. for:
 - i. The proper management and administration of Business Associate; and
 - ii. To fulfill any present or future legal responsibilities of the Business Associate.
- D. The Business Associate, in its capacity as a business associate of Family Focus, Inc. Inc. may disclose PCI received from, or created or received by the Business Associate on behalf of Family Focus, Inc., Inc. for the proper management and administration of the Business Associate and to fulfill any present or future legal responsibilities of the Business Associate if:
 - i. The disclosure is required by law; or
 - ii. The Business Associate obtains reasonable assurances in writing from the third party to whom the PCI is disclosed that the PCI 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 third party; AND

- iii. The third party notifies the Business Associate in writing of any instances of which it is aware in which the confidentiality of the information has been breached; or
 - iv. As directed by Family Focus, Inc., Inc.
- E. Aggregate the PCI in its possession with the OSCI of other covered entities that the Business Associate has in its possession through its capacity as a business associate to said other covered entities provided that the purpose of such aggregation is to provide Family Focus, Inc., Inc. with data analyses relating to the social services operation of Family Focus, Inc., Inc. Under no circumstance may the Business Associate disclose PCI of Family Focus, Inc., Inc. to another covered entity absent the explicit authorization of Family Focus, Inc., Inc.

2. RESPONSIBILITIES OF THE BUSINESS ASSOCIATE:

With regard to its use and/or disclosure of PCI, the Business Associate hereby agrees to do the following:

- A. Not use or further disclose the PCI other than as permitted or required by this agreement or as otherwise required by law.
- B. Use commercially reasonable safeguards to maintain the security of the PCI and to prevent unauthorized use and/or disclosure of such PCI other than as provided for in this addendum.
- C. Report to the Executive Director of Family Focus, Inc., Inc., 660 Morthland Drive, Suite B, Valparaiso, Indiana, 46385, in writing any use and/or disclosure of the PCI that is not provided for in this addendum of which Business Associate becomes aware within 5 business days of the Business Associate's discovery of such unauthorized use and/or disclosure.
- D. Require that all agents, including a subcontractor, of the Business Associate, to whom the Business Associate provides PCI on behalf of Family Focus, Inc., Inc., agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to the PCI.
- E. Within 10 business days of receipt of a request from Family Focus, Inc., Inc. sent to the Business Associate for the amendment of an individual's PCI or a record regarding an individual contained in a designated record set (for so long as the PCI is maintained in the designated record set), Business Associate shall provide such information to Family Focus, Inc., Inc. for amendment and incorporate such amendments in the PCI as required by 45 C.F.R. 164.526.
- F. Within 10 business days of receiving a written request sent to Business Associate from Family Focus, Inc., Inc. provide to Family Focus, Inc., Inc. such information as is request by Family Focus, Inc., Inc. to permit Family Focus, Inc., Inc. to respond to a request by an individual for an accounting of the disclosures of the individual's PCI in accordance with 45 C.F.R. 164.528.
- G. Report to the Executive Director of Family Focus, Inc. Inc, 660 Morthland Drive, Suite B, Valparaiso, Indiana 46385 in writing of any complaint business associate receives of a use and/or disclosure of PCI business associate made on behalf of Family Focus, Inc., Inc.
- H. Make available all internal practices, books, and records relating to the use and disclosure of PCI received from, or created or received by the Business Associate on behalf of Family

Focus, Inc., Inc. available to the Secretary of the Department of Health & Human Services (or designee) for purposes of determining Family Focus, Inc., Inc. compliance with the Privacy Regulations, subject to attorney-client and other applicable legal privileges.

- I. Mitigate to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of PCI that the Business Associate reports to Family Focus, Inc., Inc.
- J. Disclose to its subcontractors, agents or other third parties, and request from Family Focus, Inc., Inc., only the minimum PCI necessary to perform or fulfill a specific function required or permitted hereunder.
- K. Business Associate agrees that it will follow any written notice received from Family Focus, Inc., Inc., regarding any changes in the form of the notice of privacy practices, changes in the withdrawal or consent or authorization provided by Family Focus, Inc., Inc., or any arrangements which may impact on the manner and use or disclosure of PCI.

TERMINATION OF AGREEMENT

- A. In addition to any other rights Family Focus, Inc., Inc. may have in the agreement, this addendum or by operation of law, Family Focus, Inc., Inc. may immediately terminate the agreement if Family Focus, Inc., Inc. determines that Business Associate has violated a material term of this addendum.
- B. If Family Focus, Inc., Inc. discovers a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligation under this addendum, Family Focus, Inc., Inc. may choose to take reasonable steps to cure the breach or end the violation. If such steps are determined by Family Focus, Inc., Inc. to not be feasible or steps taken are unsuccessful, Family Focus, Inc., Inc. will:
 - i. Terminate the agreement if feasible; or
 - ii. If termination is not feasible, report the breach or violation to the Secretary of the Department of Health & Human Services.
- C. Family Focus, Inc., Inc. has sole discretion to terminate the agreement or to attempt reasonable steps to cure any breach or violation of any material term of this addendum.
- D. At termination of the agreement, Business Associate agrees:
 - i. If feasible, to return or destroy all PCI received from, or created or received by the Business Associate on behalf of Family Focus, Inc., Inc. that the Business Associate still maintains in any form and retain no copies of such information; or
 - ii. If such return or destruction is not feasible, extend the protections of the agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

THIRD PARTY RIGHTS

The terms of this agreement are not intended, nor should they be construed, to grant any rights to any parties other than the Business Associate and Family Focus, Inc., Inc.

INDEMNIFICATION

The Business Associate shall indemnify and hold Family Focus, Inc., Inc. harmless from any monetary penalties assessed against Family Focus, Inc., Inc. arising from a breach of the

representation and warranty and for any other Business Associate action which results in liability to Family Focus, Inc., Inc. under HIPAA or its associated regulations.

In witness whereof, an intending to be legally bound, the parties hereto, having been duly authorized, execute this agreement on the dates indicated:

Family Focus, Inc., Inc.

Business Associate

Signature

Signature

Printed name

Printed name

Print Title

Print Title

Date

Date