BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** ("**Agreement**") is made and entered into as of the 25th day of June, 2024 ("**Effective Date**") by and between **Ozark Center** ("**Covered Entity**") and **City of Joplin Police Department** ("**Business Associate**"). Business Associate and Covered Entity may be referred to individually herein as a "**Party**" and, collectively, the "**Parties**."

RECITALS

WHEREAS, Covered Entity and Business Associate are parties to an agreement pursuant to which Business Associate provides certain services to Covered Entity and, in connection with those services, Covered Entity discloses to Business Associate certain information ("**Protected Health Information**" as further defined in Section 1 below) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Public Law 104-191 and regulations promulgated thereunder, including 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, as those regulations may be amended from time to time, including, without limitation, as the regulations were amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**") and the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), collectively the "**HIPAA Regulations**";

WHEREAS, Covered Entity is a "covered entity" while Business Associate, as a recipient of PHI from Hospital, is a "business associate" as these terms are defined in the HIPAA Regulations. Subcontractors of business associates are also responsible for PHI protection and are defined as business associates if they create, receive, maintain or transmit PHI. Further, their subcontractors, if they meet the same criteria have the same compliance obligations under the HIPAA Regulations that business associates have. Just as covered entities are held responsible for breaches or violations of their business associates, so, now business associates are held responsible for the compliance of their subcontractors. Every connected contractor and subcontractor is now directly liable to HHS for breaches;

WHEREAS, Pursuant to the HIPAA Regulations, all business associates of Covered Entity must, as a condition of doing business with Covered Entity, agree in writing to certain mandatory provisions regarding, among other things, the use and disclosure of PHI provided by the Covered Entity to Business Associate and its subcontractors or created by Business Associate for Covered Entity. Business associates must develop Business Associate Agreements with all their relevant subcontractors, and covered entities must require their business associates to do so with the knowledge that if an entity meets the definition of a business associate, the entity is liable for HIPAA violations, even if it has not entered into a Business Associate Agreement;

WHEREAS, The purpose of this Agreement is to satisfy the requirements of the HIPAA Regulations, including, but not limited to *45 C.F.R. §§ 164.504 (e) and 164.314(a)*, as the same may be amended from time to time and the HIPAA privacy and security rules released on January 17, 2013 effective on March 26, 2013; and

WHEREAS, All covered entities and their business associates must comply with the HIPAA privacy and security rules. HIPAA obligations make business associates directly responsible for adhering to most privacy and security provisions and are subject to the same penalties as covered entities for noncompliance

NOW, THEREFORE, the Parties do hereby agree to the terms as set forth below.

AGREEMENTS

1. Applicability

This agreement applies only to disclosures of PHI by the Covered Entity to Business Associate for which a business associate agreement is required by HIPAA, e.g. in regard to the prior authorization process. However, as a medical device manufacturer, Business Associate may also receive PHI from covered entity for purposes which do not require a business associate agreement, e.g. disclosures to meet FDA requirements for device tracking and adverse event reporting. This agreement does not apply to those types of disclosures.

2. Definitions

All terms used, but not otherwise defined, in this Agreement shall have the same meaning as the respective terms in 45 C.F.R. §§ 160.103, 164.103, 164.304, 164.402 and 164.501.

3. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose PHI other than as required by law, or as permitted or required by this Agreement.

(b) Business Associate agrees to use appropriate safeguards, and comply, where applicable with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the 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 of which it becomes aware, including Breaches of Unsecured PHI as required at 45 C.F.R § 164.410, and any Security Incident of which it becomes aware. The Parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. The Parties agree that this Section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of such attempted but Unsuccessful Security Incidents.

(d) In the event of a Breach of any Unsecured PHI that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of Covered Entity, Business Associate shall provide notice of such Breach to Covered Entity immediately, but in any event not more than ten (10) days after discovering the Breach.

Notice of a Breach shall include, at a minimum: (i) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach, (ii) the date of the Breach, if known, (iii) the scope of the Breach, and (iv) a description of the Business Associate's response to the Breach.

In the event of a Breach, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of such Breach that is known to Business Associate. In the event that Business Associate lacks any information required to be disclosed in the initial notice required under this Section, Business Associate shall provide regular updates to the notice as such information becomes available.

(e) Business Associate agrees to ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

(f) Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Regulations.

(g) Business Associate agrees to maintain and make available to Covered Entity, within thirty (30) business days following a written request, information necessary to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Unless otherwise required by the HIPAA Regulations, any accounting under this Section shall include the following information: (i) the date of such disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such person or entity; (iii) a description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably sets forth the legal basis for the disclosure.

(h) If Business Associate maintains information in a Designated Record Set, it agrees to make available to Covered Entity, within thirty (30) business days following a written request, PHI in such Designated Record Set, in order for Covered Entity to respond to individuals' requests for access to information about them in accordance with 45 C.F.R § 164.524.

(i) If Business Associate maintains information in a Designated Record Set, it agrees to make any amendments or corrections to PHI in such Designated Record Set within thirty (30) business days following a written request by the Covered Entity in accordance with 45 C.F.R. § 164.526.

(j) If Business Associate maintains, on behalf of Covered Entity, information in an electronic Designated Record Set, Business Associate shall provide such information in the electronic format to Covered Entity upon request, or, if directed by the Covered Entity, directly to a requesting individual. This provision shall not affect Business Associate's continuing obligation to provide information in other formats as set forth herein.

(k) To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

4. <u>Permitted Uses and Disclosures by Business Associate</u>

(a) Business Associate may use and disclose PHI as agreed to by the parties only if such use or disclosure is in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule, relating to business associate contracts.

(b) Business Associate may use or disclose PHI as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for PHI in accordance with its minimum necessary policies.

(d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(f) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate notice of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's uses and disclosures of PHI.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. Term and Termination

(a) *Term.* The Term of this Agreement shall be effective as of the date of this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, including when it is not advisable to do so in order to protect the legal interests of Covered Entity or Business Associate, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination by Covered Entity.* Business Associate authorizes termination of the Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time reasonably specified by Covered Entity.

(c) *Effect of Termination.* Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall**:**

(i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities or which Business Associate has deemed it infeasible to return or destroy.

(ii) Return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form where such return or destruction is feasible.

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI.

(iv) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 2 of this Agreement, which applied prior to termination.

(v) Return to Covered Entity or destroy the PHI retained by Business Associate when it is feasible and when no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities, except for any such data that may be retained solely for archival purposes.

7. <u>Miscellaneous</u>

(a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Regulations and any other applicable law.

(c) *Survival.* The obligations of Business Associate shall survive the termination of this Agreement.

(d) *Interpretation.* Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Regulations and any other applicable law.

(e) *Notices.* Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

_____

Attn: _____

Fax: _____

If to Covered Entity, to:

Freeman Health System
1102 W 32nd Street
Joplin, MO 64804

Attn: ***VP of Compliance***
Fax: ***417-347-0192***

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

IN WITNESS WHEREOF, the Parties hereto have caused this Business Associate Agreement to be executed by their duly authorized officers or representatives as of the date first written above.

Ozark Center	**City of Joplin Police Department**
Signature 	Signature _____
Samantha D. Bradshaw	***Name***: _____
Title: *VP of Corporate Compliance and Privacy Officer*	***Title:*** _____
Date: 6.25.2024	***Date***: _____