

## HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and among each of the entities indicated on the signature page to this Addendum (each hereinafter referred to individually as a “Party” and collectively as the “Parties”).

### W I T N E S S E T H:

WHEREAS, \_\_\_\_\_ (“Covered Entity”) and Lifeline Systems, Inc. (“Business Associate”) agree to amend their [current Personal Emergency Response Services Agreement](#) (“PERS Agreement”) upon the following terms and conditions of this Addendum; and

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), regulations have been promulgated governing the privacy of individually identifiable health information (codified at 45 C.F.R. Parts 160 and 164) (“HIPAA Privacy Regulations”); and

WHEREAS, the HIPAA Privacy Regulations specify requirements with respect to the contracts between an entity covered under the HIPAA Privacy Regulations, and its Business Associates, defined as a party which performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information; and

WHEREAS, in accordance with the HIPAA Privacy Regulations, the parties seek to enter into this Addendum specifying certain of their respective obligations when acting in the capability of a Covered Entity and a Business Associate.

NOW THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Protected Health Information. This Addendum shall specify the terms and conditions governing the handling of protected health information (as defined by the HIPAA Privacy Regulations) provided by, or created or received by Vendor when acting as a Business Associate of the Covered Entity.

2. Services. Pursuant to the [PERS Agreement](#), Business Associate provides services (“Services”) for or on behalf of Covered Entity that are encompassed within the definition of “business associate” under the HIPAA Privacy Regulations and that involve the use and/or disclosure of the Protected Health Information. Except as otherwise provided herein, Business Associate may make: (1) any and all uses disclosures of the Protected Health Information necessary to perform its obligations under the [PERS Agreement](#); and (2) any use or disclosure of the Protected Health Information permitted under applicable law. Moreover, Business Associate may disclose the Protected Health Information: (1) to its subcontractors and agents in accordance with Section 8 below; and (2) as directed by Covered Entity.

3. Additional Purposes for Use and Disclosure. Notwithstanding Section 2 above and unless otherwise limited herein:

(1) Business Associate may use the Protected Health Information if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate under the [PERS Agreement](#), including all uses necessary for the provision of PERS service, Business Associates operation and billing or applicable law; and

(2) Business Associate may disclose the Protected Health Information to third parties for the **purpose of providing monitoring services** or the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that: (a) the disclosure is **reasonably required** to provide monitoring services; or (b) the disclosure is required by law; or (c) Business Associate has obtained from the third party written assurance, which shall be available to Covered Entity upon request, that the Protected Health Information shall 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 that the third party shall immediately notify Business Associate, in writing, of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached; and

(3) Business Associate may aggregate the Protected Health Information with such information of other covered entities which Business Associate has received or created in its capacity as a business associate of such other covered entities provided that the purpose of the aggregation is to provide Business Associate with data analyses relating to Business Associate's operations; and

(4) Business Associate may de-identify the Protected Health Information provided that Business Associate satisfies the applicable provisions for de-identification under HIPAA Privacy Regulations and provides Covered Entity with written documentation as required by said provision. Any such de-identified information shall not constitute Protected Health Information and shall not be subject to the terms and conditions of this Addendum.

4. Privacy Notice & Response to Requests for Information. Business Associate acknowledges that Covered Entity must post its Privacy Notice and respond to requests for information as required by the HIPAA Privacy Regulations. Business Associate will provide Covered Entity with requested documentation concerning Business Associates service to Covered Entity as required for Covered Entity's HIPAA compliance. If Business Associate receives a request for information pursuant to the HIPAA Privacy Regulations Business Associate will direct such request to Covered Entity.

5. Appropriate Safeguards. Business Associate agrees that it shall utilize physical, administrative and technical safeguards to ensure that the Protected Health Information is not used or disclosed in any manner inconsistent with this Addendum. Such safeguards shall include, but not be limited to: (1) establishing policies and procedures to ensure that any employee of Business Associate who does not have a reasonable need for the Protected Health Information in order to accomplish an authorized use or disclosure is not given access to such information and that all employees of Business Associate whose services may be used to fulfill obligations under this Addendum are appropriately informed of the terms of this Agreement; and (2) disclosing to any agent, subcontractor or other third party and requesting from Covered Entity only the **minimum** Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

6. Report of Inconsistent Use or Disclosure. Business Associate agrees to report, in writing, to Covered Entity's privacy officer any use or disclosure of the Protected Health Information which is inconsistent with the terms of this Addendum within five (5) business days of Business Associate's discovery of such inconsistent use or disclosure.

7. Mitigation. Business Associate agrees to establish policies and procedures for mitigating, to the greatest extent practicable, any harmful effect from any inconsistent use or disclosure of the Protected Health Information which Business Associate is required to report to Covered Entity pursuant to this Addendum.

8. Agents and Subcontractors. Business Associate agrees to enter into a written contract with any agent or subcontractor to which Business Associate provides or makes available the Protected Health Information and agrees that such contract shall obligate Business Associate's agent or subcontractor, as applicable, to abide by the same term and conditions with respect to use and disclosure of the Protected Health Information as are recited in this Addendum.

9. Access to Protected Health Information. In response to a written request from Covered Entity for access to Protected Health Information, Business Associate agrees to make available the Protected Health Information of subscribers under Covered Entity program code to the Covered Entity. If Business Associate receives a request for information pursuant to the HIPAA Privacy Regulations from someone other than Covered Entity, then Business Associate will direct such request to Covered Entity.

10. Changes to Protected Health Information. Business Associate agrees to make available the Protected Health Information for amendment and to incorporate any amendment to the Protected Health Information requested by the individual to whom any such Protected Health Information relates or the individual's authorized personal representative or as directed by Covered Entity in accordance with applicable law.

11. Secretary's Access to Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of the Protected Health Information available to the Secretary of Health and Human Services ("Secretary") or the Secretary's designee for the purpose of determining Covered Entity's Compliance with the HIPAA Privacy Regulations. Business Associate shall immediately notify Covered Entity of its receipt of such request and shall provide Covered Entity with a copy of any such materials so accessed.

12. Covered Entity's Access to Books and Records. Business Associate agrees to make its books, records, agreements, policies and procedures with respect to its performance hereunder available to Covered Entity, upon prior written request during normal business hours, for the purpose of determining Business Associate's compliance with this Addendum.

13. Protected Health Information Return/Destruction. Notwithstanding anything to the contrary in the Addendum, upon the termination of the [PERS](#) Agreement:

(1) Business Associate shall be entitled to retain the Protected Health Information used for the provision of services and the obligations of this Addendum shall continue until such monitoring Protected Health Information is destroyed in the normal course of business (7 years after the termination of the subscriber from monitoring service); and

(2) Business Associate agrees to recover any Protected Health Information in the possession of its agents or subcontractors and to return or destroy such Protected Health Information, as applicable.

14. Covered Entity Responsibilities. With respect to the use and disclosure of the Protected Health Information by Business Associate, Covered Entity agrees to: (1) inform Business Associate of any change in or revocation of any consent or authorization provided to Covered Entity by individuals pursuant to applicable law, including but not limited to, the HIPAA Privacy Regulations and which is applicable to Business Associate; and (2) to timely notify Business Associate, in writing, of any arrangement permitted or required of Covered Entity under applicable law, including, but not limited to, the HIPAA Privacy Regulations, that may impact in any manner the use or disclosure of the Protected Health Information by Business Associate under this Agreement, including, but not limited to, any agreement by Covered Entity to restrict use or disclosure of any Protected Health Information as permitted by the HIPAA Privacy Regulations.

15. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.

16. Ownership. The Protected Health Information shall be and remain the property of Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information as a result of this Addendum.

17. Waiver. No forbearance or neglect on the part of Covered Entity nor Business Associate to enforce or insist upon any of the applicable provisions of this Agreement shall be construed as a waiver of Covered Entity's or Business Associate's rights hereunder unless it is in writing and signed by a duly authorized officer of Covered Entity and Business Associate. A waiver with respect to one event shall not be construed as continuing, or as a bar to or a waiver of any right or remedy as to subsequent events.

18. Original Agreement. The **PERS** Agreement, as amended hereby, shall remain in full force and effect.

20. Change of Law. The Parties agree to negotiate in good faith any modification of this Addendum that may be necessary or required to ensure consistency with any amendment to or change in applicable law, including, but not limited to, the HIPAA Privacy Regulations.

The undersigned affirms that he/she is a duly authorized representative of the above named party for which he/she is signing and has the authority to execute this Agreement on behalf of that party:

Lifeline Systems, Inc.:

\_\_\_\_\_:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Name (print): \_\_\_\_\_

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

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

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

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