



SINGH-NADELLA M.D.'S BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**" or "**BAA**") is entered into this 23rd day of September 2013 ("**Effective Date**") by and between Singh-Nadella M.D.'s ("**Covered Entity**" or "**Practice**") and _____ ("**Business Associate**" or "**Contractor**"). Each of Covered Entity and Business Associate may be referenced in this Agreement as a "**Party**" and collectively as the "**Parties**."

RECITALS

1. Singh-Nadella M.D.'s is a private multi-physician practice that provides Primacy Care medical services with a principal place of business at 6 North Center Street Bradford, PA 16701. Singh-Nadella M.D.'s are committed to protecting the privacy and providing for the security of Protected Health Information in compliance with (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA"); and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule (the "HIPAA Final Rule"), which amended the Privacy Rule and the Security Rule pursuant to the HITECH Act, extending certain HIPAA obligations to business associates and their subcontractors. The purpose of this BAA is to satisfy certain standards and requirements including, but not limited to, Title 45, §§ 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.").
2. Singh-Nadella M.D.'s, as a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is required to enter into this Agreement to obtain satisfactory assurances that the Contractor, a Business Associate under HIPAA, will appropriately safeguard all Protected Health Information ("PHI") as defined herein, disclosed, created, maintained or received by Contractor on behalf of Singh-Nadella M.D.'s. The Practice desires to engage the Contractor to perform certain functions for, or on behalf of, Singh-Nadella M.D.'s involving the disclosure of PHI by the Practice to the Contractor, or the creation, maintenance or use of PHI by the Contractor on behalf of Singh-Nadella M.D.'s, and the Contractor desires to perform such functions.

In consideration of the mutual promises below and the exchange of information pursuant to this agreement and in order to comply with all legal requirements for the protection of this information, the parties intending to be legally bound, hereby agree as follows:

Article I. DEFINITION OF TERMS

- 1.1 **"Agreement"** means this Business Associate Agreement.
- 1.2 **"Business Associate"** shall have the meaning given to such term in 45 C.F.R. §160.103.
- 1.3 **"Breach"** shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the HIPAA Privacy Rule that compromises the security or privacy of the Protected Health Information as defined, and subject to the exceptions set forth, in 45 CFR § 164.402.
- 1.4 **Capitalized Terms.** Except as otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings set forth in HIPAA.
- 1.5 **"C.F.R."** shall mean the Code of Federal Regulations.
- 1.6 **"Covered Entity"** shall have the meaning given to such term in 45 C.F.R. §160.103.
- 1.7 **"Designated Record Set"** shall have the same meaning given to such term in 45 C.F.R. §164.501.
- 1.8 **"Electronic Protected Health Information"** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. §160.103, as applied to the information that the Business Associate created, receives, maintains or transmits from or on behalf of the Practice.
- 1.9 **"HIPAA"** shall mean the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented by the HITECH Act and its implementing regulations, as each is amended from time to time.
- 1.10 **"HIPAA Breach Notification Rule"** shall mean the federal breach notification regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Part 164 (Subpart D).
- 1.11 **"HIPAA Privacy Rule"** shall mean the federal privacy regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- 1.12 **"HIPAA Security Rule"** shall mean the federal security regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- 1.13 **"HITECH Act"** shall mean Subtitle D of the Health Information Technology for

Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954, and all its implementing regulations, when and as each is effective and compliance is required.

- 1.14 **“Individual”** shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.15 **“Privacy Rule”** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- 1.16 **“Protected Health Information or PHI”** shall mean Protected Health Information, as defined in 45 CFR § 160.103, and is limited to the Protected Health Information received, maintained, created or transmitted on behalf of, Covered Entity by Business Associate in performance of the Underlying Services.
- 1.17 **“Required by Law”** shall have the same meaning as the term “required by law” in 45 C.F.R. §164.103.
- 1.18 **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.19 **“Security Incident”** shall have the meaning given to such term in 45 C.F.R. § 164.304.
- 1.20 **“Security Rule”** shall mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C.
- 1.21 **“Underlying Services”** shall mean, to the extent and only to the extent they involve the creation, maintenance, use, disclosure or transmission of Protected Health Information, the services performed by Business Associate for Covered Entity pursuant to the Underlying Services Agreement.
- 1.22 **“Underlying Services Agreement”** shall mean the written agreement(s) (other than this Agreement) by and between the parties as amended as set forth in the attached schedule by and between the Parties pursuant to which Business Associate access to, receives, maintains, creates or transmits PHI for or on behalf of Covered Entity in connection with the provision of the services described in that agreement(s) by Business Associate to Covered Entity or in performance of Business Associate’s obligations under such agreement(s).
- 1.23 **“Unsecured PHI”** shall have the same meaning given to such term under 45 C.F.R. § 164.402, and guidance promulgated thereunder.

Article II. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE

- 2.1 **Protected Health Information.** Contractor agrees and acknowledges that any individual's Protected Health Information that comes within Contractor's custody, exposure, possession or knowledge or is created, maintained, retained, transmitted, derived, developed, compiled, prepared or used by Contractor in the course of or in connection with the performance of services under this Agreement, is confidential and shall remain the exclusive property of Singh-Nadella M.D.'s and shall be used, disclosed, transmitted and/or maintained solely in accordance with this Agreement and as Required By Law. Contractor agrees to comply with its obligations as a Business Associate and acknowledges that it is subject to and agrees to comply with HIPAA and all applicable guidance and regulations issued by the Secretary to implement HIPAA and all other applicable law.
- 2.2 **Use of Protected Health Information.** Contractor shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- 2.3 **Forwarding Requests for Disclosure from Government to Physician Practice.** Contractor shall forward all requests for the disclosure of Protected Health Information from a law enforcement or government official, or pursuant to a subpoena, other legal request or court or administrative order, to Singh-Nadella M.D.'s as soon as possible before making the requested disclosure, but no later than five (5) business days following its receipt of such request or order.
- 2.4 **Assisting the Practice to Respond to Requests for Disclosure from Government.** Contractor shall provide to Singh-Nadella M.D.'s all Protected Health Information necessary to respond to a request for the disclosure of Protected Health Information by a law enforcement or government official, or pursuant to a subpoena, other legal request, or court or administrative order as soon as possible, but no later than two (2) business days following its receipt of such written request from the Practice.
- 2.5 **Restrictions on Use and/or Disclosure of Protected Health Information.** Contractor shall comply with all granted restrictions on the use and/or disclosure of Protected Health Information, pursuant to 45 C.F.R. § 164.522(a), upon notice from the Practice. Contractor shall forward to Singh-Nadella M.D.'s any requests for restriction on the use and/or disclosure of Protected Health Information within five (5) business days of receipt.
- 2.6 **Requests for Confidential Communication of Protected Health Information.** Contractor shall comply with all granted requests for confidential communication of

Protected Health Information, pursuant to 45 C.F.R. § 164.522(b), upon notice from the Practice. Contractor shall forward to Singh-Nadella M.D.'s any requests for confidential communication of Protected Health Information within ten (10) business days of receipt.

- 2.7 **Appropriate Safeguards.** Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Singh-Nadella M.D.'s, as required by the Security Rule.
- 2.8 **Duty to Mitigate.** Contractor shall take immediate steps to mitigate, to the extent practicable or as reasonably directed by Singh-Nadella M.D.'s, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement, the Privacy Rule or the Security Rule, such as obtaining the recipient's satisfactory assurances that the information will not be further used or disclosed (through a confidentiality agreement or similar means) or will be destroyed.
- 2.9 **Reporting of Unauthorized Uses or Disclosures.** Contractor shall report to Singh-Nadella M.D.'s any use or disclosure of the Protected Health Information not provided for by this Agreement, the Privacy Rule or the Security Rule, including breaches of unsecured Protected Health Information, as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware, as soon as possible, but no later than five (5) business days after discovery, stating (to the extent known by Contractor) the nature of such use or disclosure, the names and addresses of the individuals who are the subject of such Protected Health Information and the names of the individuals who made or engaged in such use or disclosure and any other available information that the Physician Practice is required to include in notifications to the affected individuals.
- 2.10 **Subcontractors, Consultants, Agents and Other Third Parties.** Contractor shall in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) ensure that any subcontractor, consultant, agent, or other third party that creates, receives, maintains, or transmits Protected Health Information on behalf of Contractor agrees to the same restrictions, conditions, and requirements that apply to Contractor with regard to its creation, use, and disclosure of Protected Health Information. Contractor shall, upon request from Singh-Nadella M.D.'s, provide the Practice with a list of all such third parties. Contractor shall ensure that any subcontractor, consultant, agent, or other third party to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information. Contractor must terminate its agreement with any subcontractor, consultant, agent or other third party, and

obtain all Protected Health Information provided to such subcontractor, consultant, agent or other third party, if Contractor becomes aware that the subcontractor, consultant, agent or other third party has breached its contractual duties relating to HIPAA or this agreement. If any subcontractor, consultant, agent, or other third party of Contractor are not subject to the jurisdiction or laws of the United States, or if any use or disclosure of Protected Health Information in performing services under the Agreement will be outside of the jurisdiction of the United States, such entities must agree by written contract with the Contractor to be subject to the jurisdiction of the Secretary, the laws and the courts of the United States, and waive any available jurisdictional defenses as they pertain to the parties' obligations under this Agreement, the Privacy Rule or the Security Rule.

- 2.11 **Books and Records.** Contractor shall make internal practices, books, and records relating to Protected Health Information received from, or created or received by Contractor, on behalf of Singh-Nadella M.D.'s, available to the Practice, or at the request of the Practice to the Secretary, for purposes of the Secretary determining Singh-Nadella M.D.'s compliance with the Privacy Rule.
- 2.12 **Documenting Disclosures.** Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Singh-Nadella M.D.'s to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 2.13 **Accounting for Disclosures.** Contractor shall provide to the Practice, upon request and in the time and manner required by 45 C.F.R. § 164.528(c)(1), an accounting of disclosures of an Individual's Protected Health Information, collected in accordance with Section 2.11 of this Agreement, to permit Singh-Nadella M.D.'s to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 2.14 **Minimum Necessary.** Contractor acknowledges that it shall request from Singh-Nadella M.D.'s and so disclose to its affiliates, subsidiaries, agents, subcontractors or other third parties, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder. Contractor acknowledges that the Secretary is required by the Health Information Technology for Economic and Clinical Health "HITECH Act" to issue guidance on what constitutes "minimum necessary" for purposes of the Privacy Standards. Contractor agrees to comply with the guidance, once issued by the Secretary, and to only request, use or disclose the minimum amount of Protected Health Information as described in such guidance.
- 2.15 **Training.** Contractor shall provide training as to the Privacy Rule and the Practice's privacy policy to all of its employees who will handle or be responsible for handling

Protected Health Information on the Physician Practice's behalf.

- 2.16 **Independent Contractor.** The relationship of the Contractor with Singh-Nadella M.D.'s shall be one of independent contractor, and not an employee or agent of Physician Practice.
- 2.17 **Securing Protected Health Information.** Contractor will comply with Section II.B of the April 27, 2009 HHS guidance (74 Fed. Reg. 19006 at 19009-19010) setting forth the technologies and methodologies for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals such that breach notification is not required. Contractor shall insure that any subcontractor, consultant, agent, vendor, or other third party to whom it provides Protected Health Information will implement, in a reasonable and appropriate manner, the technologies and methodologies the HITECH Act and HHS guidance specifies with respect to rendering the Practice's Protected Health Information unusable, unreadable or indecipherable to unauthorized individuals.
- 2.18 **Breach Notification.** Notwithstanding paragraph 2.17 above, if any Protected Health Information in the possession, custody or control of Contractor remains or becomes unsecured, Contractor shall, following discovery of a breach (as such term is defined in 45 C.F.R. § 164.402) of such unsecured Protected Health Information, provide the notifications to individuals, the media and the Secretary, as set forth in 45 C.F.R. §§164.404 through 164.408.
- 2.19 **Timeliness of Notifications.** Except where a law enforcement official states to the Practice or Contractor that a notification would impede a criminal investigation or cause damage to national security, all notifications shall be made without unreasonable delay and in no case later than 60 calendar days from discovery of the breach.
- 2.20 **Indemnification.** Contractor shall defend, indemnify and hold harmless Singh-Nadella M.D.'s from and against any or all cost (including but not limited to any and all costs incurred by Covered Entity in complying with the breach notification requirements of 45 C.F.R. Part 164, Subpart D), loss, interest, damage, liability, claim, legal action or demand by third parties, (including costs, expenses and reasonable attorney fees on account thereof) arising out of Contractor's activities under the Agreement, including but not limited to, any breach of unsecured Protected Health Information by the Contractor or failure by the Contractor to provide the breach notifications required by 45 C.F.R. §§ 164.404 through 164.408, except to the extent that such loss, interest, damage, liability, claim, legal action or demand was incurred as a result of the negligence or willful misconduct of Singh-Nadella M.D.'s. As a condition precedent to the Contractor's obligation to indemnify Singh-Nadella M.D.'s under this Agreement, the Practice must notify Contractor within a reasonable amount of time upon learning of any claim or

liability in order to give Contractor an opportunity to present any appropriate defense on behalf of the Practice and Contractor. Singh-Nadella M.D.'s shall have the right, but not the obligation, to participate in any defense at its own cost and with its own counsel. The provisions of this paragraph 2.20 will survive the termination of this Agreement.

- 2.21 **Application of Privacy Rule to Contractor.** Where provided, the standards, requirements, and implementation specifications adopted under 45 C.F.R. Part 164, Subpart E, apply to Contractor with respect to the Protected Health Information of Singh-Nadella M.D.'s.
- 2.22 **Fundraising.** Contractor agrees to clearly and conspicuously provide any recipient of fundraising communications the opportunity to opt out of receiving any further such solicitations.
- 2.23 **Sale of Protected Health Information.** Contractor shall, except pursuant to and in compliance with 45 C.F.R. § 164.508(a)(4), not engage in the sale of Protected Health Information.
- 2.24 **Compliance and Enforcement.** Contractor is subject to the compliance, enforcement and civil monetary penalties provisions at 45 C.F.R., Part 160, Subparts C and D.
- 2.25 **Individual's Access to Protected Health Information.** Contractor shall cooperate with Singh-Nadella M.D.'s on a timely basis, consistent with 45 C.F.R. § 164.524(b) (2), to fulfill all requests by individuals for access to the individual's Protected Health Information that are approved by the Practice. Contractor shall make available Protected Health Information in a designated record set to Singh-Nadella M.D.'s as necessary to satisfy the Practice's obligations under 45 C.F.R. § 164.524(c). Contractor further agrees that to the extent Contractor maintains Protected Health Information of Singh-Nadella M.D.'s in an electronic health record ("EHR"), the Practice must comply with patients' requests for access to their Protected Health Information by giving them, or any entity that they designate clearly, conspicuously and specifically, the information in an electronic format, and must not charge the requestor more than the labor costs in responding to the request for the copy (or summary or explanation).
- 2.26 **Implement Information Security Program.** Contractor shall implement a documented information security program that includes administrative, technical and physical safeguards designed to prevent the accidental or otherwise unauthorized use or disclosure of Protected Health Information, and the integrity and availability of electronic Protected Health Information it creates, receives, maintains or transmits on behalf of Singh-Nadella M.D.'s. The security program shall include reasonable and appropriate policies and procedures to comply with the

standards, implementation specifications, and other requirements of the HIPAA Security Rule. In addition, Contractor agrees to (1) maintain written documentation of its policies and procedures, and any action, activity or assessment which the HIPAA Security Rule requires to be documented, (2) retain this documentation for 6 years from the date of its creation or the date when it last was in effect, whichever is later, (3) make this documentation available to those persons responsible for implementing the procedures to which the documentation pertains, and (4) review this documentation periodically, and update it as needed in response to environmental or operational changes affecting the security of the electronic Protected Health Information. Contractor agrees to encrypt all electronic Protected Health Information and destroy all paper Protected Health Information such that it is unusable, unreadable, or indecipherable to unauthorized users. Upon request, Contractor shall make available Contractor's security program, including the most recent electronic Protected Health Information risk analysis, policies, procedures, security incidents and responses and evidence of training.

- 2.27 **Amendments to Protected Health Information.** Contractor shall make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Practice pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Singh-Nadella M.D.'s obligations under 45 C.F.R. § 164.526. Contractor must act on an individual's request for an amendment in a manner and within the time period set forth in 45 C.F.R. § 164.526(b)(2).
- 2.28 **Marketing.** Contractor shall not use or disclose Protected Health Information for marketing purposes without the individual's authorization, except as provided in 45 C.F.R. §§ 164.508(a)(3)(i)(A) and (B).

Article III. Permitted Uses and Disclosures by Contractor

- 3.1 **General Use and Disclosure.** Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information only to perform its obligations and services to Singh-Nadella M.D.'s or as Required By Law, provided that such use or disclosure would not violate the Privacy or Security Rule if done by the Practice.
- 3.2 **Specific Use and Disclosure Provisions.**
- 3.2.1. **Management and Administration of Contractor.** Except as otherwise limited in this Agreement, Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
- 3.2.2. **Other Uses and Disclosures.** Except as otherwise limited in this Agreement, and

notwithstanding Section 3.01 above, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are Required by Law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

- 3.2.3. **Data Aggregation Services.** Contractor may use Protected Health Information to provide data aggregation services to Singh-Nadella M.D.'s as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).
- 3.2.4. **Reporting Violations of the Law.** Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.51(f) .
- 3.2.5. **Reporting to Health Plan.** Contractor will not disclose Protected Health Information to a health plan if the individual to whom the Protected Health Information pertains has so requested and (1) the disclosure would be for the purposes of payment or health care operations, and not for the purposes of treatment, (2) the Protected Health Information at issue pertains to a health care item or service for which the individual pays out-of-pocket and in full and (3) the disclosure is not required by law.
- 3.2.6. **Minimum Necessary.** Contractor will, in the performance of its obligations and services to Singh-Nadella M.D.'s make reasonable efforts to use, disclose and request only the minimum amount of the Practice's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except as set forth in 45 C.F.R. § 164.502(b)(2).

Article IV. Obligations of Physician Practice

- 4.1 **Provisions for Singh-Nadella M.D.'s to Inform Contractor of Privacy Practices and Restrictions.**
 - 4.1.1. Upon Contractor's request, Singh-Nadella M.D.'s shall provide Contractor with the notice of privacy practices that the Practice produces in accordance with 45 C.F.R. § 164.520, as well as any changes to that notice.
 - 4.1.2. Singh-Nadella M.D.'s shall provide Contractor with any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and

disclosures.

- 4.1.3. Singh-Nadella M.D.'s shall notify Contractor, in writing, of any restriction to the use or disclosure of Protected Health Information that the Practice has agreed to in accordance with 45 C.F.R. § 164.522, and Contractor agrees to conform to any such restriction.
 - 4.1.4. Singh-Nadella M.D.'s acknowledges that it shall provide to, or request from, the Contractor only the minimum Protected Health Information necessary for Contractor to perform or fulfill a specific function required or permitted hereunder.
 - 4.1.5. Singh-Nadella M.D.'s shall take immediate steps to mitigate an impermissible use or disclosure of Protected Health Information from Contractor to the Practice, including its staff, employees and agents who send and receive Protected Health Information to and from Contractor in the course and scope of their employment, such as obtaining the recipient's satisfactory assurances that the information will not be further used or disclosed (through a confidentiality agreement or similar means between Singh-Nadella M.D.'s and its staff, employees and agents) or will be destroyed.
- 4.2 **Permissible Requests by Singh-Nadella M.D.'s Physician.** The Practice represents and warrants that it has the right and authority to disclose Protected Health Information to Contractor for Contractor to perform its obligations and provide services to Singh-Nadella M.D.'s. The Practice shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Singh-Nadella M.D.'s.

Article V. Term and Termination

- 5.1 **Term.** The provisions of this Agreement shall take effect September 23, 2013. Except as otherwise provided herein, the Agreement shall terminate when all of the Protected Health Information provided by Singh-Nadella M.D.'s to Contractor, or created or received by Contractor on behalf of the Practice, is destroyed or returned to the Practice.
- 5.2 **Termination for Cause.** Upon a Party's knowledge of a material breach by the other party, the non-breaching Party shall provide an opportunity for the breaching Party to cure the breach or end the violation and terminate this Agreement if the breaching Party does not cure the breach or end the violation within the time specified by the non-breaching Party or immediately terminate this Agreement if cure of such breach is not possible.

- 5.3 **Termination Without Cause.** Either party to this Agreement may terminate the Agreement upon provision of sixty (60) days prior written notice.
- 5.4 **Effect of Termination.**
- 5.4.1. **Disposal of PHI.** Except as provided in paragraph 5.04.02 of this Section, upon termination of this Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from Singh-Nadella M.D.'s, or created or received by Contractor on behalf of Singh-Nadella M.D.'s, at the direction of the Practice. Contractor shall request, in writing, Protected Health Information that is in the possession of subcontractors or agents of Contractor.
- 5.4.2. In the event the Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to Singh-Nadella M.D.'s notification of the conditions that make return or destruction infeasible. If return or destruction of Protected Health Information is infeasible, Contractor shall extend the protection of this Agreement to such Protected Health Information, for so long as Contractor maintains such Protected Health Information. Following the termination of this Agreement, Contractor shall not disclose Protected Health Information except to Singh-Nadella M.D.'s or as Required by Law.

Article VI. Miscellaneous

- 6.1 **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 **Amendment.** This Agreement may be amended upon the mutual written agreement of the parties. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, and by mutual agreement, amend the Agreement In such manner as such party determines necessary to comply with such law, policy, decision or regulation. If the other party disagrees with such amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.
- 6.3 **Survival.** The obligations of Contractor under Section 5.04.02 of this Agreement shall survive the termination of this Agreement.

- 6.4 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Singh-Nadella M.D.'s to comply with the HIPAA Rules. In the event of any inconsistency or conflict between this Agreement and any other agreement between the parties, the terms, provisions and conditions of this Agreement shall govern and control. In the event of an inconsistency between the provisions of the Agreement and the mandatory terms of the HIPAA Rules, as may be amended from time to time by HHS or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the Parties, the interpretation of HHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence. Where provisions of this Agreement are different from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of the Agreement shall control.
- 6.5 **No third party beneficiary.** Nothing express or implied in this Agreement is intended to confer, and nothing herein shall confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- 6.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania. Any disputes relating to this Agreement shall be resolved by the state or federal courts located in Erie, Pennsylvania and Contractor consents to venue in those courts as proper.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BUSINESS ASSOCIATE

Signature: _____

Name: _____

Title: _____

Date: _____

Company Name: _____

Company Address: _____

Telephone #: _____

Type of Business: _____

SINGH-NADELLA M.D.'s

Signature: _____

Name: Rajeswari Nadella

Title: Privacy Officer

Date: September 23, 2013