

HIPAA Terms and Conditions

Where applicable, these HIPAA Terms and Conditions (“**HIPAA Terms and Conditions**”) automatically supplement and are in addition to Aptum Business Terms and Product Terms (“**Agreement**”) between you (“**you**” or “**Customer**”), and the Aptum entity that provides you with Services (“**Aptum**”), and form part of the Agreement. Unless expressly defined herein, capitalized terms referenced in these HIPAA Terms and Conditions shall have the meaning ascribed to them elsewhere in the Agreement.

1. DEFINITIONS

1.1. Definitions in HIPAA: In these HIPAA Terms and Conditions, the following terms shall have the same meaning as the following terms in HIPAA: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2. Specific definitions: In these HIPAA Terms and Conditions, the following terms shall have the following meanings:

(a) “**Business Associate**” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103, and in reference to these BAA Terms and Conditions, shall mean Aptum.

(b) “**Covered Entity**” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean you, or Customer.

2. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

2.1. Business Associate may only use or disclose Protected Health Information as necessary to perform the Services set forth in the Agreement.

2.2. Business Associate may use or disclose Protected Health Information as Required By Law.

2.3. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

Aptum in its capacity as Business Associate agrees:

3.1. not to use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law;

3.2. to use appropriate safeguards, and to comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of Protected Health Information other than as provided for by the Agreement or as Required By Law;

3.3. to notify Covered Entity of any Use or Disclosure of Protected Health Information not provided for in the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410 and any Security Incident of which it becomes aware, as soon as possible after discovery of such violation;

3.4. to fully cooperate, coordinate with and assist Covered Entity in gathering the information necessary to notify affected individuals, if any;

3.5. in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information during the course of providing Services to Covered Entity on behalf of Business Associate to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

3.6. to make available Protected Health Information in a Designated Record Set to Covered Entity as necessary to satisfy its obligations under 45 CFR 164.524;

3.7. in the event Covered Entity or any requests access to Protected Health Information contained in a Designated Record Set directly from the Business Associate, to forward such request to Covered Entity in a timely manner allowing Covered Entity to respond to the Individual in accordance with 45 CFR 45 164.526;

3.8. to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

3.9. to maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

3.10. to the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

3.11. to make its internal practices, books, and records available to the Secretary of Health and Human Services for purposes of determining compliance with HIPAA.

4. COVERED ENTITY'S OBLIGATIONS

4.1. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by the Covered Entity or that is not otherwise expressly permitted under the Agreement.

4.2. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

5. TERM AND TERMINATION

5.1. These HIPAA Terms and Conditions shall continue to be in force for the term of the Agreement to which they are incorporated by reference.

5.2. Upon termination of the Agreement for any reason, Business Associate shall destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

5.3. The obligations of Covered Entity and Business Associate under these HIPAA Terms and Conditions shall survive the termination of this Agreement.