

**CENPATICO  
BUSINESS ASSOCIATE AGREEMENT  
PREVENTION SERVICES AGREEMENT – EXHIBIT K  
GILA COUNTY HEALTH DEPARTMENT  
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014**

This BUSINESS ASSOCIATE AGREEMENT (*“Exhibit K”*) is entered into on this 1st day of January, 2014, by and between Cenpatico Behavioral Health of Arizona, LLC, and Cenpatico of Arizona, Inc., herein referred to as “Cenpatico” (*“the Covered Entities”*) and Gila County Health Department (*“Business Associate”*).

**WHEREAS**, pursuant to an agreement dated September 01, 2010 entered into by and between Covered Entities and Business Associate (*“Services Agreement”*), Business Associate provides certain functions, activities, and/or services (collectively, *“Services”*) to Covered Entities;

**WHEREAS**, in connection with such Services, Covered Entities will make available and/or transfer to Business Associate, or Business Associate will create on behalf of Covered Entities, certain Protected Health Information (as such term is defined at 45 C.F.R. § 164.501) (*“PHI”*); and

**WHEREAS**, pursuant to the authorities set forth above, Business Associate may use or disclose PHI only in accordance with this Agreement.

**NOW, THEREFORE**, Covered Entities and Business Associate agree as follows:

**Definitions.** The Health Insurance Portability and Accountability Act of 1996 (*“HIPAA”*), the Health Information Technology for Economic and Clinical Health Act (*“HITECH”*), and the implementing regulations thereunder, including but not limited to the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (the *“Privacy Rule”*) and the Security Standards for the Protection of Electronic Health Information at 45 C.F.R. Parts 160 and 164 (the *“Security Rule”*), and the requirements of the final modifications to the HIPAA Privacy Rule, Security, Rule, et al., issued on January 25, 2013 and effective March 26, 2013, as may be amended from time to time, shall collectively be referred to herein as the *“HIPAA Authorities.”* All other capitalized terms hereunder shall have the meaning ascribed to them elsewhere in this Agreement, or, if no such definition is specified herein, shall have the meaning set forth in the HIPAA Authorities.

**Interpretation of Provisions of this Agreement.** In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Authorities, the terms of the HIPAA Authorities shall prevail. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entities and Business Associate to comply with the HIPAA Authorities. A reference in this Agreement to a section in the HIPAA Authorities means the section in effect or as amended. Titles or headings are used in this Agreement for reference only and shall not have any effect on the interpretation of this Agreement.

**Obligations of Business Associate.**

**Limits on Use and Disclosure.** Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement, by the HIPAA Authorities or as Required by Law. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entities’ obligations under the Privacy Rule, it shall comply with the requirements of the Privacy Rule that apply to the Covered Entities in the performance of such obligations.

**Safeguards.** Business Associate agrees to use reasonable and appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. More specifically, as also provided for in Section 3.12 below, Business Associate agrees to establish, implement and

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maintain appropriate safeguards, and comply with the Security Rule with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Agreement.

**Mitigation of Harm.** 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 by Business Associate in violation of the requirements of this Agreement or the HIPAA Authorities.

**Report of Improper Use or Disclosure.** Business Associate agrees to notify Covered Entities, in writing or orally, without unreasonable delay, but in no case more than five (5) calendar days, of any successful Security Incident or Breach of Unsecured PHI (by Business Associate or by a Subcontractor) involving the acquisition, access, use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. As soon as reasonably possible thereafter, in no case more than fourteen (14) calendar days following discovery of the Security Incident or Breach, Business Associate shall provide Covered Entities with a written report which shall include but not be limited to: i) a description of the circumstances under which the Security Incident occurred; ii) the date of the incident and the date that the incident was discovered; iii) a description of the types of PHI involved in the incident; iv) the identification of each Individual whose PHI is known or is reasonably believed by the Business Associate to have been affected; and v) any recommendations that the Business Associate may have, if any, regarding the steps that Individuals may take to protect themselves from harm. To the extent that Covered Entities reasonably determines that such Security Incident constitutes a Breach of Unsecured PHI by Business Associate that necessitates the notification of Individuals by Covered Entities under HITECH, Business Associate agrees that it shall immediately reimburse Covered Entities for the reasonable expenses of such notification process. Business Associate shall cooperate with any investigation (and/or risk assessment) of such incident conducted by Covered Entities in connection with any report made pursuant to this Section.

**Subcontractors.**

(a) Prior to the date on which any Subcontractor creates, receives, maintains or transmits PHI on behalf of Business Associate in connection with Business Associate's obligations under the Services Agreement, Business Associate agrees to enter into a written agreement with any Subcontractor ("***Subcontractor Agreement***") to whom Business Associate provides PHI that requires them: (i) to comply with the same HIPAA Authorities that apply to Business Associate under the Agreement; and (ii) to comply with the same restrictions and conditions that apply to Business Associate through this Agreement with respect to such PHI.

(b) Upon Business Associate's knowledge of a material breach of the Subcontractor Agreement by Subcontractor, Business Associate shall immediately notify Covered Entities of such material breach in writing and, at its option (unless otherwise directed by Covered Entities), shall: (i) provide an opportunity for Subcontractor to cure the breach or end the violation and terminate this Agreement if Subcontractor does not cure the breach or end the violation within the cure period identified in the Services Agreement between Covered Entities and Business Associate, or if no cure period is identified in the Services Agreement, as specified by Covered Entities; (ii) immediately terminate this Agreement if Subcontractor has breached a material term of this Agreement and Business Associate (or Covered Entities) deems cure by the Subcontractor not to be possible; or (iii) if neither termination nor cure are feasible, report the violation to the Covered Entities.

(c) Business Associate agrees to provide Covered Entities with a list of any and all such Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate in in connection with Business Associate's obligations under the Service Agreement with Covered Entities within thirty (30) days of such a request.

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**Access to Records.** At the request of Covered Entities and within five (5) business days of such request and in a reasonable manner designated by Covered Entities, Business Associate shall provide access to PHI in a Designated Record Set to Covered Entities or, as directed by Covered Entities, to an Individual, in a manner compliance with 45 CFR §164.524 and/or other applicable provisions of the HIPAA Authorities.

**Amendments to PHI.** At the request of Covered Entities, or, as directed by Covered Entities, at the request of an Individual, Business Associate shall make, within five (5) business days of such request and in a reasonable manner designated by Covered Entities, any amendment(s) to PHI in a Designated Record Set to which the Covered Entities has agreed pursuant to 45 CFR §164.526, or shall otherwise assist Covered Entities in complying with Covered Entities' obligations under 45 CFR §164.526.

**Availability of Internal Practices, Books and Records.** Business Associate shall make its internal practices, books and records available to Covered Entities or the Secretary for purposes of determining Covered Entities' compliance with the HIPAA Authorities, in a time and manner designated by Covered Entities or the Secretary, as applicable. Covered Entities reserves the right to request, and Business Associate shall provide, additional satisfactory assurances that Business Associate is meeting its applicable obligations under the HIPAA Privacy and Security Rules. Such requests may include, but are not limited to; an onsite audit, access to policies and procedures, risk assessment documentation, incident logs or information related to the Business Associate's Subcontractors compliance with their applicable obligations under the HIPAA Privacy and Security Rules.

**Accounting of Disclosures.** Business Associate shall document such disclosures of PHI and information related to such disclosures (i.e., (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 the disclosure that reasonably states the basis for the disclosure) as would be required for Covered Entities to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Such documentation shall be maintained with regard to all disclosures of PHI, except for those disclosures that are expressly exempted from the documentation requirement under the HIPAA Authorities (see, e.g., 45 CFR §§164.502; 164.508; 164.510; 164.512, etc.). Documentation required to be collected by the Business Associate under this Section shall be retained for a minimum of six (6) years, unless otherwise provided under the HIPAA Authorities. Business Associate shall further provide the information collected pursuant to this Section to Covered Entities or an Individual, within five (5) business days of the applicable request and in a reasonable manner designated by Covered Entities, as necessary to permit Covered Entities to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 or other applicable provision of the HIPAA Authorities.

**Disclosure of Minimum PHI.** Business Associate agrees that it shall request, use and/or disclose only the amount and content of PHI that is the Minimum Necessary for Business Associate to fulfill its obligations under the terms and conditions of this Agreement. Business Associate acknowledges that such Minimum Necessary standard shall apply with respect to uses and disclosures by and among members of Business Associate's workforce as well as by or to third parties as permitted hereunder.

**Notification of Claims.** Business Associate shall promptly notify Covered Entities upon notification or receipt of any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions ("**Actions**") arising out of or related to this Agreement or PHI, or relating to Business Associate's conduct or status as a business associate for any Covered Entities, regardless of whether Covered Entities and/or Business Associate are named as parties to such Actions.

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**Security Rule Requirements.** Business Associate shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entities as required by the Security Rule. Business Associate agrees to report to Covered Entities any use or disclosure of PHI not provided for by this Agreement or the HIPAA Authorities of which it becomes aware, including any Security Incident. Accordingly, as also provided in Section 3.4, Business Associate agrees to report any successful Security Incident of which it becomes aware to Covered Entities immediately, but not later than five (5) calendar days after the Security Incident. All reports required of the Business Associate pursuant to this Section shall be provided as specified in Section 3.4 of this Agreement, including the actions and the mitigation steps, if any, taken by Business Associate in response to the Security Incident(s).

**Compliance with HIPAA Authorities.** Requirements of the HIPAA Authorities that are made applicable with respect to business associates, or any other provision required to be included in this Agreement pursuant to the HIPAA Authorities, are incorporated into this Agreement by this reference.

**Permitted Uses and Disclosures by Business Associate.**

**Use or Disclosure to Perform Functions, Activities, or Services.** Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform those functions, activities, or services that Business Associate performs for, or on behalf of, Covered Entities as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule, or the policies and procedures of Covered Entities relating to the "Minimum Necessary Standard," if done by Covered Entities. Any such use or disclosure shall be limited to those reasons and those Individuals as necessary to meet the Business Associate's obligations under the Services Agreement.

**Appropriate Uses of PHI.** Except as may be otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

**Confidentiality Assurances and Notification.** Except as may be otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that such PHI will remain confidential and used or further disclosed only as Required by Law or for the purpose for which such PHI was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

**Data Aggregation Services.** As applicable, Business Associate may use PHI to provide Data Aggregation services to Covered Entities as permitted by 42 CFR § 164.504(e)(2)(i)(B), except as may be otherwise provided by this Agreement.

**Indemnification.** Each party (the "*Indemnitor*") shall indemnify and hold harmless the other party (the "*Indemnitee*") against, and reimburse such Indemnitee for, any expense, loss, damages, fees, costs, claims or liabilities of any kind arising out of or related to any Actions asserted or threatened by a third party arising out of or related to the Indemnitor's acts and omissions associated with its obligations under this Agreement or its use or disclosure of PHI or, when the Indemnitor is the Business Associate, the use and disclosure of PHI by a Subcontractor of Business Associate. Such indemnification shall include, but not be limited to, the payment of all reasonable attorney fees associated with any such Action.

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**Obligations of Covered Entities.**

**Notice of Privacy Practices.** Covered Entities shall notify Business Associate of any limitation(s) in Covered Entities' notice of privacy practices, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.

**Change or Revocation of Permission.** Covered Entities shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's permitted or required uses and disclosures of PHI. Business Associate shall comply with any such changes or revocations.

**Restrictions on Use or Disclosure.** Covered Entities shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entities has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI. Business Associate shall comply with any such restrictions. Business Associate shall immediately notify Covered Entities of any request for a restriction on the use or disclosure of an Individual's PHI that Business Associate receives from such Individual.

**No Request to Use or Disclose in Impermissible Manner.** Except as necessary for the Data Aggregation Services or management and administrative activities of the Business Associate as allowed herein, Covered Entities 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 Entities.

**Term and Termination**

**Term.** This Agreement shall be effective as of the earlier of the date first documented above or the effective date of the Services Agreement, and shall terminate upon termination of the Services Agreement for any reason or as otherwise provided in this Agreement.

**Termination with Cause.** Upon Covered Entities' knowledge of a material breach by Business Associate, or its Subcontractors, Covered Entities shall, at its option: (i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the cure period identified in the Services Agreement, or if no cure period is identified in the Services Agreement, as specified by Covered Entities; (ii) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entities deems cure by Business Associate not to be possible; or (iii) if neither termination nor cure are feasible, report the violation to the Secretary.

**Effect of Termination.**

Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy (at Covered Entities' election), and shall retain no copies of, all PHI in the possession of Business Associate.

In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entities written notification of the conditions that make return or destruction infeasible. Upon Covered Entities' written approval, which shall not be unreasonably withheld, Business Associate may retain the PHI, but shall extend the protections of this Agreement (including, but not limited to,

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Sections 1 through 5) 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.

**Standards for Electronic Transactions.** In connection with the Services to be provided to Covered Entities pursuant to this Agreement, Business Associate agrees that if it (or a Subcontractor) conducts an electronic transmission for which the Secretary has established a "standard transaction" under 45 C.F.R. Part 164, Subparts A, C, D and E, as applicable (the "*Electronic Transactions Standards*"), Business Associate (or its Subcontractor) shall comply with the requirements of the Electronic Transactions Standards. Business Associate specifically represents that it has obtained such compliance. Business Associate agrees that, in connection with the transmission of standard transactions, it will not (and will not permit any Subcontractor with which it might contract to): (i) change the definition, data condition, or use of a data element or segment in a standard; (ii) add any data elements or segments to the maximum defined data set; (iii) 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; or (iv) change the meaning or intent of the standard's implementation specification(s). Business Associate understands that Covered Entities reserves the right to request an exception from the uses of a standard as permitted by 45 CFR § 162.940, and, if such an exception is sought, Business Associate agrees to participate in a test modification.

**Confidentiality of Business Information.**

**Business Information.** In the event the parties have not agreed to alternative confidentiality language with respect to business information in the Services Agreement or elsewhere, the following provisions will apply. Neither party will disclose to any third party any information related to this Agreement or to the business operations of the other party, or any proprietary information belonging to the other party (collectively, "*Confidential Business Information*") without the prior written consent of the other party, except as may be required under law or this Agreement; provided that a party required by law to disclose Confidential Business Information shall inform the other party in order that the other party may contest such requirement. Each party hereby agrees that all Confidential Business Information communicated to it by the other party, whether oral or written, and whether before or after execution of this Agreement, was and will be received in strict confidence and will be used only for purposes set forth in the Services Agreement. Upon termination of this Agreement, each party shall, upon the request of the providing party, promptly return all such Confidential Business Information to the providing party or, at the providing party's option, shall destroy such Confidential Business Information and certify as to its destruction, except that each party shall be permitted to retain copies of Confidential Business Information as is reasonably necessary for its internal compliance and auditing purposes, provided the terms of this Section 9 shall continue to apply with respect to such retained Confidential Business Information for so long as it is retained. This obligation of confidentiality shall not apply to information i) which was known by the recipient without the obligation of confidentiality prior to its receipt of such information; ii) is or becomes publicly available without breach of this Agreement; or iii) is received from a third party without an obligation of confidentiality and without breach of this Agreement. This paragraph shall not apply to uses and disclosures of PHI, which shall be governed by the remaining provisions of this Agreement.

**Response to Subpoena.** Business Associate shall be permitted to disclose PHI and Confidential Business Information that Business Associate is required to disclose pursuant to court order, subpoena or other compulsory legal process, provided that prior to making any disclosure thereunder, Business Associate shall provide Covered Entities within five (5) calendar days prior written notice (or as much notice as reasonably practicable under the circumstances) of the intended disclosure, specifying the basis and nature of the same.

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**Miscellaneous.**

**Assignment: Waiver.** This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the parties. Neither this Agreement nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the other party. Except as provided herein, this Agreement shall create no independent rights in any third party or make any third party a beneficiary hereof. No failure or delay by either party in exercising its rights under this Agreement shall operate as a waiver of such rights, or of any prior, concurrent, or subsequent breach.

**Property Rights.** All PHI shall be and remain the exclusive property of Covered Entities. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

**Right to Cure.** Business Associate agrees that in the event Business Associate fails to cure a breach of this Agreement pursuant to this Agreement, Covered Entities has the right, but not the obligation, to cure the same. Expenses, costs or fines reasonably incurred in connection with Covered Entities' cure of Business Associate's breach(es) shall be borne solely by Business Associate.

**Injunctive Relief.** Business Associate agrees that breach of the terms and conditions of this Agreement shall cause irreparable harm for which there exists no adequate remedy at law. Covered Entities retains all rights to seek injunctive relief to prevent or stop any breach of the terms of this Agreement, including but not limited to the unauthorized use or disclosure of PHI by Business Associate or any Subcontractor, contractor or third party that received PHI from Business Associate.

**Survival; Severability.** The respective rights and obligations of Business Associate under this Agreement, including but not limited to Business Associate's indemnification obligations, shall survive the termination of this Agreement. The parties agree that if a court determines that any of the provisions of this Agreement are invalid or unenforceable for any reason, such determination shall not affect the enforceability or validity of the remaining provisions of this Agreement.

**Entire Agreement; Amendment.** This document, together with any written Schedules, amendments and addenda, constitutes the entire agreement of the parties and supersedes all prior oral and written agreements or understandings between them with respect to the matters provided for herein. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entities and Business Associate to comply with the requirements of the HIPAA Authorities. Any modifications to this Agreement shall be valid only if such modifications are in accordance with the HIPAA Authorities, are made in writing, and are signed by a duly authorized agent of both parties.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona to the extent that the HIPAA Authorities do not preempt the same.

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10.8 **Notice.** Any notice required or permitted to be given by either party under this Agreement shall be sufficient if in writing and hand delivered (including delivery by courier) or sent by postage prepaid certified mail return receipt requested, to the following address:

If Covered Entities:	If Business Associate:
Name: Terry Stevens	Name: Michael A. Pastor
Title: President & CEO	Title: Chairman, Board of Supervisors
Company: Cenpatico Behavioral Health of Arizona, LLC, and Cenpatico of Arizona, Inc.	Company: Gila County Health Department
Address: 1501 W. Fountainhead Parkway, Suite 295 Tempe, Arizona 85282	Address: 1400 East Ash Street Globe, Arizona 85501
Phone: 866-495-6738	Phone: 928-402-8813
Email: tstevens@cenpatico.com	Email: phorn@gilacountyaz.gov

10.9 **Independent Contractors.** For purposes of this Agreement, Covered Entities and Business Associate, and Covered Entities and any Subcontractor of Business Associate, are and will act at all times as independent contractors. None of the provisions of this Agreement shall establish or be deemed or construed to establish any partnership, agency, employment agreement or joint venture between the parties.

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Each party to this Agreement warrants that it has full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

**Cenpatico Behavioral Health of Arizona, LLC:**  
*("Covered Entity")*

**Gila County Health Department:**  
*("Business Associate")*

By: 

By: \_\_\_\_\_

Name: Terry Stevens

Name: Michael A. Pastor

Title: CEO

Title: Chairman, Board of Supervisors

Date: 3/31/14

Date: \_\_\_\_\_

Tax ID: 86-6000444

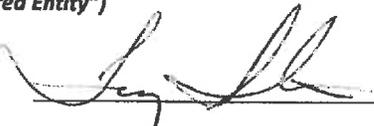
By: \_\_\_\_\_

Name: Bryan Chambers

Title: Deputy Attorney Principal

Date: \_\_\_\_\_

**Cenpatico of Arizona, Inc.:**  
*("Covered Entity")*

By: 

Name: Terry Stevens

Title: President & CEO

Date: 3/31/14