



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is made and entered into by and between and **Agape Family Health**, a Florida not-for-profit corporation (“Covered Entity”), and **Global Presence Enterprises, LLC** (All Other Divisions/DBAs) (“Business Associate”), to be effective the **29 days of October 2021** (“Effective Date”)

1. Business Associate acknowledges that the Covered Entity is subject to various state and federal laws regarding the confidentiality and security of Protected Health Information (PHI). Such state and federal laws include, but are not limited to, the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) commonly known as "HIPAA", as modified or supplemented by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) (42 USC § 17921 et. seq.), and the regulations and guidelines adopted and to be adopted in connection therewith. Business Associate and Covered Entity are parties to one or more contracts, and may in the future, from time to time, enter into additional contracts, written or oral (collectively, the “BA Contracts”). Business Associate acknowledges that as a business associate of Covered Entity, it is responsible to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the HITECH Act.
2. In the course of performing its obligations under the BA Contracts, a Business Associate may be provided with or have access to PHI. Business Associate agrees that any PHI received by it shall be held strictly confidential and shall not be used or disclosed except as specifically provided in this BAA, as required by the BA Contracts, as required by law, or as otherwise directed by Covered Entity in a separate writing. This BAA shall govern the Business Associate’s receipt, use, and creation of PHI under the BA Contracts. It supplements and/or amends the BA Contracts as required to comply with the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, as amended) (hereinafter the “Privacy Rule”), the Standards for Electronic Transactions (45 CFR Parts 160 and 162) (hereinafter the “Transactions and Code Sets Rule”), and the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Parts 160 and 164) (hereinafter the “Security Rule”) as modified or supplemented by the HITECH Act and implementing regulations and guidance (collectively, “the Standards”). Except as so supplemented and/or amended, the terms of the BA Contracts shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this BAA and in the BA Contracts.
3. Except as otherwise specified in this BAA, Business Associate may make any and all uses and disclosures of PHI necessary to perform its obligations under the BA Contracts provided that such uses and disclosures are limited to uses and disclosures that comply with the requirements of 45 CFR 164.504 (e) (2) and that would not violate the Privacy Rule or HITECH Act if done by Covered Entity. Unless otherwise limited herein or in the BA Contracts, Business Associate may:
 - (a) Use the PHI in its possession for its proper management and administration and to carry out the legal responsibilities of Business Associate;
 - (b) Disclose the PHI in its possession to a third party for the purpose of Business Associate’s proper management and administration or to carry out the legal responsibilities of Business Associate, provided that the disclosures are required by law or Business Associate obtains reasonable assurances from the third party 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 third

party, and the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(c) Provide Data Aggregation services relating to the healthcare operations of Covered Entities and

(d) De-identify any and all PHI obtained by Business Associate under the BA Contracts at any location, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule.

All such uses and disclosures shall be in accordance with any current or future state or federal statutes, rules, or regulations. Business Associate agrees to use, disclose, and request (i) to the extent practicable, only the limited data set of PHI excluding direct identifiers, as defined in 45 CFR 164.514(e)(2); or, (ii) the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request in accordance with Section 13405 of the HITECH Act (42 USC § 17935(b)). Business Associate agrees that prior to disclosure, Business Associate shall determine what constitutes the minimum necessary amount of PHI to accomplish the intended purpose consistent with any applicable guidance from the Department of Health and Human Services.

4. To comply with the Privacy Rule, Business Associate agrees that it will:

(a) Not use or further disclose PHI other than as permitted or required by the BA Contracts and/or this BAA or as required by law.

(b) Use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by the BA Contracts and/or this BAA.

(c) Report to Covered Entity any acquisition, access, use, or disclosure of the PHI not provided for by the BA Contracts and/or this BAA (hereinafter, "Privacy Incident") within the time and in the manner specified in Section 7 below.

(d) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate from a Privacy Incident.

(e) 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 in writing to the same restrictions and conditions that apply through the BA Contracts and/or this BAA to Business Associate with respect to such PHI. Business Associate will amend existing subcontracts as necessary to comply with this provision.

(f) In the event that PHI in Business Associate's possession constitutes a Designated Record Set as defined in 45 CFR 164.501, make available PHI necessary for Covered Entity to respond to individual's request for access to PHI in a Designated Record Set in order to meet the requirements under 45 CFR 164.524, within five (5) business days of receiving a written request from Covered Entity. If Business Associate maintains such PHI in an electronic format, the Covered Entity may require Business Associate to provide such PHI to the Covered Entity in an electronic format. In the event any individual requests access to PHI directly from Business Associate, the Business Associate shall within two (2) business days forward such request to the Covered Entity. Any denial of access to the PHI requested shall be the responsibility of the Covered Entity.

(g) In the event that PHI in Business Associate's possession constitutes a Designated Record Set, make available PHI for amendment(s) to PHI in accordance with the Privacy Rule

(45 CFR 164.526) within five (5) business days of receiving a written request from Covered Entity.

(h) Make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to or at the request of the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.

(i) 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. Within five (5) business days of receiving a written request from the Covered Entity, the Business Associate shall provide the following information to the Covered Entity: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation that reasonably informs the individual of the basis for such disclosure or in lieu of such statement, a copy of a written request for disclosure under 45 CFR 164.512 or a copy of a written request from the Secretary to investigate or determine compliance with HIPAA; and any additional information required under the HITECH Act and implementing regulations. In the event a request for accounting is delivered directly to Business Associate, the Business Associate shall within seven business days forward such request to the Covered Entity. Business Associate will assist Covered Entity in compliance with additional accounting requirements under Section 13405 of the HITECH Act (42 USC § 17935) if and when applicable.

(j) Comply with any restrictions on disclosures of PHI about which Business Associate is notified by Covered Entity.

5. To comply with the Security Rule, Business Associate agrees that it will:

(a) Implement administrative, physical, and technical safeguards consistent with 45 CFR Sections 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Standards. Such safeguards shall include, without limitation, implementing written policies and procedures in compliance with HIPAA and the HITECH Act, conducting a security risk assessment, and training employees who will have access to PHI with respect to the policies and procedures required by HIPAA and the HITECH Act.

(b) Comply with all relevant security guidance issued by the Department of Health and Human Services with respect to the most effective and appropriate technical safeguards, as updated periodically.

(c) Ensure that any agent, including a subcontractor, to whom it provides such information, agrees in writing to implement reasonable and appropriate safeguards to protect it. Business Associate will amend existing subcontracts as necessary to comply with this provision.

(d) Report to Covered Entity any Security Incident of which it becomes aware within the time and in the manner specified in Section 7 below. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. This includes but is not limited to the physical theft of information regardless of the media in which it is contained such as disks, CD/DVDs, tapes, or paper records.

6. If applicable, to comply with the Transactions and Code Sets Rule, Business Associate agrees that it will:

(a) Not change the definition, data condition, or use of a data element or segment in a standard data set. Not add any data elements or segments to the maximum defined data set.

(b) Not use any code or data elements that are either marked “not used” in the standard’s implementation specification or are not in the standard’s implementation specification(s).

(c) Not change the meaning or intent of the standard’s implementation specification(s).

7. Business Associate’s Obligations with Respect to Privacy Incidents and Security Incidents.

(a) Business Associate shall maintain policies and procedures that are designed to monitor for and detect Privacy and Security Incidents. Business Associate shall train its workforce and agents on such policies and procedures. “Privacy Incidents” means the accidental or unauthorized acquisition, use, or disclosure of confidential or protected health information or personally identifiable information. “Security Incidents” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information technology system.

(b) Business Associate shall notify Covered Entity of any Privacy and/or Security Incident (hereafter, “Incident”) immediately; i.e., as soon as practicable as but no later than forty-eight (48) hours after the incident is discovered. An Incident is considered to have been discovered by Business Associate when it becomes known to any employee, officer, or agent of a Business Associate. If an Incident occurs on a weekend day or on a Business Associate recognized holiday, the Business Associate shall notify the Covered Entity of such Incident within forty-eight (48) hours after the Incident is discovered or on the next business day following discovery of the Incident.

(c) In addition to immediate notification, the Business Associate shall report any Incident(s) in writing to the following Covered Entity representative within two (2) business days from the time the Incident is discovered as defined in 7(b) above:

To: *Agape Family Health*
Attn: *Compliance Officer*
Address: *3900 University Blvd S Jacksonville, FL 32216*
Fax: *(727) 895-3762*

(d) Reports of Incidents shall include a detailed description of each Incident (at a minimum to include the date of the incident, the nature of the Incident, the information involved, whether the information was accessed, disclosed, used, modified, etc. and the identities of the involved Individual(s) and their relationship to Business Associate), a description of Business Associate’s response to each Incident, and the name and title of the individual Covered Entity should contact for additional information.

(e) Business Associate will conduct such further investigation as is reasonably required by Covered Entity and promptly advise Covered Entity of additional information pertinent to the incident.

(f) Business Associate will cooperate with Covered Entity in conducting any required risk analysis related to such Incident(s).

(g) Business Associate will cooperate with Covered Entity in complying with any applicable notification requirements pursuant to the HITECH Act and regulations promulgated thereunder (including but not limited to 45 CFR Part 164, Subpart D) and/or pursuant to Florida law (including but not limited to Florida Statutes Section 817.5681), and in taking steps determined by Covered Entity to be necessary to mitigate any potential harm caused by an Incident. Business Associate will indemnify Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of, and/or mitigating potential harm caused by, an Incident caused by Business Associate and/or its subcontractors or agents.

8. Business Associate agrees to comply with all applicable federal and state laws and/or regulations regarding confidentiality and security of PHI including, but not limited to, any regulations, standards, or rules promulgated under the authority of HIPAA and the HITECH Act. Business Associate acknowledges and agrees that Covered Entity has the right to adopt more stringent confidentiality and security requirements than those imposed by law and Business Associate will, at its own cost and expense, comply with any such requirements as are specified in the BA Contracts. Business Associate will conduct such assessments and adopt such administrative procedures, physical safeguards, and technical security services as may be required by law and/or by Covered Entity in the BA Contracts to safeguard the security of PHI. Business Associate further acknowledges and agrees that Covered Entity may require compliance with statutes, rules, and/or regulations sooner than required by law as provided in the BA Contracts. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for an audit and/or demonstration of its internal practices and policies and procedures for safeguarding PHI.
9. Business Associate will not receive or provide direct or indirect remuneration in exchange for any PHI in a manner that would violate Section 13405(d) of the HITECH Act (42 USC 17935(d)(2)). However, Business Associate shall not rely on exceptions in Section 13405(d) of the HITECH Act, or regulations promulgated thereunder, as to Covered Entity's PHI without advance notice to Covered Entity which describes the types of circumstances and the applicable exceptions to be relied upon by Business Associate.
10. Business Associate shall use and disclose PHI for marketing purposes only as directed by Covered Entity, in accordance with Section 13406(a) of the HITECH Act (42 USC Section 17936(a)).
11. Upon termination of the BA Contracts and/or this BAA, 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. If PHI is destroyed, a certificate of destruction will be provided by Business Associate to the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. If Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the Business Associate and Covered Entity that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA 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.
12. Notwithstanding, any other provision of this BAA or the BA Contracts, the BA Contracts and this BAA may be terminated by the Covered Entity in the event of a material breach by Business

Associate of the terms and conditions of this BAA. Covered Entity shall provide thirty (30) days written notice in sufficient detail to enable Business Associate to understand the specific nature of the breach and afford Business Associate an opportunity for Business Associate to cure the breach or end the violation. Should Business Associate fail to cure the breach within this thirty (30) day time frame, Covered Entity may terminate the BA Contracts and this BAA; provided however that in the event termination is not feasible, in Covered Entity's sole discretion, Covered Entity shall have the right to report the breach to the Secretary. In the event that Business Associate becomes aware of a pattern of activity or practice of Covered Entity that constitutes a material violation of the obligations of Covered Entity under this BAA, Business Associate shall provide Covered Entity with written notice describing the material violation in reasonable detail and a period of not less than thirty (30) days after receipt of such notice to cure the material violation. If such violation is not cured within such thirty (30) day period, Business Associate may terminate the BAA and the BA Contracts on notice to Covered Entity, provided however that in the event termination is not feasible, Business Associate shall have the right to report the breach to the Secretary.

13. Business Associate shall indemnify, defend and hold harmless Covered Entity and its directors, officers, employees, affiliates, agents, and representatives from and against any and all third party liabilities, costs, claims, suits, actions, proceedings, demands, losses, and liabilities of any kind (including court costs and reasonable attorneys' fees) brought by a third party, arising from or relating to the acts or omissions of Business Associate or any of its directors, officers, subcontractors, employees, affiliates, and agents in connection with Business Associate's performance under this BAA or any BA Contracts, in accordance with the indemnification and limitation of liability provisions set forth in any BA Contracts. The indemnification provisions of this Section 13 shall survive the termination of this BAA.
14. PHI is provided to Business Associate solely on an "as is" basis. Covered Entity disclaims all other warranties, express or implied, including but not limited to implied warranties of merchantability, and fitness for a particular purpose.
15. If applicable, Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. § 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify the Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.
16. The terms of this BAA shall prevail in the case of any conflict with the terms of any BAA Contract to the extent necessary to allow Covered Entity to comply with the Standards. This BAA will supersede any prior Business Associate Agreement(s) entered into between the parties, including but not limited to any Business Associate Agreement that is attached as an exhibit to the BA Contracts(s).
17. The parties agree to amend this BAA to the extent necessary to allow Covered Entity to comply with the Standards, including any amendments or modifications to the Standards. Covered Entity agrees to develop amendments to this BAA to incorporate any material provisions required by the Standards, and to distribute the same to Business Associate for adoption. Any amendment so distributed by Covered Entity shall be deemed to be accepted by Business Associate unless

Covered Entity is notified by Business Associate of any objections within thirty (30) days of its receipt of such amendment. This BAA may also be amended at any time by written agreement of the parties.

18. To the extent not incorporated or referenced in this BAA, all other requirements applicable to Business Associates under the HITECH Act are incorporated by reference into this BAA.
19. Nothing in this BAA shall confer upon any person other than Covered Entity and Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
20. This BAA applies only if and to the extent that Business Associate is a Business Associate of Covered Entity as defined in HIPAA and the regulations promulgated thereunder.
21. This BAA may be executed in multiple counterparts, each of which, whether hand-delivered, faxed, or digitally scanned and emailed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
22. Any notices to be given hereunder to a party shall be made via U.S. mail or express courier to such party's address given below and/or via facsimile to the facsimile telephone number listed below:

To Covered Entity:

Agape Family Health

Attn: Tabatha Ball / COO

***3900 University Blvd S
Jacksonville, FL 32216***

To Business Associate:

**Global Presence Enterprises, LLC (All
Other Divisions/DBAs)**

Attn: Jack Hakimian / CEO

**8362 Pines Blvd #116
Pembroke, FL 33024**


(Signature Page Follows)

By: Tabatha Ball

Print: **Tabatha Ball**

Title: **COO**

Date: Nov 2, 2021

By: 

Print: **Jack Hakimian**

Title: **CEO**

Date: 10-29-2021

Tb

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Global Presence Business Associate Agreement with Agape Family Health

Final Audit Report

2021-11-02

Created:	2021-10-29
By:	Jack Hakimian (production@globalpresence.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbzzXCGs1JTio-soqKDHO43ifDs9ECtwE

"Global Presence Business Associate Agreement with Agape Family Health" History



Document created by Jack Hakimian (production@globalpresence.org)

2021-10-29 - 8:16:39 PM GMT- IP address: 73.204.36.250



Document emailed to Tabatha Ball (tabatha.ball@agapefamilyhealth.org) for signature

2021-10-29 - 8:18:34 PM GMT



Email viewed by Tabatha Ball (tabatha.ball@agapefamilyhealth.org)

2021-11-02 - 10:03:55 PM GMT- IP address: 69.210.0.65



Document e-signed by Tabatha Ball (tabatha.ball@agapefamilyhealth.org)

Signature Date: 2021-11-02 - 10:04:58 PM GMT - Time Source: server- IP address: 69.210.0.65



Agreement completed.

2021-11-02 - 10:04:58 PM GMT