

## AGREEMENT WITH BUSINESS ASSOCIATE – SAFEGUARDING

### PRIVATE INFORMATION

This agreement (“Agreement”) is effective as described below by and between LabThruput \_\_\_\_\_ (“Business Associate” or “BA”) and any of the affiliated company(ies) of \_\_\_\_\_ for which Business Associate is to provide services or functions and which are regulated by Subtitle F of Title II of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations (45 CFR Parts 160, 162 and 164) (“the Privacy Rules” and “the Security Rules” or “the HIPAA Rules”), and/or the “nonaffiliated third party” requirements of Title V of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 *et seq.*) (“GLBA”) and, as applicable, state statutes and regulations implementing same, including its implementing regulations issued by the Insurance Commissioner of the State of New York – Regulation 169; the information collection and disclosure requirements set forth at N.J.S.A. 17:23A-1 *et seq.* – the New Jersey Information Practices Act, and its implementing bulletins, Bulletin Nos.: 00-15 and 01-10, issued by the Commissioner of the New Jersey Department of Banking and Insurance; and its implementing regulations issued by the Department of Insurance of the Commonwealth of Pennsylvania (collectively, “the GLBA Rules”), either because \_\_\_\_\_ is a Covered Entity under the HIPAA Rules or is itself a business associate of a Covered Entity under those Rules.

\_\_\_\_\_ and Business Associate mutually agree to the terms of this Agreement in order to comply with the business associate contracting requirements the HIPAA Rules and the “nonaffiliated third party” requirements of the GLBA Rules.

This Agreement is effective on the earlier of the last date written below or the date Business Associate first provides services to \_\_\_\_\_ (“the Effective Date”).

#### **A. Safeguarding Private Information.**

1. **“Private Information” defined.** “Private Information” consists of the following information created or received on behalf of, or received from, \_\_\_\_\_: Protected Health Information (“PHI”) as defined by the HIPAA Rules, Personal or Privileged Information as defined by the New Jersey Information Practices Act, and Nonpublic Personal Financial and, as applicable, Health Information as defined by GLBA and the GLBA Rules.

2. **Permitted Uses and Disclosures.** Business Associate will not Use, Disclose or make requests for Private Information except the minimum information that is necessary to accomplish its purposes as Required by Law and as permitted or required by this Agreement, as follows:

a) **Functions and Activities on \_\_\_\_\_’s Behalf.** In addition to providing data aggregation services to \_\_\_\_\_ if and as \_\_\_\_\_ may request, Business Associate is permitted to Use, Disclose or make requests for Private Information *only* as follows: Home Telemonitoring Company to 24/7 Home telemonitor CHF patients for all LOB, Fully Insured, Medicare, National Accounts, SHBP and FEP.

b) Data Aggregation. Upon request by \_\_\_\_\_ in order to fulfill Business Associate's duties to \_\_\_\_\_ under its business agreement with \_\_\_\_\_ ("Services"), Business Associate may conduct Data Aggregation services to the extent permitted by the HIPAA Rules and not otherwise prohibited by this Agreement.

c) Disclosure to Subcontractors and Agents. Business Associate may Disclose Private Information to its agents and subcontractors to perform Services on its behalf to the extent permitted under this Agreement. Prior to such Disclosure, Business Associate will comply with Section B.3 of this Agreement.

3. **Prohibition on Unauthorized Use or Disclosure of Consumer Lists**. Business Associate will not develop any list, description or other grouping of individuals using, or use or disclose any such list derived from, Nonpublic Personal Financial Information received from, or created or received on behalf of, \_\_\_\_\_, except as expressly permitted by this Agreement or in writing by \_\_\_\_\_.

**B. Compliance with the HIPAA Rules and \_\_\_\_\_'s Privacy and Security Policies and Procedures.**

1. Business Associate will Use, Disclose and request Private Information only:

a) consistent with the manner in which \_\_\_\_\_ is permitted by the HIPAA Rules (as amended from time to time) to Use, Disclose and request same;

b) consistent with the manner in which \_\_\_\_\_ is permitted by applicable state law not preempted pursuant to 45 CFR Part 160, Subpart B of the HIPAA Rules to Use, Disclose and request same; and

c) consistent with \_\_\_\_\_'s information privacy and security policies and procedures, as they may be amended from time to time. \_\_\_\_\_ shall provide Business Associate with a copy of \_\_\_\_\_'s said policies and procedures upon reasonable request. Business Associate is not responsible for complying with a \_\_\_\_\_ policy or procedure or, as applicable, a change to same if \_\_\_\_\_ fails to give notice of such policy, procedure or change; unless such policy, procedure or change reflects a requirement of state and/or federal laws and/or regulations.

2. **Information Safeguards**. Business Associate will develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with Social Security Act §1173(d) (42 U.S.C. §1320d-2(d)), 45 CFR §164.530(c), any other implementing regulations issued in support of the HIPAA Rules and, as well, the GLBA Rules, to preserve the security, integrity and privacy of and to prevent non-permitted or violating Use, Disclosure or request of Private Information. Business Associate will document and keep these safeguards current.

Such safeguards shall include, by the later of the Effective Date or compliance date of the regulations set forth at 45 C.F.R. §§ 164.302 to 164.318 (the “Security Rules”), administrative, technical and physical safeguards appropriately protecting the confidentiality, integrity, and availability of Private Information in the manner set forth in the Security Rules (or in any amendment thereof), including but not limited to the documentation of such safeguards, to the extent that such Private Information is considered electronic PHI under those Rules.

Business Associate shall report to \_\_\_\_\_ as soon as practicable but in all events within 30 calendar days all Security Incidents known to Business Associate that occur within the control of Business Associate or its agents or subcontractors.

3. **Subcontractors and Agents.** Business Associate will require, in writing, each of its subcontractors and agents to which Business Associate is permitted by this Agreement to Disclose Private Information to provide reasonable assurance that said subcontractor or agent will comply with the same restrictions and conditions, including any privacy and security obligations, to which Business Associate is subject with respect to such Private Information.

C. **Compliance with Standard Transactions.** If Business Associate conducts, in whole or in part, Standard Transactions for or on behalf of \_\_\_\_\_, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 CFR Part 162; and will execute with \_\_\_\_\_ its Trading Partner Agreement relating to the conduct of Standard Transactions. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of \_\_\_\_\_ that:

1. changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. adds any data elements or segments to the maximum defined data set;
3. uses any code or data element that is marked “not used” in the Standard Transaction’s implementation specification or is not in the Standard Transaction’s implementation specification;
4. changes the meaning or intent of the Standard Transaction’s implementation specification; or
5. otherwise fails to comply with the HIPAA and its implementing regulations, as they may be amended from time to time.

D. **Private Information Access, Amendment, Disclosure Accounting and Other Rights.**

1. **Access.** In the event that Business Associate directly receives a request for access to Private Information from an Individual or an Individual’s personal representative, Business Associate will notify \_\_\_\_\_ immediately – at which time

\_\_\_\_\_ will, in its sole discretion, itself satisfy any such Individual request directly. Business Associate will submit to \_\_\_\_\_, within 10 business days (or such shorter time frame as described below) of \_\_\_\_\_'s notice, all Private Information in its custody and control such that \_\_\_\_\_ may directly meet its access obligation under the Privacy Rules, at 45 CFR §164.524 and the New Jersey Information Practices Act, if applicable. If a \_\_\_\_\_ customer requires \_\_\_\_\_ to respond more quickly than required by the HIPAA Rules, \_\_\_\_\_ will notify Business Associate of the shorter time frame for response; and Business Associate will respond to \_\_\_\_\_ in the time designated by \_\_\_\_\_ such that \_\_\_\_\_ can meet its customer's requirements.

In the event that \_\_\_\_\_ receives a request for access to Private Information from an Individual or an Individual's personal representative, \_\_\_\_\_ will, in its sole discretion, satisfy any such Individual request directly. Business Associate will submit to \_\_\_\_\_, within 10 business days (or such shorter time frame as described below) of \_\_\_\_\_'s notice of its receipt of request, all Private Information in its custody and control such that \_\_\_\_\_ may directly meet its access obligation under the Privacy Rules, at 45 CFR §164.524 and the New Jersey Information Practices Act, if applicable. If a \_\_\_\_\_ customer requires \_\_\_\_\_ to respond more quickly than required by the HIPAA Rules, \_\_\_\_\_ will notify Business Associate of the shorter time frame for response; and Business Associate will respond to \_\_\_\_\_ in the time designated by \_\_\_\_\_ such that \_\_\_\_\_ can meet its customer's requirements.

2. **Amendment.** In the event that Business Associate directly receives a request for amendment from an Individual or an Individual's personal representative, Business Associate will notify \_\_\_\_\_ immediately – at which time \_\_\_\_\_ will, in its sole discretion, itself make a determination on any such request directly. Business Associate will amend, upon \_\_\_\_\_'s direction, within 3 business days (or such shorter time frame as described below) all Private Information in its custody and control which is related to the subject of the request, in order that \_\_\_\_\_ may directly meet its amendment obligation under the Privacy Rules, at 45 CFR §164.526 and the New Jersey Information Practices Act, if applicable. Business Associate will assist \_\_\_\_\_ in meeting its amendment obligation, as needed and throughout any administrative hearings that may arise from any such request. If a \_\_\_\_\_ customer requires \_\_\_\_\_ to respond more quickly than required by the HIPAA Rules, \_\_\_\_\_ will notify Business Associate of the shorter time frame for response.

In the event that \_\_\_\_\_ receives a request for amendment from an Individual or an Individual's personal representative, \_\_\_\_\_ will, in its sole discretion, make a determination on the Individual's request. Business Associate

will amend, within 3 business days (or such shorter time frame as described below) all Private Information in its custody and control which is related to the subject of the request, in order that \_\_\_\_\_ may directly meet its amendment obligation under the Privacy Rules, at 45 CFR §164.526 and the New Jersey Information Practices Act, if applicable. Business Associate will assist \_\_\_\_\_ in meeting its amendment obligation, as needed and throughout any administrative hearings that may arise from any such request. If a \_\_\_\_\_ customer requires \_\_\_\_\_ to respond more quickly than required by the HIPAA Rules, \_\_\_\_\_ will notify Business Associate of the shorter time frame for response.

3. **Disclosure Accounting.** In the event that Business Associate directly receives a request for an accounting of Disclosures from an Individual or an Individual's personal representative, Business Associate will notify \_\_\_\_\_ immediately – at which time \_\_\_\_\_ will, in its sole discretion, itself make a determination on any such Individual request directly. Business Associate will submit to \_\_\_\_\_, within 5 business days (or such shorter time frame as described below) of \_\_\_\_\_'s notice to Business Associate, an accounting of all such Disclosures, in order that \_\_\_\_\_ may meet its Disclosure accounting obligations under the Privacy Rules, at 45 CFR §164.528. If a \_\_\_\_\_ customer requires \_\_\_\_\_ to respond more quickly than required by the HIPAA Rules, \_\_\_\_\_ will notify Business Associate of the shorter time frame for response; and Business Associate will respond to \_\_\_\_\_ in the time designated by \_\_\_\_\_ such that \_\_\_\_\_ can meet its customer's requirements.

In the event that \_\_\_\_\_ receives a request for an accounting of Disclosures from an Individual or an Individual's personal representative, \_\_\_\_\_ will, in its sole discretion, respond to the Individual's request directly. Business Associate will submit to \_\_\_\_\_, within 5 business days (or such shorter time frame as described below) an accounting of all such Disclosures, in order that \_\_\_\_\_ may meet its Disclosure accounting obligations under the Privacy Rules, at 45 CFR §164.528. If a \_\_\_\_\_ customer requires \_\_\_\_\_ to respond more quickly than required by the HIPAA Rules, \_\_\_\_\_ will notify Business Associate of the shorter time frame for response; and Business Associate will respond to \_\_\_\_\_ in the time designated by \_\_\_\_\_ such that \_\_\_\_\_ can meet its customer's requirements.

In all events, Business Associate will document, and will require its agents and subcontractors to document, each Disclosure for which an accounting is required in accordance with the Privacy Rules, 45 CFR §164.528, and \_\_\_\_\_'s privacy policies and procedures that is made by it or them of Private Information; and will notify \_\_\_\_\_ immediately of any such Disclosure.

4. **Prohibition on Unauthorized Use or Disclosure.** Business Associate will not Use, Disclose, or make requests for Private Information received from another business associate of \_\_\_\_\_, except as permitted or required by this Agreement, as Required by Law, or as otherwise permitted in writing by \_\_\_\_\_.

5. **Personal Representatives.** In the event Business Associate receives a request from an Individual to treat another person as the Individual's personal representative, Business Associate promptly will notify \_\_\_\_\_ of such request immediately – at which time \_\_\_\_\_ will, in its sole discretion, itself make a determination on the request. Business Associate will treat as a personal representative any person so designated by the member and accepted by \_\_\_\_\_.

In the event \_\_\_\_\_ receives a request from an Individual to treat another person as the Individual's personal representative, \_\_\_\_\_ will, in its sole discretion, make a determination on the request directly. Business Associate will treat as a personal representative any person so designated by the member and accepted by \_\_\_\_\_.

6. **Confidential Communication.** In the event Business Associate receives a request from an Individual or an Individual's personal representative for communications by alternative means or at alternative locations, due to the Individual's assertion that he/she will be endangered if communications occur through the normal means or to the normal location ("confidential communications" under the Privacy Rules), Business Associate promptly will notify \_\_\_\_\_ of such request – at which time \_\_\_\_\_ will, in its sole discretion, itself make a determination on the request. Business Associate will communicate with the Individual in the alternative means or location, as agreed to by \_\_\_\_\_.

In the event \_\_\_\_\_ receives a request from an Individual or an Individual's personal representative for confidential communications under the HIPAA Rules, \_\_\_\_\_ will, in its sole discretion, make a determination on the request directly. Business Associate will communicate with the Individual in the alternative means or location, as agreed to by \_\_\_\_\_.

7. **Restrictions of Use and Disclosure of Private Information.** In the event Business Associate receives a request from an Individual or an Individual's personal representative for restrictions on the Use and Disclosure of Private Information for Treatment, Payment and Health Care Operations purposes as permitted by the Privacy Rules, Business Associate promptly will notify \_\_\_\_\_ of such request – at which time \_\_\_\_\_ will, in its sole discretion, itself make a determination on the request. Business Associate will follow the restrictions on Use and Disclosure of Private Information, as agreed to by \_\_\_\_\_.

In the event \_\_\_\_\_ receives a request from an Individual or an Individual's personal representative for restrictions on the Use and Disclosure of Private Information for Treatment, Payment and Health Care Operations purposes as permitted

by the Privacy Rules, \_\_\_\_\_ will, in its sole discretion, make a determination on the request. Business Associate will follow the restrictions on Use and Disclosure of Private Information, as agreed to by \_\_\_\_\_.

8. **Audit and Inspection of Books and Records.** Business Associate will make its internal practices, books, records, and other documents, including proof of the performance of any of its obligations under this Agreement relating to its Use, Disclosure and request, as well as its safeguarding, of Private Information, available to \_\_\_\_\_ for audit and compliance purposes during regular business hours at its place of business; and to the U.S. Department of Health and Human Services to determine compliance with the HIPAA Rules, 45 CFR Parts 160, 162 and 164 of this Agreement.

**E. Notification to \_\_\_\_\_ by Business Associate Relative to Privacy and Security.**

1. Unless otherwise provided for herein or directed otherwise, Business Associate will provide \_\_\_\_\_'s Privacy Official with oral notice of all of the following, if and as any should occur:

- a) Complaints received about \_\_\_\_\_'s or Business Associate's privacy or security policies or practices, including those of its agents and subcontractors;
- b) Requests by Individuals for access and/or amendment to Private Information, as described above;
- c) Requests by Individuals for accountings of Disclosures as described above, as well as Disclosures of Private Information made by Business Associate or its subcontractors and agents that are considered subject to the need for accounting in accordance with 45 CFR § 164.512 of the Privacy Rules and \_\_\_\_\_'s privacy policies and procedures;
- d) Inquiries regarding \_\_\_\_\_'s or Business Associate's privacy or security policies or practices, including inquiries about and requests for \_\_\_\_\_'s Notice of Information Privacy Practices;
- e) Need for an authorization and requests for designation of personal representatives;
- f) Requests for confidential communications, as described above;
- g) Requests for other restrictions on Use or Disclosure of Private Information, as described above;
- h) Any request that exercises a member's rights relative to his or her Private Information;

- i) The occurrence of any Security Incidents, whether or not any such attempts are successful, with respect to Private Information;
- j) Business Associate becomes aware of any criminal action; and
- k) An external investigation or inquiry is made, including a compliance investigation or audit contemplated by paragraph D.8 of this Agreement or otherwise.

**F. Breach of Privacy or Security Obligations.**

1. **Reporting.** Business Associate will provide written notice to \_\_\_\_\_ of any Use or Disclosure of, or request for, Private Information not permitted either by this Agreement or otherwise in writing by \_\_\_\_\_, or which is otherwise in violation of the HIPAA Rules, the New Jersey Information Practices Act, if applicable, or GLBA and the GLBA Rules; as well as of any Security Incidents as defined in the Security Rules. Business Associate shall provide such notification without regard for whether the violation arose from the conduct of the Business Associate, one of its employees, agents or subcontractors. Business Associate will notify \_\_\_\_\_'s Legal Department and its Privacy Official not more than 2 business days after Business Associate learns of such non-permitted or violating Use, Disclosure or request; or of any Security Incident. Business Associate's notice will at least:

- a) identify the nature of the non-permitted or violating Use, Disclosure or request, or Security Incident;
- b) identify the Private Information Used, Disclosed or requested, or involved in the Security Incident;
- c) identify who made the non-permitted or violating Use, request, or Disclosure, or was responsible for the Security Incident, and who received the Private Information as a result of the non-permitted or violating Disclosure or Security Incident;
- d) identify what corrective action Business Associate took or will take to prevent further non-permitted or violating Use, Disclosure or request, or reoccurrence of the Security Incident;
- e) identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted or violating Use or Disclosure, or Security Incident; and
- f) provide such other information, including a written report, as \_\_\_\_\_ may reasonably request.



## 2. Termination of Agreement.

a) Right to Terminate for Breach. If \_\_\_\_\_ determines that Business Associate has breached any provision of this Agreement \_\_\_\_\_ may terminate this Agreement with Business Associate or may notify Business Associate of such breach. If \_\_\_\_\_ notifies Business Associate of the breach, Business Associate shall cure the breach or end the violation as soon as possible, but in no event later than 30 days after receiving notice of such breach. If Business Associate fails to take reasonable steps to affect such a cure within such time period, \_\_\_\_\_ may report the problem to the Secretary of Health and Human Services or, if feasible, terminate this Agreement with Business Associate.

\_\_\_\_\_ may exercise the right to terminate this Agreement by providing Business Associate written notice of termination, stating the breach that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in \_\_\_\_\_'s notice of termination.

b) Immediate Termination Relating to Judicial or Administrative Proceedings. \_\_\_\_\_ may terminate this Agreement, effective immediately, if: Business Associate is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or other privacy or security laws; or a finding or stipulation that Business Associate has violated any standard or requirement of the HIPAA Rules or other privacy or security laws is made or entered in any administrative or civil proceeding in which Business Associate has been joined.

c) Obligations upon Termination.

(i) Return or Destruction. Upon termination, cancellation, expiration or other conclusion of this Agreement or the business relationship between Business Associate and \_\_\_\_\_, Business Associate will, in \_\_\_\_\_'s sole discretion, return to \_\_\_\_\_ or destroy all Private Information in whatever form or medium (including in any electronic medium under Business Associate's custody or control), including all copies of and any data or compilations derived from and allowing identification of any Individual who is a subject of the Private Information. Business Associate will complete such return or destruction as promptly as possible, but in no event later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of this Agreement or the business relationship. Business Associate will identify any Private Information that cannot feasibly be returned to \_\_\_\_\_ or destroyed, and will extend all the protections afforded Private Information under this Agreement to any such information, as well as limit its further Use or Disclosure of that Private Information to those purposes that made return or destruction of that Private Information infeasible.

Within such 30 days, Business Associate will certify an oath in writing to \_\_\_\_\_ that such return or destruction has been completed; and will deliver to \_\_\_\_\_ the identification of any Private Information for which return or destruction is infeasible and, for that Private Information, will certify that it will only Use or Disclose such Private Information for those purposes that make return or destruction infeasible.

- (ii) Continuing Privacy and Security Obligations. Business Associate's obligation to protect the privacy and security of Private Information will be continuous and survive termination, cancellation, expiration or other conclusion of this Agreement or its Services for \_\_\_\_\_.

### 3. Indemnification.

a) Indemnification by Business Associate. Business Associate will indemnify and hold harmless \_\_\_\_\_ and any \_\_\_\_\_ affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating Use, Disclosure or request of Private Information or other breach of this Agreement by Business Associate or any subcontractor, agent, person or entity under Business Associate's control.

b) Right to Tender or Undertake Defense. If \_\_\_\_\_ is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating Use, Disclosure or request of Private Information or other breach of this Agreement by Business Associate or any subcontractor, agent, person or entity under Business Associate's control, \_\_\_\_\_ will have the option at any time either (i) to tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys to represent \_\_\_\_\_'s interests at Business Associate's expense, or (ii) undertake its own defense, choosing the attorneys, consultants and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants and other professionals.

c) Right to Control Resolution. \_\_\_\_\_ will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that \_\_\_\_\_ may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify \_\_\_\_\_ under this Agreement.

d) Injunctive Relief. Business Associate expressly agrees that a breach or threatened breach of any provision of this Agreement by Business Associate, any

agent of Business Associate or employee of Business Associate is highly likely to cause significant, irreparable harm to \_\_\_\_\_ and that \_\_\_\_\_ shall be entitled to temporary, preliminary and/or permanent injunctive relief to protect its interests and the interests of affected individuals; provided, however, that no specification of a particular legal or equitable remedy is to be construed as a waiver, prohibition, or limitation of any legal or equitable remedies in the event of a breach hereof.

## **G. General Provisions.**

1. **Definitions.** Capitalized terms not defined in this Agreement shall have the meaning set forth in the HIPAA Rules or the GLBA Rules, as applicable.
2. **Data Ownership.** Business Associate acknowledges and agrees that, during the term of this Agreement and after the termination thereof, it has no ownership rights whatsoever with respect to the Private Information; and that all such Private Information is owned by \_\_\_\_\_.
3. **Amendment to Agreement.** Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to the privacy and security of Private Information or Standard Transactions, or by the Insurance Commissioners of the states in which \_\_\_\_\_ is licensed to conduct business with respect to Nonpublic Personal Financial and Health Information or Personal or Privileged Information, this Agreement of which it is part will automatically amend such that the obligations they impose on Business Associate remain in compliance with these laws and regulations.
4. **Conflicts.** The terms and conditions of this Agreement will override and control any conflicting term or condition of the business agreement between \_\_\_\_\_ and Business Associate. All nonconflicting terms and conditions of this Agreement remain in full force and effect.
5. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to benefit from this Agreement and no third-party beneficiary rights will be implied from anything contained in this Agreement.
6. **Interpretation.** Any ambiguity in this Agreement will be resolved in favor of a meaning that permits the applicable Covered Entity to comply with the HIPAA Rules.
7. **Survival.** Sections F.1. and F.3. (Breach of Privacy or Security Obligations Reporting and Indemnification), and G.2. (Data Ownership) of this Agreement shall survive the expiration or any termination of this Agreement. Otherwise, the provisions of this Agreement shall survive the expiration or any termination of this Agreement to the extent that the Business Associate continues to maintain Private Information.
8. **Governing Law.** All disputes arising under this Agreement shall be governed by New Jersey law unless otherwise provided in the underlying Services agreement.

9. **Notices.** Unless otherwise provided herein, notices will be deemed given when properly addressed to \_\_\_\_\_'s Privacy Official of record, for \_\_\_\_\_, and to the Business Associate contact person of record, for Business Associate, upon the date of receipt if hand-delivered, or 4 business days after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid, or 1 business day after deposit with a national overnight courier for next business day delivery, or upon the date of electronic confirmation of receipt of a facsimile transmission.

**IN WITNESS WHEREOF,** \_\_\_\_\_ and Business Associate execute this Agreement in multiple originals to be effective on the earlier of the date on which Business Associate began providing Services to \_\_\_\_\_ or the last date written below.

\_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_