

# HIPAA/HITECH BUSINESS ASSOCIATE AGREEMENT

**Between**  
**Optimum Therapies, LLC (Covered Entity)**  
**and**  
**Practis, LLC (Business Associate)**

THIS AGREEMENT is made on February 14<sup>th</sup>, 2024, by and among Optimum Therapies, LLC (Covered Entity) and all associated affiliates, organized under the laws of the State of Wisconsin and Practis, LLC (Business Associate). The Covered Entity and Business Associate shall collectively be known herein as “the Parties”.

WHEREAS, Covered Entity is a health care provider whose activities are generally described as: Rehabilitation Provider of Outpatient Services;

WHEREAS, Covered Entity wishes to commence a business relationship with Business Associate that shall be memorialized in a separate service agreement. See attached documented executed February 14<sup>th</sup>, 2024.

WHEREAS, the nature of the prospective contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended by Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”), including all pertinent regulations issued by the Department of Health and Human Services (“HHS”);

The premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

## A. Definitions.

1. **Breach.** “Breach” has the same meaning as this term has in §13400 of Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”).
2. **Business Associate.** “Business Associate” shall mean Practis, LLC.
3. **Covered Entity.** “Covered Entity” shall mean Optimum Therapies, LLC
4. **Designated Record Set.** “Designated Record Set” has the same meaning as this term has in 45 CFR §164.501.
5. **Individual.** “Individual” has the same meaning as this term has in 45 CFR §164.501.

6. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E., as amended by the HITECH Act.
7. Protected Health Information. "Protected Health Information" (or "PHI") has the same meaning as this term has in 45 CFR §160.103 (as amended by the HITECH Act), limited to the information created or received by the Business Associate from or on behalf of Covered Entity.
8. Required By Law. "Required By Law" has the same meaning as this term has in 45 CFR §164.501.
9. Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designate.
10. Security Standards. "Security Standards" means the security standards for protection of PHI promulgated by the Secretary in Title 45 C.F.R.
11. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean Protected Health Information (PHI) that is not secured through the use of a technology or methodology specified by the Secretary in regulations or as otherwise defined in the §13402(h) of the HITECH Act.
12. Any prospective amendment to the laws referenced in this definitional section prospectively amend this agreement to incorporate said changes by Congressional act or by regulation of the Secretary of HHS.

## B. Obligations and Activities of Business Associate

1. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as required by law.
2. Business Associate agrees to employ administrative, physical, and technical safeguards meeting required Security Standards for business associates as required by law to prevent disclosure or use of PHI other than as allow by this Agreement.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI held by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
5. If a breach of unsecured PHI occurs at or by Business Associate, the Business Associate must notify Covered Entity following the discovery of the breach without unreasonable delay and, in all cases, no later than thirty (30) days from the discovery of the breach. To the extent possible, the Business Associate should provide the Covered Entity with the identification of each individual

affected by the breach as well as any information required to be provided by the Covered Entity in its notification to affected individuals. Business Associate shall comply with all regulations issued by HHS and applicable state agencies regarding breach notification to Covered Entity.

6. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to PHI.

7. Business Associate agrees, at the request of Covered Entity, to provide Covered Entity (or a designate of Covered Entity) access to PHI in a Designated Record Set in prompt commercially reasonable manner in order to meet the requirements under 45 CFR §164.524.

8. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, in a prompt and commercially reasonable manner.

9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (including official representatives of the Secretary), in a prompt commercially reasonable manner for purposes of determining Covered Entity's compliance with the Privacy Rule.

10. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

11. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

12. Business Associate agrees to provide to Covered Entity or an Individual, in a prompt commercially reasonable manner, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

C. Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI, as follows:

1. On behalf of Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
2. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the execution of duties and approved services provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and 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 the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### D. Obligations of Covered Entity

1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Nothing in this paragraph shall restrict the ability of Business Associate to use or disclose PHI as set forth in paragraph C.2. herein.

E. Remedies in Event of Breach. Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in Paragraphs B or C of this agreement. As such, in the event of breach of any of the covenants assurances contained in paragraphs B or C above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Paragraphs B or C. The remedies contained in this paragraph E shall be in addition to (and not supersede) any action for damages and/or any other remedy Principal may have for breach of any part of this Agreement.

## F. Term and Termination

1. Term of Agreement The term of this Agreement shall be effective as of the date given at the top of Page 1 herein, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
2. Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if within the time specified by Covered Entity;
  - b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
  - c. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
3. Effect of Termination
  - a. Except as provided in paragraph E.3 (b) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - b. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon notification to Covered Entity that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

## G. Miscellaneous Terms.

1. State Law. If a state law applicable to the relationship between Business Associate and Covered Entity contains additional or more stringent requirements than federal law for Business Associate regarding any aspect of PHI privacy,

then Business Associate agrees to comply with the higher standard contained in applicable state law.

2. Consideration. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

3. Modification. This Agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the HIPAA 1996, as amended.

4. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Optimum Therapies, LLC  
Owner  
517 E. Clairemont Ave  
Eau Claire, WI 54701

5. Notice to Business Associate. Any notice required under this Agreement to be given, Business Associate shall be made in writing to:

Practis, LLC  
8720 Red Oak Blvd  
Suite 220  
Charlotte, NC 28217

6. Describe duties, services performed by the Business Associate will be specifically related to those noted in the contract or service agreement dated February 14<sup>th</sup>, 2024.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY

BUSINESS ASSOCIATE

\_\_\_\_\_  
Optimum Therapies, LLC Signature

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Authorized Individual (Print Name)

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Authorized Individual (Print Name)

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Title

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Title

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Date Signed

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Date Signed