

## BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is entered into as of this 1st day of January 2026 between Developmental Disability Services of Jackson County - eitas (“Covered Entity”) and \_\_\_\_\_ (“Business Associate”).

WHEREAS, the parties to this Agreement have a relationship (“Engagement”) wherein Business Associate provides services to Covered Entity that require Covered Entity to disclose certain information to Business Associate, some of which may constitute Protected Health Information;

WHEREAS, as a result, Covered Entity and Business Associate acknowledge that each party has certain obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, including those provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”), and the regulations implementing the requirements to maintain privacy and security of Protected Health Information found at 45 C.F.R. Parts 160, 162, and 164 (“HIPAA Regulations”); and

WHEREAS, the parties intend this Agreement to satisfy and reflect compliance with those obligations.

NOW THEREFORE, in consideration of the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Agreement, capitalized terms and phrases that are used herein shall have the same meanings as set forth in the HIPAA Regulations, implementing the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), which definitions are incorporated into this Agreement by reference.
2. **Permitted Use and Disclosure of PHI.** Business Associate shall only Use or Disclose Protected Health Information (“PHI”) received from, or created or received on behalf of, Covered Entity consistent with the “minimum necessary” requirements applicable to covered entities set forth in 45 C.F.R. § 164.514(d) and only:
  - a) As Required By Law or as permitted or required by this Agreement or Business Associate’s services arrangement with Covered Entity (the “Engagement”), but not, pursuant to 45 C.F.R. § 164.502(a)(3), in such a manner that would violate 45 C.F.R. Part 164 if done by Covered Entity;
  - b) In circumstances in which PHI has been de-identified in accordance with 45 C.F.R. § 164.514(a)-(c);
  - c) To provide Data Aggregation services related to the Health Care Operations of Covered Entity, to the extent that such services are included within the Engagement; and

- d) For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the Person to whom the information is disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purposes 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.

**3. Obligations and Activities of Business Associate.** Pursuant to 45 C.F.R. §§ 164.504 & 164.314, Business Associate shall:

- a) Implement policies, procedures and safeguards to comply with Subpart E of 45 C.F.R. Part 164 and use appropriate Administrative, Physical, and Technical Safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent Use or Disclosure of PHI other than as provided by this Agreement;
- b) As soon as reasonably practical, but not later than three (3) business days following discovery thereof, report to Covered Entity any Security Incident or Use or Disclosure of PHI not specifically permitted or required by this Agreement of which Business Associate becomes aware, including any Breach of Unsecured PHI as required by 45 C.F.R. § 164.410, and cooperate with Covered Entity in assessing and mitigating any harmful effects resulting therefrom. Notwithstanding anything to the contrary in the Engagement, Covered Entity reserves the right to obtain reimbursement from Business Associate for Covered Entity's costs in preparing and providing notifications, including, but not limited to, credit monitoring services, and/or other costs incurred by Covered Entity deemed reasonably necessary by Covered Entity to notify its members of a Breach by Business Associate or its subcontractor;
- c) In accordance with 45 C.F.R. §§ 164.308(b)(2) & 164.502(e)(1)(ii), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree, pursuant to a written contract, to the same requirements, restrictions, and conditions that apply to Business Associate with respect to such information;
- d) Within ten (10) business days following a request from Covered Entity, make PHI in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524;
- e) Make any amendments to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526 and take any other measures necessary to satisfy Covered Entity's obligations thereunder;
- f) Maintain and make available to Covered Entity, within ten (10) business days

following a request therefor, the information required to provide an accounting of disclosures necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;

- g) To the extent Business Associate is to carry out one or more of Covered Entity's obligations with respect to the privacy or security of PHI, comply with the applicable HIPAA Regulations in the performance of such obligations; and
- h) Pursuant to 45 C.F.R. §§ 160.310(c) & 164.502(a)(4)(i), make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received on behalf of, Covered Entity available to the Secretary of Health and Human Services.

#### 4. **Term and Termination.**

- a) **Term.** The term of this Agreement shall be effective as of the effective date of the Engagement, or as of the date Business Associate first receives or creates PHI from or on behalf of Covered Entity, whichever occurs first, and, unless sooner terminated as provided herein, shall continue in effect until the termination of the Engagement.
- b) **Termination.** Pursuant to 45 C.F.R. § 164.504(e)(2)(iii), Covered Entity may at any time terminate this Agreement if Covered Entity determines, in its sole discretion, that Business Associate has violated a material term of this Agreement or any of its required obligations under the HIPAA Regulations.
- c) **Obligations Upon Termination.** Upon the termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from, or created or received on behalf of, Covered Entity that Business Associate (or its agents or Subcontractors) maintains in any form and retain no copies thereof.
- d) **Survival.** This Section 4 shall survive the termination of this Agreement.

#### 5. **Miscellaneous.**

- a) **Regulatory References.** Any reference in this Agreement to a section of the HIPAA Regulations means the section as in effect or as amended.
- b) **Relationship of Parties.** Business Associate is an independent contractor and not an employee or agent of Covered Entity. The parties agree and acknowledge that Covered Entity does not have control over, nor the authority to direct, the operational activities or conduct of Business Associate.
- c) **Construction and Amendment.** The parties agree to amend this Agreement from time to time as is necessary for compliance with the HIPAA Regulations and any other applicable law. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Regulations. In the event one or more of the

provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall be unaffected. This Agreement supersedes all prior agreements and understandings between the parties relating to the subject matter hereof and may only be modified in writing.

- d) **Waiver.** 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.
- e) **Documentation.** Business Associate shall maintain all information and documentation relating to the Engagement and this Agreement for such periods as required by the HIPAA Regulations.
- f) **Indemnification.** Business Associate shall indemnify Covered Entity, its members, employees, and agents for any and all expense, loss, penalties, liability, damages, settlement, attorney's fees, costs of litigation, fees and awards or other obligations resulting from or arising out of claims, fines, demands or cause of action of any kind or character, whether brought by an individual, state or federal regulatory agency, or any other party, which may be asserted against or imposed upon Covered Entity in connection with the improper or unauthorized receipt, use or disclosure of PHI or security incident by Business Associate or a subcontractor of Business Associate.
- g) **Insurance.** Business Associate shall obtain and maintain, at its sole expense, insurance to support its obligations under this Agreement, with coverage limits of not less than \$1,000,000 per occurrence, for privacy and security protection and Breaches and notification coverage. Business Associate shall name Covered Entity as an additional insured on all liability policies, and such policies shall not be cancelled without prior notice in accordance with policy provisions. Upon request, Business Associate shall provide Covered Entity with a certificate of insurance evidencing such insurance coverage.
- h) **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, its agents, and its Subcontractors available to Covered Entity, at no cost, to testify as witnesses or otherwise in the event of litigation or administrative proceeding against Covered Entity or its directors, officers, or employees based upon a claimed violation of HIPAA or the Health Information Technology for Economic and Clinical Health Act, except in circumstances in which Business Associate is named as an adverse party.
- i) **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, any rights, remedies, or obligations upon any person other than the parties hereto and their respective successors or assigns.
- j) **Notices and Reporting.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed delivered at the time it is hand-delivered or

deposited in the U.S. Mail, postage prepaid, certified, or registered mail, return receipt requested, and addressed to the recipient's address as set forth below. Changes to such addresses may be made by written notice as provided in this Section.

**IN WITNESS WHEREOF**, each of the undersigned has caused this Agreement to be duly executed as of the date set forth above.

**Covered Entity: eitas**

**Business Associate:**

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

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

Print Name: Jorgi McNamara

Print Name: \_\_\_\_\_

Title: Executive Director

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

Address: 8511 Hillcrest Road

Address: \_\_\_\_\_

Kansas City, MO 64138

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