

ELITE ORTHOTICS

CUSTOM BRACING SOLUTIONS

705 West Beaver Street, Zelienople PA 16063

Toll Free: 1 (877) 922-8225

Fax: (724) 452-5530

BUSINESS ASSOCIATE AGREEMENT

At Elite Orthotics, Inc. we recognize that you may be our business associate under the Health Insurance Portability and Accountability Act of 1996 and the HIPAA privacy regulations ("HIPAA") if we provide protected health information to you in the course of providing services. To assist us in complying with HIPAA, and in consideration of our on going relationship, we ask that you agree to treat our protected health information as follows:

1. You may use protected health information for the purpose of providing prosthetic and orthopedic services to us. Except as provided by this contract, you will not further disclose such information without our approval. Nothing in this contract permits any use or disclosure that we are not permitted to make under HIPAA, except that you may use and disclose protected health information for the proper management and administration of your company and to carry out your legal responsibilities, as long as, in the case of any disclosure for these purposes, either:
 - (A) The disclosure is required by law; or
 - (B) You obtain reasonable assurances from the person to whom you disclose the information that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to such person, and that the person will notify you of any instances of which it is aware in which the confidentiality of the information has been breached.
2. You will:
 - (A) Not use or further disclose protected health information except as permitted or required by this contract by your engagement for legal services by as or as required by law.
 - (B) Use appropriate safeguards to prevent use or disclosure of protected health information other than as permitted by this contract.
 - (C) Report to us any use or disclosure of protected health information not provided for by this contract of which you become aware.
 - (D) Ensure that your agents, including any subcontractor, to whom you provide protected health information, agree to the restrictions and conditions that apply to you with respect to such information.
 - (E) Make available to our protected health information to us so we can meet our obligations to provide individual access to such protected health information, as we instruct.

ELITE ORTHOTICS

CUSTOM BRACING SOLUTIONS

705 West Beaver Street, Zelienople PA 16063

Toll Free: 1 (877) 922-8225

Fax: (724) 452-5530

- (F) Make available our protected health information so we can meet our obligations to amend incomplete or inaccurate health information and incorporate any amendments as we instruct.
 - (G) Make available information to us about all disclosures of protected health information by your or any subcontractors or agents to whom you disclose protected health information as necessary to enable us to comply with our obligation to account for uses and disclosures of protected health information. You will report only those uses or disclosure for which we must provide an accounting of disclosures.
 - (H) Make your internal practices, books, and records relating to the use and disclosure of protected health information available to the Secretary of the United States of Health and Human Services, for purpose of determining your compliance with your legal obligation.
 - (I) Upon termination of our relationship, return or destroy all protected health information that you maintain in any form and retain no copies of such information or, if return or destruction is not feasible, extend the protections of this contract to such information and limit further use and disclosure of the information to those purposes that make the return or destruction of the information feasible. Because of your responsibility to maintain a record of the services you provide, return or destruction of the information will generally not be feasible.
3. We may immediately terminate our relationship with you if we determine that you violated a material term of this contract.
 4. Nothing express or implied in this contract is intend to, or does, confer, upon any other person or entity any rights, remedies, obligations, or liabilities whatsoever.

This contract is effective the later of April 14, 2003 or the date this contract is executed.

Company Name

By: _____

Print Name: _____

Title: _____

Date: _____

Elite Orthotics, Inc.

By: _____

Print Name: Jeffrey A. Kuhn

Title: President

Date: _____