

BUSINESS ASSOCIATE AGREEMENT

(Revised January 1st, 2020)

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made as by and between Hanna Interpreting Services LLC ("Hanna") and the Independent Contractor ("Business Associate"), each individually a "Party" and together the "Parties."

BACKGROUND STATEMENTS

A. Purpose. The purpose of this Agreement is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act, as may be amended ("HITECH"), and the associated regulations (45 C.F.R. parts 160-164, as may be amended, including Subpart E (the "Privacy Rule"), Subpart C (the "Security Rule") and Subpart D (the "Breach Notification Rule"). "HIPAA" and "HITECH" are collectively referred to in this Agreement as "HIPAA." Unless otherwise defined in this Agreement, capitalized terms have the meanings given in HIPAA. HIPAA requires Business Associate to provide reasonable assurances to Covered Entity that the Business Associate will appropriately safeguard Protected Health Information ("PHI").

B. Relationship. Hanna and Business Associate have entered into an agreement (the "Services Agreement") pursuant to which Business Associate may receive, use, obtain, access, maintain, transmit, and/or create PHI from or on behalf of Hanna in the course of providing certain services (the "Services") for Hanna.

AGREEMENT

The Parties hereby agree as follows:

Section 1. Permitted Uses and Disclosures.

Business Associate may use and/or disclose PHI only as permitted or required by this Agreement or as otherwise Required by Law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of the Services. Business Associate will request from Hanna no more than the minimum PHI necessary to perform the Services. Business Associate will not use or disclose PHI in a manner (i) inconsistent with Hanna's obligations under HIPAA, or (ii) that would violate HIPAA if disclosed or used in such a manner by Hanna.

Business Associate will comply with the Privacy Rule requirements applicable to Hanna if and to the extent Business Associate's performance of the Services involves carrying out Hanna's Privacy Rule obligations. Business Associate will also comply with its own direct obligations under HIPAA. Business Associate will not engage in marketing or fundraising that involves the use or disclosure of PHI and will not otherwise receive direct or indirect remuneration for PHI, except as expressly permitted in writing by Hanna in connection with the provision of the Services.

Section 2. Safeguards for the Protection of PHI.

Business Associate will implement and maintain appropriate security safeguards to ensure that PHI obtained by or on behalf of Hanna is not used or disclosed by Business Associate in violation of this Agreement. Such safeguards will be designed to protect the confidentiality and integrity of such PHI obtained, accessed, created, maintained, or transmitted from or on behalf of Hanna. Business Associate will comply with the applicable requirements of the Security Rule with respect to electronic PHI. Upon request by Hanna, Business Associate will provide a written description of such safeguards.

Section 3. Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.

Business Associate will immediately report, upon discovery, in writing and in accordance with Section 10.6, any Security Incident or Breach (as defined below) by it or any of its employees, directors, officers, agents, subcontractors or representatives concerning the use or disclosure of PHI. The notifications shall comply with the requirements of the Data Breach Notification Rule, 45 CFR § 164.410. For purposes of this Agreement, "Breach" means any acquisition, access, use or disclosure of PHI that is (a) not permitted by HIPAA or (b) not permitted under this Agreement. Business Associate will be deemed to have discovered a Breach as of the first day on which the Breach is, or should reasonably have been, known to (a) Business Associate or (b) any employee, officer, or other agent of Business Associate other than the individual committing the Breach. Business Associate further will investigate the Breach and provide to Hanna, as soon as possible, all information Hanna may require to make notifications of the Breach to Individuals and/or other persons or entities ("Notifications"). Business Associate will cooperate with Hanna in addressing the Breach. Business Associate will not notify Individuals or other persons or entities of the Breach without the express written consent of Hanna. Hanna may elect, in its sole discretion, for Business Associate to make the Notifications and implement other mitigation steps, in a form and manner and within timeframes directed by Hanna, consistent with Hanna's legal obligations. Without limitation as to any other remedies available to Hanna under this Agreement or the law, Business Associate will pay, or reimburse Hanna for all costs incurred in connection with provision of Notifications, including all costs incurred to mitigate the harmful

effects, or potentially harmful effects, of the Breach.

Business Associate will establish and implement procedures and other reasonable efforts for mitigating, to the greatest extent possible, any harmful effects arising from any improper use and/or disclosure of PHI. Business Associate shall review, complete, and incorporate the Centers for Medicare & Medicaid Services training modules into such procedures.

- 3.1 [Medicare Parts C and D General Compliance Training Web-Based Training Course.](#)
- 3.2 [HIPAA Basics for Providers: Privacy, Security, and Breach Notification Rules.](#)
- 3.3 [Combating Medicare Parts C and D Fraud, Waste, and Abuse Web-Based Training Course.](#)

Section 4. Use and Disclosure of PHI by Subcontractors, Agents, and Representatives.

Business Associate will require any subcontractor, agent, or other representative that is authorized to receive, use, maintain, transmit, or have access to PHI obtained or created under the Agreement, to agree, in writing, to (1) adhere to the same restrictions, conditions and requirements regarding the use and/or disclosure of PHI and safeguarding of PHI that apply to Business Associate under this Agreement; and (2) comply with the applicable requirements of the Security Rule.

Section 5. Individual Rights.

Business Associate will comply with the following Individual rights requirements as applicable to PHI used or maintained by Business Associate:

5.1 [Right of Access.](#) Business Associate agrees to provide access to PHI, at the request of Hanna, as necessary to satisfy Hanna's obligations with regard to the individual access requirements under the Privacy Rule. Business Associate will otherwise comply with its obligations regarding an Individual's right of access to PHI under HIPAA.

5.2 [Right of Amendment.](#) Business Associate agrees to make any amendment(s) to PHI as necessary to meet the amendment requirements under HIPAA, as requested by Hanna.

5.3 [Right to Accounting of Disclosures.](#) Business Associate agrees to document such disclosures of PHI as would be required for Hanna to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA, and to provide all such documentation to Hanna or, if requested by Hanna, to an Individual, as necessary to satisfy Hanna's obligations with regard to an individual's right to an accounting of disclosures. Business Associate will otherwise comply with its obligations regarding an Individual's right to an accounting of disclosures under HIPAA.

Section 6. Use and Disclosure for Business Associate's Purposes.

6.1 [Use.](#) 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.

6.2 [Disclosure.](#) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided the disclosures are Required by Law, or Business Associate obtains reasonable written assurances from the person to whom the PHI is disclosed that the PHI will remain confidential and be 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 immediately upon discovery of any instances in which the confidentiality of the PHI has been Breached, as defined and described in Section 3 of this Agreement.

Section 7. Audit and Inspection.

With reasonable notice, Hanna may audit Business Associate to monitor compliance with this Agreement. Business Associate will promptly correct any violation of this Agreement found by Hanna and will certify in writing that the correction has been made. Hanna's failure to conduct an audit or, if an audit is conducted, to detect any unsatisfactory practice, does not constitute acceptance of the practice or a waiver of Hanna's rights under this Agreement.

Business Associate will make its internal practices, books, records, and policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Hanna, available to the federal Department of Health and Human Services ("HHS"), the Office for Civil Rights ("OCR"), or their agents and to Hanna for purposes of monitoring compliance with HIPAA.

Section 8. Term and Termination.

8.1 [Term.](#) This Agreement will become effective on the Effective Date. This Agreement will remain in effect for the duration of all Services provided by Business Associate and for so long as Business Associate will remain in possession of any PHI received from, or created or

received by Business Associate on behalf of Hanna.

8.2 Termination. In the event of a material breach by Business Associate of this Agreement, Hanna may immediately terminate the Services Agreement. Alternatively, in its sole discretion, Hanna may provide Business Associate with written notice of the existence of the material breach and afford Business Associate thirty (30) days to cure the material breach. In the event Business Associate fails to cure the material breach within such time period, Hanna may immediately terminate the Services Agreement.

8.3 Effect of Termination. Upon termination of the Services Agreement, Business Associate will recover any PHI relating to this Agreement in the possession of its subcontractors, agents, or representatives. Business Associate will return to Hanna or, if Hanna so requests, destroy all such PHI plus all other PHI relating to this Agreement in its possession, and will retain no copies. If Business Associate cannot feasibly return or destroy the PHI, Business Associate will ensure that any and all protections, requirements and restrictions contained in this Agreement will be extended to any PHI retained after the termination of this Agreement, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the PHI infeasible.

Section 9. Indemnification.

Business Associate will indemnify, defend and hold harmless Hanna and its employees, directors, officers, subcontractors, agents and affiliates from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including, without limitation, reasonable attorneys' fees) suffered by Hanna arising from or in connection with any breach of this Agreement, or any negligent or wrongful acts or omissions in connection with this Agreement, by Business Associate or by its employees, directors, officers, subcontractors, agents or representatives.

Section 10. Miscellaneous.

10.1 Survival. The respective rights and obligations of the Parties under Sections 7 (Audit and Inspection), 8.3 (Effect of Termination), 9 (Indemnification) and 10 (Miscellaneous) will survive termination of this Agreement indefinitely.

10.2 Amendments. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified, nor will any provision be waived or amended, except in a writing duly signed by authorized representatives of the Parties. Notwithstanding the foregoing, Hanna may amend this Agreement upon written notice to Business Associate if the amendment is necessary to comply with a statutory or regulatory requirement.

10.3 Waiver. A waiver with respect to one event will not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

10.4 Compliance with HIPAA. Any ambiguity in this Agreement will be resolved in favor of a meaning that permits the Parties to comply with HIPAA. The Parties agree to amend this Agreement from time to time as necessary for the Parties to comply with the requirements of HIPAA.

10.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

10.6 Notices. Any notice to be given under this Agreement to a Party will be made via U.S. Mail, commercial courier or hand delivery to such Party at its address given below, and/or via facsimile to the facsimile telephone number listed below, or to such other address or facsimile number as will hereafter be specified by notice from the Party. Any such notice will be deemed given when so delivered to or received at the proper address found below.

10.7 Inconsistencies. If any terms of this Agreement conflict with or are inconsistent with the terms of the Services Agreement, the terms of this Agreement will prevail.

10.8 Relationship between Parties. The relationship of the Parties is that of independent contractors, and nothing in this Agreement will be construed to render either Party a partner, employee or agent of the other, nor will either Party have authority to bind the other in any respect, it being intended that each Party will remain solely responsible for its own actions. No employee or agent of one Party to this Agreement will be considered an employee or agent of the other Party.