**This Frontier Business Associate Agreement** (“BAA”) is effective as of **{{Effective\_Date}}** (“Effective Date”) by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules (“Frontier”), and **{{Subscriber\_Name}}** (“Covered Entity”). Frontier and Covered Entity may hereafter be referred to collectively as the “Parties”, or individually as a “Party”. Capitalized terms set forth herein, unless defined herein, shall have the meaning set forth in the FSA.

**Service Location:**

|  |  |  |  |
| --- | --- | --- | --- |
| Street Address: | **{{ServiceStreet}}** | **Schedule Date:** | **{{Schedule\_Date}}** |
| City, State, Zip: | **{{ServiceCity}}, {{ServiceState}} {{ServicePostalCode}}** | **Service Term:** | **{{ContractTerm}}** |

**Frontier and Covered Entity agree to the terms and conditions below and have caused this Frontier Business Associate Agreement to be executed by their respective duly authorized representatives on the Effective Date.**

**WHEREAS,**

1. Frontier and Covered Entity are parties to that certain underlying Frontier Services Agreement (“FSA”) under which Covered Entity agreed to purchase certain services and/or equipment from Frontier (“Services”) in accordance with the terms thereof; and
2. HIPAA provides and / or requires parties to agree in writing to certain mandatory provisions regarding the acquisition, access, use and disclosure of PHI; and

**NOW THEREFORE,** in consideration of the mutual promises, and covenants contained herein, the parties agree as follows:

1. **Definitions.** The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The specific definitions used in this BAA are:

* 1. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this BAA, shall mean Frontier.
  2. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and in reference to the party to this BAA, shall mean Covered Entity.
  3. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules contained in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations at 45 C.F.R. Part 160 and Part 164.

1. **Term**. This BAA shall be effective as of the Effective Date and shall be terminated when (i) all PHI provided to Frontier by Covered Entity, or created or received by Frontier on behalf of Covered Entity, is destroyed or returned to Covered Entity or (ii) upon expiration of the FSA, whichever occurs Iater.
2. **HIPAA Assurances and Obligations of Frontier**. Frontier has agreed to enter into this BAA in the event that Frontier receives, maintains, stores, transmits, uses, or otherwise is exposed by the Covered Entity to information, on more than an infrequent or random basis, that is defined as Protected Health Information ("PHI") by the HIPAA Rules. Frontier will notify covered Entity and the parties will work in good-faith to establish a date that is mutually acceptable.

Frontier agrees to:

* 1. Not use or disclose PHI, except as permitted or required by the BAA or as required by law;
  2. Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI), in compliance with Subpart C of 45 C.F.R Part 164 with respect to ePHI, in order to prevent use or disclosure of PHI other than as provided for by this BAA;
  3. Comply with the applicable requirements of 45 C.F.R. Part 162 if Frontier conducts Standard Transactions for or on behalf of the Covered Entity;
  4. Report promptly to Covered Entity any use or disclosure of PHI not provided for by this BAA of which Frontier becomes aware, including breaches of unsecured PHI, as required at 45 C.F.R. 164.410, and any security incident of which Frontier becomes aware;
  5. Ensure that any subcontractors or agents who create, receive, maintain, or transmit PHI on behalf of Frontier are explained Frontier obligations under this paragraph and agree to the same restrictions, conditions and requirements that apply to Frontier with respect to such information;
  6. Make available PHI in accordance with the individual’s rights as necessary to satisfy the Covered Entity’s obligations under 45 C.F.R. 164.524 ;
  7. Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy the Covered Entity’s obligations under 45 C.F.R. 164.526; and
  8. Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining compliance with HIPAA.

1. **Permitted Uses and Disclosures by Frontier.** Frontier agrees to:
   1. only use or disclose PHI:
      1. as necessary to perform the Services and/or Supplies delivered by Frontier to the Covered Entity that are subject to the HIPAA Rules; or as required by law;
   2. make any use, disclosure or request for PHI consistent with the Covered Entity’s minimum necessary policies and procedures;
   3. not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164, if done by the Covered Entity; and
   4. use or disclose PHI for the proper management and administration of Frontier or to carry out Frontier’s legal responsibilities.
2. **Provisions for the Covered Entity to Inform Frontier of Privacy Practices and Restrictions.** The Covered Entity agrees to:
   1. notify Frontier of any limitation(s) in the notice of the Covered Entity’s privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Frontier’s use or disclosure of PHI.
   2. notify Frontier of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Frontier’s use or disclosure of PHI.
   3. notify Frontier of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Frontier’s use or disclosure of PHI.
3. **Termination upon Breach of Provisions**. Covered Entity may give written notice to Frontier in the event of a breach and give Frontier twenty (20) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Frontier if Covered Entity reasonably determines that Frontier has breached its obligations under this Agreement. In the event termination of this Agreement and the Agreement is not feasible, Frontier hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.
4. **Liability as Result of Breach.** In the event of an actual breach caused by Frontier not complying with the terms of this BAA, Frontier shall reimburse and pay Covered Entity, subject to the limitation of liability under the FSA, for all reasonable and necessary costs and expenses (including reasonable attorney’s fees) incurred in the legally required response and as otherwise legally required to notify individuals or any third parties about such breach, including costs for credit reports, fraud monitoring or other software or services as required under applicable laws. In the event of such a breach, Frontier will provide reasonable cooperation to Covered Entity, but will not directly notify third-parties.

Frontier disclaims any express or implied warranty or condition that the Services provided under the FSA by Frontier shall prevent unauthorized access, loss or theft of electronic data, or invasion of privacy, (collectively, “Fraudulent Activity"). Except in the event of Frontier’s fraud or Frontier’s gross negligence, Frontier shall have no liability to Covered Entity in the event of such Fraudulent Activity.

1. **Obligations of Frontier upon Termination**. Upon the termination of this Agreement for any reason, and unless otherwise directed by Covered Entity, Frontier shall either return or destroy all PHI received from the Covered Entity or created or received by Frontier on behalf of the Covered Entity in which Frontier maintains in any form. Frontier shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event Frontier determines that returning or destroying the PHI is infeasible upon termination of this Agreement, Frontier shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Frontier to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Frontier maintains such PHI.
2. **No Third Party Beneficiaries**. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.
3. **De-Identified Data**. Notwithstanding the provisions of this Agreement, Frontier and its subcontractors may disclose non-personally identifiable health information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.
4. **Amendment.** Frontier and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with HIPAA Rules and any other applicable law. All such amendments shall be made in a writing signed by both parties.
5. **Interpretation**. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the then most current version of HIPAA Rules.
6. **Survival.** The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.
7. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State in which Services or Equipment are being provided and the federal laws of the United States applicable therein.
8. **Counter-parts:** This Agreement may be executed in counterparts and shall become operative when each Party has executed and delivered a copy to the other Party. A signature on this Agreement by one party communicated to the other by electronictransmission, such as by PDF, e-mail or facsimile, will constitute execution of this Agreement.

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| --- | --- | --- | --- | --- |
| **Frontier Communications of America, Inc.** | |  | **{{Subscriber\_Name}}** | |
| Signature: | {{Signer2Signature}} | Signature: | {{Signer1Signature}} |
| Printed Name: | {{Signer2FullName}} | Printed Name: | {{Signer1FullName}} |
| Title: | {{Signer2Title}} | Title: | {{Signer1Title}} |
| Date: | {{Signer2Date}} | Date: | {{Signer1Date}} |
|  |  |  |  |  |
| Contractual Notice: | Frontier Communications  111 Field Street  Rochester, NY 14620  Attn: Legal Department |  | Contractual Notice: | {{Subscriber\_Name}}  {{ServiceStreet}}  {{ServiceCity}}, {{ServiceState}} {{ServicePostalCode}}  Attn: Legal Department |