

**JWCH INSTITUTE, INC.
BUSINESS ASSOCIATE AGREEMENT**

THIS CONTRACT is entered into this 1st day of February, 2014 by and _____, hereinafter known as "ASSOCIATE" and JWCH Institute, Inc., hereinafter known as "JWCH."

TERM: This contract shall be from February 1, 2014 to February 1, 2015 and shall automatically renew at the end of the term for another year. However, if either party elects to end the relationship, thirty-day notice shall be give to the other party. The party receiving the notice of termination shall respond in turn with written correspondence acknowledging the termination.

WHEREAS JWCH will make available and/or transfer to ASSOCIATE confidential, personally identifiable health information.

WHEREAS such information may be used or disclosed only in accordance with the privacy regulations [CFR §§ 164.502 (e); 164.504 (e)] issued pursuant to the Health Insurance Portability and accountability Act [42 USC §§ 1320-1320d-8] and the terms of this agreement:

NOW THEREFORE, the parties agree as follows:

1. *Protected Health Information* ("PHI") means individually identifiable information relating to the past, present of future ~~physical~~ or mental health or condition of an individual, provisions of health care to an individual, or the past, present or future payment for healthcare provided to an individual, as more fully defined in 45CFR § 164.501, and any amendments thereof, received from or on behalf of JWCH.
2. ASSOCIATE agrees that it shall not receive, create, use or disclose PHI except as follows:
 - a. To conduct comprehensive assessments, develop and implement case management plans and develop and implement treatment plans for clients.
 - b. If necessary for the proper management and administration of ASSOCIATE or to carry out legal responsibilities of ASSOCIATE. PHI may only be disclosed to another person/entity for such purposes if:
 - i. Disclosure is required bylaw; or
 - ii. Where ASSOCIATE obtains reasonable assurance from the entity to which disclosure is made that the PHI released will be held confidential.
 - iii. Entity agrees to notify ASSOCIATE of any breaches of confidentiality.
 - c. To permit ASSOCIATE to provide data aggregation services relating to the health care operations of JWCH.
3. ASSOCIATE and JWCH agree that neither will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.