# Conduent Government Systems Business Associate Agreement

Conduent Government Systems, LLC shall carry out its obligations to _____, hereinafter known as the "Client," under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed, or learned as a result of the Services provided hereunder.

In conformity therewith, Conduent Government Systems, LLC agrees that it will:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law.

2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement.

3. To mitigate, to the extent practicable, any harmful effect that is known to Conduent Government Systems, LLC of a use or disclosure of PHI by the Conduent Government Systems, LLC in violation of this Agreement.

4. Report to Client any use or disclosure of PHI not provided for by this Agreement, of which Conduent Government Systems, LLC becomes aware.

5. Ensure that any agents or subcontractors to whom Conduent Government Systems, LLC provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Conduent Government Systems, LLC with respect to such PHI.

6. Make PHI available to Client and to the individual who has a right of access, as required under HIPAA, within 30 days of the request by Client on the individual.

7. Incorporate any amendments to PHI when notified to do so by Client.

8. Provide an accounting of all uses or disclosures of PHI made by Conduent Government Systems, LLC, as required under the HIPAA privacy rule, at the request of Client within 60 days.

9. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services, for purposes of determining Conduent Government Systems, LLC and Client compliance with HIPAA.

10. At the termination of this Agreement, return or destroy all PHI received from, or created or received by Conduent Government Systems, LLC on behalf of Client. If return is infeasible, the protections of this agreement will extend to such PHI.

11. Further, in the event that Conduent Government Systems, LLC inadvertently comes in contact with any confidential information, Conduent Government Systems, LLC agrees not to use or further disclose such information to anyone.

12. Conduent Government Systems, LLC further agrees to educate its personnel as to the importance of confidentiality with respect to the performance of this contract, and to maintain a strong confidentiality policy applicable to all of its personnel who may be assigned to perform services at Client.

13. Conduent Government Systems, LLC will take steps to ensure that its personnel remain only in authorized areas of Client and that they will not open any files, desks, boxes, disk storage cases, or any other containers that may potentially contain confidential and proprietary information.

14. Any violations of this confidentiality provision shall be cause for immediate termination of this contract, without notice.

15. Ensure that any agents or subcontractors to whom Conduent Government Systems, LLC provides PHI, or who have access to PHI, such as other consulting companies, agree to the same restrictions and conditions that apply to Conduent Government Systems, LLC with respect to such PHI.

The specific uses and disclosures of PHI that may be made by Conduent Government Systems, LLC on behalf of Client include:

1. The preparation and/or reparation of data in accordance with services requested of Conduent Government Systems, LLC by Client.

2. Uses required for the proper management of Conduent Government Systems, LLC as a business associate.

3. Other uses or disclosures of PHI as permitted by HIPAA privacy rule.

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Client in its sole discretion, if Client determines that Conduent Government Systems, LLC has violated a term or provision of this Agreement pertaining to Client obligations under the HIPAA privacy rule, or if Conduent Government Systems, LLC engages in conduct which, if committed by Client, would result in a violation of the HIPAA privacy rule by Client.

In Witness Whereof, each of the undersigned has caused this Business Associate Agreement to be duly executed in its name and on its behalf effective as of _____, 20__.

| | **Covered Entity** | | **Business Associate** |
|---|---|---|---|
| Company Name: | _____ | Company Name: | Conduent Government Systems, LLC |
| Signature: | _____ | Signature: | _____ |
| Printed Name: | _____ | Printed Name: | Shayne Boyd |
| Printed Title: | _____ | Printed Title: | Vice President - **FIREHOUSE** Software |
| Date: | _____ | Date: | 8/24/2105 |

**FIREHOUSE** Software
Conduent Government Systems, LLC
2900 100th St., Suite 309
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