

This Business Associate Agreement (this \_\_\_\_\_), effective as of \_\_\_\_\_ (the \_\_\_\_\_), is by and between Entrust Corporation, a Delaware corporation with offices located at 1187 Park Place, Minneapolis, MN 55379 ( \_\_\_\_\_ or \_\_\_\_\_), and \_\_\_\_\_, a \_\_\_\_\_ with offices located at \_\_\_\_\_ ( \_\_\_\_\_ or \_\_\_\_\_). Entrust and Customer may be referred to herein collectively as the \_\_\_\_\_ or individually as a \_\_\_\_\_.

A. Entrust provides Customer with certain services ( \_\_\_\_\_ ) pursuant to that certain \_\_\_\_\_ dated \_\_\_\_\_ ( \_\_\_\_\_ ), and in relation to such Services, Customer acts as a covered entity and Entrust acts as a business associate, as those terms are defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (including the Standards for Privacy of Individually Identifiable Information ( \_\_\_\_\_ ), Security Standards for the Protection of Electronic Protected Health Information ( \_\_\_\_\_ ), and Breach Notification for Unsecured Protected Health Information Final Rule ( \_\_\_\_\_ )), as amended from time to time, including by the Health Information Technology for Economic and Clinical Health Act of 2009 and by the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules (collectively, \_\_\_\_\_ ).

B. Entrust has and/or will have access to, create and/or receive certain Protected Health Information in connection with the Services, and the parties desire to enter into this Agreement to memorialize their obligations with respect to such Protected Health Information.

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the parties agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined in this Agreement shall have the same meanings as those terms are given in HIPAA. \_\_\_\_\_ and \_\_\_\_\_ shall have the same meaning as the former term is given in HIPAA, and \_\_\_\_\_ and \_\_\_\_\_ shall have the same meaning as the former term is given in HIPAA, in each case limited to such information created or received by Business Associate in its capacity as Covered Entity's business associate.

2. Business Associate's Responsibilities with Respect to Protected Health Information.

(a) \_\_\_\_\_ . Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate shall make reasonable efforts to use, disclose and request the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request.

(b) \_\_\_\_\_ . Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this Agreement.

(c) \_\_\_\_\_ . Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement and any Security Incident of which Business Associate becomes aware. The parties acknowledge and agree that this paragraph constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. Unsuccessful Security Incidents means,



(b) . Business Associate may use PHI to de-identify PHI in accordance with 45 C.F.R. § 164.514, provided that any such use would not violate HIPAA if done by Covered Entity, and Business Associate may subsequently use and disclose such de-identified data unless prohibited by applicable law.

(c) . Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities provided that an disclosure pursuant to this sub-part may occur only if Business Associate obtains written reasonable assurances from the person to whom PHI is disclosed that (i) such PHI will be held confidentially and used and further disclosed only as Required by Law or for the purpose for which it was disclosed to such person and (ii) such person will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.

(d) . Business Associate may use PHI to provide Data Aggregation services relating to the health care operations of Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(e) . Business Associate may use and disclose PHI as Required by Law.

4. Covered Entity's Responsibilities with Respect to Protected Health Information. Covered Entity shall promptly (and if practicable, fifteen (15) calendar days prior to the effective date) notify Business Associate of the following, in each case only to the extent that such matter affects or may affect Business Associate use or disclosure of PHI: (a) any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520; (b) any changes in, or revocation of, the permission by an individual to use or disclose their PHI; and (c) any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity (unless permitted by HIPAA for business associates).

#### 5. Term and Termination.

(a) . The term of this Agreement shall start on the Effective Date and shall continue until the earlier of (i) termination by a party for breach as set forth below or (ii) the date on which Business Associate no longer continues to provide Services under the Services Agreement.

(b) . Either party may terminate this Agreement immediately upon written notice if the other party has violated a material term of this Agreement.

(c) . Upon expiration or termination of this Agreement, Business Associate shall return or destroy all PHI in its possession, if Business Associate determines in its sole discretion that it is feasible to do so. If it is not feasible to return or destroy any PHI, then Business Associate shall extend the protections of this Agreement to such PHI and limit any further use or disclosure of the PHI to those purposes that make the return or destruction infeasible for the duration of the retention of the PHI.

#### 6. Miscellaneous.

(a) . Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA. References in this Agreement to a particular law means the law as in effect or as amended. The parties agree to take such action, including negotiation of an amendment in good faith, as is necessary, to amend this Agreement from time to time as is necessary for compliance with HIPAA and other applicable law.

