

ANN ARBOR

**Endocrinology
& Diabetes**
ASSOCIATES, PC

5333 McAuley Drive
Reichert Health Building
Room 6014
Ypsilanti, Michigan 48197
734.434.4430
www.annarborendo.com

**PATIENT AUTHORIZATION
FOR USE/DISCLOSURE OF HEALTH CARE INFORMATION**

Patient's Name: _____ Date of Birth: _____

Previous Name (or previous name upon which health care was provided) _____

I request and authorize Ann Arbor Endocrinology & Diabetes Associates, P.C. to release health care information of the patient named above to:

Name or organization: _____

Address: _____

City, State: _____ Zip Code: _____

This request and authorization applies to:

_____ Health care information relating to the following treatment, condition, or dates of treatment:

_____ All health care information (excludes billing)

_____ Other: _____

This information will be disclosed to facilitate patient's personal health care or be used as part of review of patient's health (i.e. employers, workers' compensation, social security agencies, disability claims, life or health insurance claims, or in cases of medical-legal matters/disputes). You are not required to identify specific reasons for disclosing/releasing health care information unless you feel it will facilitate your health care.

Please use this line to include any additional information you would like us to know in disclosing or releasing your medical information. _____

Signature of patient or patient's authorized representative Date Signed

Relationship or status if signed by anyone other than patient (parent, legal guardian, personal representative, etc.)_____

THIS AUTHORIZATION EXPIRES ON: _____;
OR 90 DAYS AFTER THE DATE IT IS SIGNED;
OR WHEN THE FOLLOWING EVENT OCCURS:

I may revoke this authorization to the extent allowed by law. If I do, I understand that Ann Arbor Endocrinology and Diabetes Associates, P.C. may have already released information about me after I gave permission. I know that revoking this authorization would not prohibit any release of information by Ann Arbor Endocrinology and Diabetes Associates, P.C. in reliance on my original authorization. I may revoke this authorization in writing to the extent allowed by law. Once Ann Arbor Endocrinology and Diabetes Associates, P.C. gives out the information that I want released, I know that Ann Arbor Endocrinology and Diabetes Associates, P.C. has no control over the information. The individual or organization that I authorized to receive the information might re-disclose it. Federal or state privacy laws may no longer protect the information.

Ann Arbor Endocrinology and Diabetes Associates, P.C. will accommodate all reasonable requests within 15 business days.

The estimated cost to you to have this information sent is _____.

Effective Date: April 14, 2003

NOTICE OF PRIVACY PRACTICE
Ann Arbor Endocrinology and Diabetes Associates, P.C.

PURPOSE

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED. IT ALSO DESCRIBES HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

OUR PLEDGE REGARDING MEDICAL INFORMATION

Ann Arbor Endocrinology and Diabetes Associates, P.C. employees and staff understand that medical information about you and your health is personal. We are committed to protecting medical information about you. We create a medical record that details the care and services you receive. We need that record in order to provide you with quality care and to comply with certain legal requirements. This notice applies to any medical records generated by Ann Arbor Endocrinology and Diabetes Associates, P.C. While we may sometimes care for you during a hospital stay, the hospital(s) may have different policies and/or notices about your medical information.

This notice will tell you about the ways we may use and disclose medical information about you. It will also describe your rights and certain obligations we have regarding the use and disclosure of medical information.

We are required by law to:

- Make sure that your medical information that identifies you is kept private
- Give you notice of your legal duties and privacy practices with respect to medical information about you
- Follow the terms of the notice that is currently in effect

HOW MAY WE USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU

The following categories describe the different ways that we use and disclose medical information. For each category of uses or disclosures, we will explain what we mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories

CATEGORY 1 – FOR TREATMENT

We may use medical information about you to provide you with medical treatment or services. We may disclose medical information about you to doctors, nurses, technicians, medical students, or other personnel who are taking care of you. Some examples are:

- Your physician or staff member may need to talk to another physician who will provide your care when he or she is away
- Your physician or staff member may want to refer you to a specialist and will discuss your condition with that specialist
- Your physician or staff member may want you to see a nutritionist and may talk to that nutritionist about your dietary needs
- Your physician or staff member may want to talk with family member or clergy who will assist you with care you need outside the office

CATEGORY 2 – FOR PAYMENT

We may use and disclose medical information about you so that the treatment and services you receive from Ann Arbor Endocrinology and Diabetes Associates, P.C. may be billed to and collected from you, an insurance company or a third party. We may tell an insurance company or third party about care you are going to receive in order to obtain prior approval or determine your coverage.

CATEGORY 3 – FOR HEALTH CARE COVERAGE

In order to run our practice in a way that ensures that our patients receive quality care, we may use and disclose medical information. We may disclose such information by phone, mail or fax either at home or work unless otherwise specified. The following are examples of disclosures of medical information for health care operations. We may:

- Disclose information to health care professionals and institutions involved in the delivery of health care to you (i.e. emergency department, primary and specialty physicians, nurses and other health care workers)

- Disclose information to employers and agents of the practice to the degree necessary to facilitate the provision of health care services and payment for services.
- Disclose medical information to doctors, nurses, technicians, doctors in training (interns or residents) and medical students for review and learning purposes.
- Provide prescription services either to pharmacies or vendors who provide medications, durable goods or services to you (i.e. drugs, diabetic supplies)
- Remove information that identified you from a set of health information so that the physicians within Ann Arbor Endocrinology and others can use it to study health care without learning who the specific patients are (i.e. your case could be discussed at a medical venue with colleagues in order to gain further knowledge or insight – your name would not be revealed)
- To engage in E-mail exchange of information with you as initiated by you as agreed upon by your physician within Ann Arbor Endocrinology and Diabetes Associates, P.C. (E-mail is not a routine expected service offered by Ann Arbor Endocrinology). E-mail information will be limited to adjustment of blood sugars or specific follow-up questions which facilitate your health care. Your e-mail information will be copied and placed in the medical record. Your E-mail information will not be forwarded to any other parties. Changes in prescriptions, treatment plans, circumstances involving dispute should not be communicated via E-mail. Any information that you wished not be communicated inadvertently should not be communicated via E-mail since no e-mail system should be considered fully secure.

CATEGORY 4 – APPOINTMENT REMINDERS

We may use and disclose medical information to contact you to remind you that you have an appointment for treatment or services. We may contact you either at work or home unless otherwise specified.

CATEGORY 5 – COMMUNICATION

Notification

- Unless you object, we may use or disclose your protected health information to notify, or assist in notifying, a family member, personal representative, or other person responsible for your care or helping pay for your care, about your location, and about your general condition, or your death.

Communication with Family

- Using our best judgment, we may disclose to a family member, other relative, close personal friend, or any other person you identify, health information relevant to that person's involvement in your care or in payment for such care if you do not object or in an emergency.

Coroners, Medical Examiners, and Funeral Directives

- We may release medical information to a coroner or medical examiner. This may be necessary for example, to identify a deceased person or determine the causes of death. We may also release medical information about patients to funeral directors as necessary to carry out their duties.

CATEGORY 6 – OTHER

Research

- We may disclose information to researchers when their research has been approved by an institution review board that has received the research proposal and established protocols to ensure the privacy of your protected health information. We will inform you of possible research opportunities related to your condition but only enroll you in such studies with separate signed written consent and with adherence to your institution's review board (St. Joseph Mercy Health System IRB)

Disaster Relief

- We may use and disclose your protected health information to assist in disaster relief efforts.
- We may disclose your protected health information to funeral directors or coroners consistent with applicable law to allow them to carry out their duties.

Organ Procurement Organization

- Consistent with applicable law and your verbal or written approval, we may disclose your protected health information to organ procurement organizations or other entities engaged in the procurement, banking or transplant of organs for the purpose of tissue donation and transplant.

Marketing

- We may contact you to provide you with information about treatment alternatives, or with information about other health-related benefits and services that may be of interest to you.

Fund Raising

- We may contact you as part of a fund raising effort.

Food and Drug Administration (FDA)

- We may disclose to the FDA your protected health information relating to adverse events with respect to food, supplements, products and product defects, or post-marketing surveillance information to enable product recalls, repairs or replacements.

Workers Compensation

- If you are seeking compensation through Workers Compensation, we may disclose your protected health information to the extent necessary to comply with laws relating to Workers Compensation.

Public Health

- As required by law, we may disclose your protected health information to public authorities charged with preventing or controlling disease, injury or disability.

Abuse & Neglect

- We may disclose your protected health information to public authorities as allowed by law to report abuse or neglect.

Correctional Institutions

- If you are an inmate of a correctional institution, we may disclose to the institution or its agents the protected health information necessary for your health and the health and safety of other individuals.

Law Enforcement

- We may disclose your protected health information for law enforcement as required by law, such as when required by a court order, or in cases involving felony prosecutions, or to the extent an individual is in the custody of law enforcement.

Health Oversight

- Federal law allows us to release your protected health information to appropriate health oversight agencies or for health oversight activities.

Judicial/Administrative Proceedings

- We may disclose your protected health information in the course of any judicial or administrative proceeding as allowed or required by law, with your consent, or as directed by a proper court order.
- To avert a serious threat to health or safety, we may disclose your protected health information consistent with applicable law to prevent or lessen a serious, imminent threat to the health or safety of a person or the public.
- As part of any medical-legal dispute. In cases of medical-legal disputes involving Ann Arbor Endocrinology and Diabetes Associates, P.C., we will disclose medical information to legal counsel or malpractice carrier representing Ann Arbor Endocrinology and Diabetes Associates, P.C. or that required by law as necessary stipulated to resolve such disputes.
- We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested and if we have your written permission

Other Uses

- All other uses and disclosures must be made pursuant to your written authorization. You may revoke authorizations by delivering a written revocation notice to your office.

YOUR RIGHTS REGARDING MEDICAL INFORMATION ABOUT YOU

You have the following rights regarding medical information we maintain about you:

Right to Inspect and Copy. You have the right to inspect and copy your medical information that may be used to make decisions about your care. Usually, this includes medical and billing records, but does not include psychotherapy notes.

To inspect and copy your medical information, you must submit your request in writing to Ann Arbor Endocrinology and Diabetes Associates, P.C. If you request a copy of the information, we may charge a fee for the costs of copying, mailing, or other supplies associated with your request. This fee will be posted in the office.

Your physician may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed. Another licensed health care professional will review your request and the denial. The person conducting the review will **not** be the person who denied your request. We will comply with the outcome of the review.

Right to Amend. If you feel that the medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for a time period which may or may not be longer than six years and may not include dates before April 14, 2003.

To request an amendment, your request must be made in writing and submitted to Ann Arbor Endocrinology and Diabetes Associates, P.C. Your request should include the reason that supports your request.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- Was not created by Ann Arbor Endocrinology and Diabetes Associates, P.C.
- Is not part of the medical information kept by or for Ann Arbor Endocrinology and Diabetes Associates, P.C.
- Is not part of the information which you would be permitted to inspect and copy (i.e. letters or consultations from other health care providers or those protected by legal or peer review)
- Is accurate and complete

Right to Accounting of Disclosures. You have the right to request an “accounting of disclosures”. This is a list of the disclosures we made of medical information about you.

To request this list or accounting of disclosures, you must submit your request in writing to Ann Arbor Endocrinology and Diabetes Associates, P.C. Your request must state a time period which may not be longer than six years and may not include dates before April 14, 2003.

An accounting will not include internal uses of information for treatment, payment or operations, disclosures made to you or made at your request, or disclosures made to family members or friends in the course of providing care. Disclosures protected by legal or peer review are also not included.

Right to Request Restrictions. You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment of your care, like a family member or friend. For example, you could ask that we not use or disclose information about a surgery you had.

We are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment.

To request restrictions, you must make your request in writing to Ann Arbor Endocrinology and Diabetes Associates, P.C. In your request, you must tell us 1) what information you want to limit, 2) whether you want to limit our use, disclosure, or both, and 3) to whom you want the limits to apply, for example, disclosures to your spouse.

Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or only by mail.

To request confidential communications, you must make your request in writing to Ann Arbor Endocrinology and Diabetes Associates, P.C. We will accommodate all reasonable requests within 15 business days. Your request must specify how or where you wish to be contacted and the special general nature of the request.

CHANGES TO THIS NOTICE

We reserve the right to change this notice. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. We will post a copy of the current notice in the waiting room. The notice will contain the effective date in the upper right corner of the first page.

COMPLAINTS

If you believe your privacy rights have been violated, you may file a complaint with the practice or with the Secretary of the Department of Health and Human Services. To file a complaint with the practice, send your written concerns to:

Ann Arbor Endocrinology & Diabetes Associates, P.C.
Attn: Pat Hanna, Office manager
5333 McAuley Drive, Suite R-6014
Ypsilanti, MI 48197

You will not be penalized, discriminated against, retaliated against, or intimidated of filing a complaint.

OTHER USES OF MEDICAL INFORMATION

Other uses and disclosure of medical information not covered by this notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to back any disclosure we have already made with your permission, and that we are required to retain our records of the care that we provide you.

**ACKNOWLEDGEMENT
RECEIPT OF NOTICE OF PRIVACY PRACTICES
Ann Arbor Endocrinology and Diabetes Associates, P.C.**

By signing below, I acknowledge that I have received the *Notice of Privacy Practices* from Ann Arbor Endocrinology and Diabetes Associates, P.C.

WITNESSES:

Patient Signature

Date

Witness Signature

Date

Any specific requests/requirements: _____

Documentation of Failure to Obtain Signed Acknowledgement

On _____, _____ presented this Acknowledgment of
(day/mo/yr) (name of employee)
Receipt of Notice of Privacy Form to _____. The patient refused
to provide a signature when requested.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, effective April 14, 2003, is entered into by and between The Business Associate and the Covered Entity, with an address at 5333 McAuley Drive, Suite 6014, Reichert Health Building, Ypsilanti, MI 48197.

The Business Associate is a medical billing company and the Covered Entity is a diabetes/endocrinology practice. Both parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity will be handled between the Business Associate and the Covered Entity and with third parties during the term of their April 14, 2003 Agreement and after its termination. The Parties agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 1.1 Services. Pursuant to the April 14, 2003 Agreement, the Business Associate provides services for Covered Entity, that involve the use and disclosure of Protected Health Information. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information necessary to perform its obligations under the April 14, 2003 Agreement. All other uses not authorized by this Agreement are prohibited. Moreover, the Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only, (i) to its employees, subcontractors and agents, in accordance with Section 2.1 (e), (ii) as directed by the Covered Entity, or (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 1.2(b) below.
- 1.2 Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:
 - a. use the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal

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responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws. **[This provision is permitted, but not required under the current regulations]**

- b. disclose the Protected Health Information in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to the Covered Entity, in writing, that (i) the disclosures are required by law, as provided for in 45 C.F.R. §164.501 or (ii) the Business Associate has received from the third party written assurances regarding its confidential handling of such Protected Health Information as required under 45 C.F.R. § 164.504(e)(4). **[This provision is permitted, but not required under the current regulations]**

1.3 Additional Activities of the Business Associate. In addition to using Protected Health Information to perform the Services set forth in Section 1.1 of this Agreement, the Business Associates may:

- a. aggregate the Protected Health Information in its possession with the Protected Health Information of other covered entities that the Business Associate has in its possession through its capacity as the Business Associate to said other covered entities provided that the purpose of such aggregation is to provide the Covered Entity, with data analyses relating to the Health Care Operations of The Covered Entity Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit authorization of the Covered Entity **[This provision is permitted, but not required under the current regulations]**.
- b. de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.51 (b), and further provided that the Covered Entity maintains the documentation required by 45 C.F.R. § 164.514(b) which may be in the form of a written assurance from the Business Associate. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not subject to the terms of this Agreement. **[This provision is permitted, but not required under the current regulations]**

2. **RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION**

2.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to do the following:

- a. use and/or disclose the Protected Health Information only as permitted or required by this Agreement or as otherwise required by law.
- b. report to the designated Privacy Official of the Covered Entity in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Agreement of which the Business Associate becomes aware of within 15 business days of the Business Associate's discovery of such authorization use and/or disclosure.
- c. use commercially reasonable efforts to maintain the security of the Protected Health Information and to prevent unauthorized use and/or disclosure of such Protected Health Information.
- d. require all of its subcontractors and agents that receive or use, or have access to, Protected Health Information under this Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to section 2 of this Agreement.
- e. Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of HHS for purposes of determining the Covered Equity's compliance with the Privacy Regulation, subject to attorney-client and other applicable legal privileges.
- f. upon prior written request, make available during normal business hours at the Business Associate's offices all records, books, agreements, policies, and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity within 15 business days for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement.
- g. Within 45 days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's Protected Health Information in accordance with 45 C.F.R. §164.528.
- h. subject to Section 5.5 below, return to the Covered Entity or destroy, within 30 business days of the termination of this Agreement, the Protected Health Information in its possession and retain no copies (which for purposes of this Agreement shall mean destroy all backup tapes).

- i. disclose to its subcontractors, agents or other third parties, and request from the Covered Entity only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder. **[This provision is permitted, but not required under the current regulations]**
- 2.2 Responsibilities of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Covered Entity hereby agrees:
- a. to inform the Business Associate of any changes in the form of the *Notice of Privacy Practices* that the Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, and provide the Business Associate a copy of the Notice currently in use.
 - b. to inform the Business Associate of any changes in, or withdrawal of, the consent or authorization provided to the Covered Entity by individuals pursuant to 45 C.F.R. § 164.506 or § 164.508.
 - c. to notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 C.F.R. part 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in C.F.R. § 164.522 agreed to by the Covered Entity
 - d. that the Business Associate may make any use and/or disclosure of Protected Health Information permitted under 45 C.F.R. § 164.512 except uses or disclosure for research are not permitted without prior approval by the Covered Entity
3. **ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION** **[This section is permitted, but not required under the current regulations.]**
- 3.1 Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Business Associate hereby agrees to do the following:

- a. at the request of, and in the time and manner designated by the Covered Entity, provide access to the Protected Health Information to the Covered Entity or the individual to whom such Protected Health Information relates or his or her authorized representative in order to meet a request by such individual under 45 C.F.R. § 164.524.
 - b. at the request of, and in the time and manner designated by the Covered Entity, make any amendment(s) to the Protected Health Information that the Covered Entity directs pursuant to 45 C.F.R. § 164.526. Provided, however, that the Covered Entity makes the determination that the amendment(s) are necessary because the Protected Health Information that is the subject of the amendment(s) has been, or could foreseeably be relied upon by the Business Associate or others to the detriment of the individual who is the subject of the Protected Health Information to be amended.
- 3.2 Responsibilities of the Covered Entity with Respect to the Handling of the Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Covered Entity hereby agrees to do the following:
- a. notify the Business Associate, in writing, of any Protected Health Information that Covered Entity seeks to make available to an individual pursuant to 45 C.F.R. § 164.524 and the time, manner and form in which the Business Associates shall provide such access.
 - b. notify the Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of the Business Associate that the Business Associate shall make and inform the Business Associate of the time, form and manner in which amendment(s) shall be mad

4. **TERMS AND TERMINATION**

- 4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 5. In addition, ceratin provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Section 8.3 herein.
- 4.2 Termination by the Covered Entity. As provided for under 45C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related agreements if the Covered Entity makes the determination that the

Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with 15 business days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within 15 business days, the Business Associate must cure said breath to the satisfaction of the Covered Entity within 15 business days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement.

- 4.3 Termination by the Business Associate. If the Business Associates makes the determination that a material condition of performance has changed under the 15 business days Agreement or this Agreement, or that the Covered Entity has breached a material term of this Agreement, the Business Associate may provide thirty (30) days notice of its intention to terminate this Agreement. The Business Associate agrees, however, to cooperate with the Covered Entity to find a mutually satisfactory resolution to the matter prior to terminating and further agrees that, notwithstanding this provision, it shall not terminate this Agreement so long as 15 business days Agreement is in effect. **[This provision is permitted, but not required under the current regulations]**
- 4.4 Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Agreement dated April 14, 2003 between the Parties.
- 4.5 Effect of Termination. Upon the event of termination pursuant to this Section 5, Business, The Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said Protected Health Information, the Business Associate will notify the Covered Entity in writing. Said notification shall include: (i) a statement that the Business Associate has determined that it is unfeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination, which reasons the Parties agree may include, but are not limited to, _____. The Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the

Protected Health Information unfeasible. If it is unfeasible for the Business Associate to obtain, from a subcontractor or agent any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information unfeasible.

5. **MISCELLANEOUS**

- 5.1 **The Covered Entity.** For purposes of this Agreement, the Covered Entity shall include all entities covered by the joint notice of information practices (or privacy notice), which includes Ann Arbor Endocrinology and Diabetes Associates, P.C.
- 5.2 **The Business Associate.** For purposes of this Agreement, the Business Associate shall include the named Business Associate herein. However, in the event that the Business Associate is otherwise a covered entity under the Privacy Regulation, that entity may appropriately designate a health care component of the entity, pursuant to 45 C.F.R. § 164.504(a), as the Business Associate for purposes of this Agreement.
- 5.3 **Survival.** The respective rights and obligations of the Business Associate and the Covered Entity under the provisions of Section 4.5 and Section 2.1 solely with respect to Protected Health Information the Business Associate retains in accordance with Section 4.5 because it is not feasible to return or destroy such Protected Health Information, shall survive termination of this Agreement indefinitely. In addition, Section 3, shall survive termination of this Agreement, provided that the Covered Entity determines that the Protected Health Information being retained pursuant to Section 4.5 herein constitutes a Designated Record Set.
- 5.4 **Amendments; Waiver.** This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- 5.5 **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.6 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 the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to the Business Associate, to:

Attention: _____
Fax: _____

with a copy (which shall not constitute notice) to:

Attention: _____
Fax: _____

If to Covered Entity, to:

Attention: Private Officer
Fax: _____

with a copy (which shall not constitute notice) to:

Attention: _____
Fax: _____

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

6. **DEFINITIONS.**

- 6.1 Designated Record Set. Designated Record Set shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.
- 6.2 Health Care Operations. Health Care Operations shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 6.3 Privacy Officer. Privacy Officer shall have the meaning as set out in its definition at 45 C.F.R. § 164530(a)(1) as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 6.4 Protected Health Information. Protected Health Information shall have the meaning as set out in its definition at 45 C.F.R. § 164501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of ___(date)_____.

THE COVERED ENTITY

THE BUSINESS ASSOCIATE

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____