



Participation Agreement Medicaid Provider Program

PLEASE FAX THE FOLLOWING PAGES #4, #7, #8, #14, #15 TM



Your Trusted Advisor for
Meaningful Use & Health IT

**211 Warren Street
Newark, NJ 07103
PHONE: 973-642-4777
FAX: 973-645-0457
E-mail: info@njhitec.org
www.njhitec.org**

MEDICAID PROVIDER PROGRAM

NJ-HITEC PARTICIPATION AGREEMENT FOR MEDICAID PROVIDERS

The undersigned practice (the "Practice") and participating providers (each, a "Provider", and collectively, "Providers") presently intend to become provider members ("Members") of New Jersey Health Information Technology Regional Extension Center (NJ-HITEC) formed by the New Jersey Institute of Technology (NJIT).

NJ-HITEC is the Regional Extension Center for New Jersey as designated by the Office of the National Coordinator (ONC) within the United States Department of Health and Human Services (US HHS) pursuant to the Health Information Technology for Economic and Clinical Health Act (HITECH Act), enacted as part of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5). NJ-HITEC is organized to provide technical assistance, guidance, resources and information to support the Meaningful Use of Electronic Health Records (EHR), as defined by the Centers for Medicare and Medicaid Services (CMS) at 42 CFR 495.6, among primary care providers with a special focus on those in small practices or serving underserved populations. This agreement extends these services to Medicaid providers/professionals who are eligible to participate in the New Jersey Medicaid EHR Incentive Program, referred to herein as "Medicaid Participating Provider (MPP)". These providers may include Medicaid participating primary care providers (PCP) and provider specialists, who will no longer be able to receive services from NJ-HITEC under the initial grant agreement offered through the Office of the National Coordinator for Health IT (ONC) or the Medicaid Specialist Program. NJ-HITEC's services to Medicaid providers under this agreement will include providers whose primary practice location is in New Jersey, who attest for and receive payments from the New Jersey Medicaid EHR Incentive Program. Membership and services will be made available on a first come, first serve basis at no cost to a specified number of providers listed below in accordance with the provisions of the grant agreement between NJIT/NJ-HITEC and the State of New Jersey, Department of Human Service, Division of Medical Assistance and Health Services (DMAHS).

1. Milestone 1 - 550 Medicaid Participating Providers (MPP) membership documentation
2. Milestone 2 - 550 MPP successfully receiving Year 1 Medicaid EHR Incentive Payment
3. Milestone 3 - 550 MPP successfully receiving Year 2 Medicaid EHR Incentive Payment
4. Milestone 4 - 515 MPP successfully receiving Year 3 Medicaid EHR Incentive Payment
5. Milestone 5 - 515 MPP successfully receiving Year 4 Medicaid EHR Incentive Payment

The Practice and its Providers, working with the assistance of NJ-HITEC, commit to working toward adopting, implementing or upgrading EHR technology certified by ONC, in accordance with the definition of these terms set forth in 42 CFR 495.302 and subsequent CMS guidance. In addition, the Practice and its Providers agree to fully cooperate with NJ-HITEC on efforts to achieve Meaningful Use as specified in 42 CFR 495.6.

The Participation Agreement outlines an initial proposed set of services to benefit the Practice in its efforts to achieve Meaningful Use. (See Attachment A)

The intent of this agreement is to provide the core services, outlined in Attachment A, items 1-8, to the participating provider or providers. In the event that the Practice, Participating Provider or the New Jersey Division of Medical Assistance and Health Services (DMAHS) chooses to terminate its relationship with NJ-HITEC, NJ-HITEC's commitments to the provider, practice or DMAHS will cease. As part of the participation benefits in NJ-HITEC, physicians who need additional assistance beyond that outlined in Attachment A, items 1-8, may access supplemental consulting services at discounted fees from pre-qualified consultants listed on the NJ-HITEC website. Other discounted services, such as billing, group purchasing, etc., will be offered as they become available. Providers will be given a free quote and proposal for any services not covered by this agreement.

MEDICAID PROVIDER PROGRAM

Term and Termination

- a) The term of this Agreement will be for the duration of time for which services are delivered and shall not proceed beyond the specified grant period, October 1, 2014 through September 30, 2018. The agreement can be modified at any time based on mutual agreement of both parties.
- b) NJ-HITEC and its SERVICE VENDORS reserve the right to terminate this Agreement with respect to a Participating Provider if such Participating Provider fails to meet conditions as specified in this Agreement.
- c) A Participating Provider reserves the right to terminate this Agreement, with respect to NJ-HITEC if NJ-HITEC fails to meet the conditions as specified in this Agreement.

Representations

- a) NJ-HITEC services made available through this agreement are for Medicaid Participating Providers, and include any Medicaid provider that will be eligible for and will successfully attest for and receive payments from the New Jersey Medicaid EHR Incentive Program.
- b) Participating Provider agrees to fully cooperate with NJ-HITEC and its SERVICE VENDORS on achieving “adopt, implement, or upgrade” status (as defined at 42 CFR 495.302) as applicable. In addition, Participating Provider agrees to fully cooperate with NJ-HITEC and its SERVICE VENDORS on efforts to achieve Meaningful Use as specified by the Centers for Medicare and Medicaid (CMS) at 42 CFR 495.6.

Miscellaneous

- a) Practice and each Participating Provider covenants and agrees that neither it nor its employees nor its agents will hold themselves out as, nor claim to be, officers or employees of NJ-HITEC, its SERVICE VENDORS or NJIT or of any department, agency or unit thereof, by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of University, NJ-HITEC or its SERVICE VENDORS, including, but not limited to, workers’ compensation coverage, unemployment insurance benefits, social security coverage or employee benefits, retirement or credit.
- b) Practice agrees that it shall defend, indemnify, and hold harmless NJ-HITEC, its SERVICE VENDORS and the University for costs, legal fees, judgments, incidental and consequential damages, penalties or any other monetary claims asserted by any federal, state or local governmental entity or any other third party against NJ-HITEC, its SERVICE PROVIDERS and the University which arises out of or relates to Practice’s or any Participating Provider’s failure to fully, properly or lawfully perform its obligations under this Agreement.
- c) This Agreement and all disputes arising out of this Agreement shall be interpreted and decided in accordance with the laws of the State of New Jersey, without regard to conflict of law rules.

MEDICAID PROVIDER PROGRAM

Accepted and Agreed to Agreement Effective Date - _____

Required fields (*)

NAME OF PRACTICE*: _____

Primary Site Address*: _____

Primary Site City, State and Postal Code*: _____

Primary Site Telephone & FAX Numbers*: _____

Organization NPI ID: _____

Tax ID*: _____

Do you have an existing EHR? Yes No

Name of EHR (if Yes): _____ Installed since: ____/____/____

Size of practice*: # _____ Providers # _____ Support Staff

Estimated # Annual Patient Visits*: _____

Estimated # Unique Patients Seen Annually*: _____

Estimated Percentage of Patients on

Medicaid*: _____

Medicare*: _____

Commercial Insurance*: _____

Uninsured*: _____

Accepted and Agreed to as of Effective Date - _____

The undersigned, as an authorized representative of the Practice named above, hereby executes this Letter of Intent on behalf of the Practice and its Providers designated below.

By: _____

Name:

Title:

The undersigned, as an authorized representative of NJ-HITEC, hereby executes this Letter of Intent on behalf of NJ-HITEC.

By: _____

Name: Balavignesh Thirumalainambi

Title: Meaningful Use Director

Office Manager/Primary Contact

Name: _____

Phone: _____

Email: _____

PHONE: # (973)642.4777

FAX: # (973)645.0457 4

Version Date: 1/14/2016

MEDICAID PROVIDER PROGRAM

ATTACHMENT A

NJ-HITEC SERVICES

1. Education – NJ-HITEC will share knowledge about the effective strategies and practices to select, implement, and meaningfully use certified EHR technology to improve quality and value of healthcare. NJ-HITEC will provide materials and hold training events and programs for Participating Providers and their support staff. This education shall be at dedicated training sites throughout the state of New Jersey and through web based tools on the NJ-HITEC website and portal.
2. Vendor Selection & Group Purchasing of EHR and related IT services – while remaining vendor neutral, NJ-HITEC will assist Participating Providers in assessing their health informational technology (“Health IT”) needs and offering consultative services in choosing an ONC Approved Vendor for EHR software, network infrastructure, and IT services.
3. Implementation and Project Management – NJ-HITEC will provide project management support for the EHR implementation process and may include individualized coaching, consultation, troubleshooting, and other activities to assist Participating Providers in assessing and enhancing their organizational readiness for Health IT, assess and remediate gaps in their IT infrastructure, configure the software to meet practice needs, ensure adequate software training for all staff, and track and adhere to implementation timelines in trying to achieve Meaningful Use. The services included in “implementation and project management” provided pursuant to this Participation Agreement are limited to those services that are normally and regularly included in assisting a provider move from “go-live” status to being a “meaningful user” of electronic health records as defined by ONC. Services beyond this scope will be billed to the Provider at the discounted rate for NJ-HITEC members.

MEDICAID PROVIDER PROGRAM

4. Practice and Workflow Redesign – NJ-HITEC will provide support for Practice and will conduct workflow redesign necessary to achieve Meaningful Use. NJ-HITEC will work with Participating Providers and their Approved Vendor to implement and troubleshoot the use of the EHR systems for the consistent documentation of essential clinical information in structured formats by instituting electronic administrative transactions, electronic prescribing, electronic laboratory ordering and results, sharing key clinical data across practice settings, providing patient access to their health information, public health reporting, and policies and practices that protect the privacy and security of Protected Health Information (“PHI”).
5. Functional Interoperability and Health Information Exchange – NJ-HITEC will assist Participating Providers in connecting to available health information exchange (“HIE”) infrastructure(s), including local health information exchange organizations and state-based shared utilities or directory services in compliance with applicable statutory and regulatory requirements, patient preferences, and the State Plans for HIE developed and HHS-approved under cooperative agreements issued by the US HHS Office of the National Coordinator for Health Information Technology (“ONC”).
6. Privacy and Security Best Practices – NJ-HITEC will support Participating Providers in implementing best practices with respect to the privacy and security of PHI that are compliant with relevant laws, rules, and regulations, including: implementation and maintenance of physical and network security, access controls, disaster recovery, encryption and storage of backup media, human resources training and policies; and identification of state laws and regulatory requirements that impact privacy and security policies for electronic interoperable HIE.
7. Progress towards Meaningful Use – NJ-HITEC will assist Participating Providers by reviewing the utilization of the EHRs within their Practices, and providing appropriate feedback and support to improve low utilization of features essential for Meaningful Use. NJ-HITEC will work with Participating Providers in trying to understand and implement technology and process changes needed to attain Meaningful Use.

MEDICAID PROVIDER PROGRAM

8. Consumer Protections – NJ-HITEC will provide all Practices with alternative dispute resolution with their EHR vendor should an issue or problem arise during implementation or training.

9. Other Services – NJ-HITEC will provide other services as agreed by the parties at signing.



MEDICAID PROVIDER PROGRAM

Attachment C

HIPAA BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is effective as of _____ (the "Effective Date"), by and between New Jersey Health Information Technology Regional Extension Center, with offices located in Newark, New Jersey (hereinafter referred to as "Business Associate.") and _____ located at _____ (hereinafter referred to as "Covered Entity"). This Agreement is between the parties NJ-HITEC and _____ dated _____.

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and security of PHI received by or disclosed to Business Associate in compliance with the HITECH Act of American Recovery and Reinvestment Act of 2009 and regulations issued under this Act (together the "Omnibus Rule") and the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") and the Standards for the Security of Electronic Protected Health Information (the "Security Standards") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

WHEREAS, Covered Entity and Business Associate agree that this Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associate from or on behalf of Covered Entity, will be handled between Business Associate and Covered Entity and with third parties during the term and after its termination.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in the Agreement and below, the parties hereby agree as follows:

1. Definitions.

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

"Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party of this agreement, shall mean [Insert Name of Business Associate].

"Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party of this agreement, shall mean [Insert Name of Covered Entity].

"Electronic Protected Health Information" or "EPHI" at 45 C.F.R. § 160.103 means individually identifiable health information transmitted by Electronic Media or maintained in Electronic Media.

"Electronic Media" at 45 C.F.R. § 160.103 means (1) electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as a magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

MEDICAID PROVIDER PROGRAM

“HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

“Individually Identifiable Health Information” at 45 C.F.R. § 160.103 means information, including demographic information, collected from an individual and (i) is created or received by a healthcare provider, health plan, employer or healthcare clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present or future payment for the provision of healthcare to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

2. Use and Disclosure of PHI. Business Associate may use and disclose PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity only as permitted or required by law. To the extent that the Business Associate is to carry out one or more of the Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s). Business Associate shall not, and shall ensure that its directors, officers, employees, contractors, and agents do not use or disclose PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in any manner that would constitute a violation of the Privacy Standards if used in such manner by Covered Entity, except as otherwise limited in this Agreement.

Business Associate may only use or disclose protected health information it receives or is provided from the Covered Entity necessary to perform the services set forth in the attached Participation Agreement.

Business Associate may disclose PHI for the proper management and administration or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law (as defined under 45 C.F.R. § 164.103), or Business Associate obtains reasonable assurances from the person to whom the information is disclosed 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 person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B). Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI unless Business Associate or Covered Entity has obtained a valid HIPAA-compliant authorization from the individual that specifies whether the PHI can be further exchanged for remuneration by Business Associate.

MEDICAID PROVIDER PROGRAM

Business Associate agrees to make uses and disclosures for protected health information subject to the Minimum Necessary requirements in 45 C.F.R. § 164.502(b) and § 164.514.

3. Safeguards. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 CFR part 164, to prevent uses or disclosures of PHI that are not provided for by this Agreement. Business Associate shall maintain a comprehensive written privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.

Specifically, with respect to Electronic Protected Health Information, Business Associate agrees to:

a. Implement or maintain administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information as required by the Security Standards and the Omnibus Rule, including without limitation, 45 C.F.R. §§ 164.308, 164.310, and 164.312;

b. In accordance with 45 CFR § 164.502(e)(1)(ii) and § 164.308(b)(2) ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect such Electronic Protected Health Information as apply to the Business Associate; and

c. Report as soon as possible and in no case later than twenty (20) days to Covered Entity any Security Incident if which it becomes aware, or Beach of unsecured protected health information as required at 45 CFR § 164.410, of which Business Associate becomes aware; *provided however*, that the parties acknowledge and agree that this Section 3(c) constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Protected Health Information.

d. Make PHI available to Covered Entity as it may require to fulfill Covered Entity's obligations to provide Accounting for PHI Disclosures pursuant to the HIPAA Regulations 45 C.F.R. § 164.528, for incorporation in the Covered Entity's PHI files.

4. Policies and Procedures. (a) Business Associate agrees to implement reasonable and appropriate policies and procedures to comply with the Security Standards and as required by Subpart C of 45 CFR Part 164. Business Associate also agrees to maintain such policies and procedures in written or electronic form, and will document and retain such documentation regarding all actions, activities and assessments required under the Security Standards consistent with 45 C.F.R. § 164.316(b).

(b) Business Associate agrees to implement reasonable and appropriate policies and procedures to comply with the Privacy Standards as required. Business Associate also agrees to maintain such policies and procedures in written or electronic form, and will document and retain such documentation regarding all actions, and activities and assessments required under the Privacy Standards requirements consistent with 45 C.F.R. § 164.530.

(c) Business Associate agrees to implement reasonable and appropriate policies and procedures to comply with the Breach Standards. Business Associate also agrees to maintain such policies and procedures in written or electronic form, and will document and retain such documentation regarding all actions, and activities required under the Breach Standards requirements consistent with 45 C.F.R. § 164.530(d)(1), (e)(1), (h)(1) and (i)(1).

MEDICAID PROVIDER PROGRAM

5. **Training.** Business Associate agrees that all members of Business Associate's workforce who will use or disclose Covered Entity's PHI will: (a) be trained (in accordance with 45 C.F.R. § 164.308(a)(5) and 45 C.F.R. § 164.530(b)) concerning Business Associate's HIPAA Privacy and Security policies and practices and compliance with the Privacy and Security Standards and the Breach Standards; and (b) agree in writing to abide by such policies and practices.

6. **Mitigation.** 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.

7. **Reporting of Disclosures of PHI.** Business Associate shall report to Covered Entity within twenty (20) days any Security Incident, Breach or use or disclosure of PHI in violation of this Agreement of which it becomes aware. A Breach/Security Incident will be considered "discovered" as of the first day on which such Breach/Incident is known to Business Associate (including any person, other than the individual committing the Breach/Incident, that is an employee, officer, or other agent of Business Associate), or should reasonably have been known to Business Associate to have occurred. Business Associate's initial reports to Covered Entity regarding Breaches/Security Incidents shall include the identification of each Individual whose unsecured PHI (as defined under the HIPAA Standards) has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach/Incident, as well as the type of PHI accessed, acquired or disclosed. Business Associate shall take prompt corrective action to cure and mitigate any deficiencies and will take any action pertaining to such Breach/Security Incident required by applicable federal and state laws and regulations.

Business Associate will provide a written report to Covered Entity within thirty (30) days of the discovery of any use or disclosure of Covered Entity's PHI not permitted by this Agreement and the Privacy Standards, and such report shall describe in detail: (i) the actions taken by Business Associate to mitigate any harmful effect of the unauthorized use or disclosures and (ii) what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure. To the extent Business Associate coordinates and assists Covered Entity in providing notice of the Breach/Security Incident to Individuals, Business Associate agrees to do so in accordance with the Breach Standards including without limitation regarding timeliness, content and recipients of such notice.

8. **Agreements with Third Parties.** Business Associate agrees to require any agent or subcontractor to whom it provides PHI to agree in writing to be bound by the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect the EPHI. Business Associate shall disclose to such subcontractors or agents only the minimum PHI necessary (as defined under the HIPAA Security and Privacy Standards, and the Breach Standards) to perform or fulfill a specific function required or permitted under the this Agreement.

9. **Availability of Books and Records.** Business Associate hereby agrees to make its internal policies, procedures, practices, books, records and agreements relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the Department of Health and Human Services (the "Secretary") for purposes of determining Covered Entity's compliance with the HIPAA Rules.

10. **Return of PHI upon Termination.** Upon termination of this Agreement or, Business Associate shall return all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity and which Business Associate still maintains in any form. Prior

MEDICAID PROVIDER PROGRAM

to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. Business Associate shall not retain any copies of such PHI.

If it is not feasible to return such PHI, Business Associate agrees to extend any and all protections, limitations, and restrictions in this Agreement to the Business Associate's use and disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and disclosures to the purpose or purposes that make the return of PHI infeasible.

If it is not feasible for Business Associate to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must require the subcontractor and/or agent to agree in writing to extend any and all protections, limitations, and restrictions in this Agreement to the subcontractors' and/or agents' use and disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and disclosures to the purposes that make the return of the PHI infeasible.

11. Termination. Covered Entity may immediately terminate the Agreement and any related agreements if Covered Entity determines that Business Associate has breached a material term of this Agreement. Alternatively, Covered Entity may (i) provide Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford Business Associate an opportunity to cure said alleged material breach to Covered Entity's satisfaction within the stated time period.

Failure to cure the alleged material breach to Covered Entity's satisfaction within such time period is grounds for immediate termination of this Agreement; provided, however, that in the event that Covered Entity determines that termination of the Agreement is not feasible, Business Associate hereby acknowledges that Covered Entity shall have the right to report the material breach to the Secretary, notwithstanding any other provision of the Agreement or this to the contrary.

Either party may terminate the Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation, that the other party has violated any standard or requirement of HIPAA, state regulations or other security or privacy laws, is made in any administrative or civil proceeding in which the party has been joined.

To the extent that Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Addendum, Business Associate will take reasonable steps to assist Covered Entity in curing the breach or ending the violation, and if such steps are unsuccessful, Business Associate may terminate this Agreement, if feasible. If termination is not feasible, Business Associate may report the activity or practice to the Secretary.

Upon termination of this Agreement for any reason, Business Associate, with respect to the protected health information received from the Covered Entity, or created, maintained, or received by the Business Associate on behalf of the Covered Entity shall retain only that protected health information which is necessary for Business associate to continue its proper management and administration or to carry out its legal responsibilities.

12. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

MEDICAID PROVIDER PROGRAM

13. **Covered Entity's Obligations.** Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity 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 use or disclosure of PHI. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

14. **Regulatory References.** A reference in this Agreement to a section in the Privacy, Security, Breach Notification and Enforcement Standards means the section as in effect or as amended from time to time.

15. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement, available to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon claimed violations of HIPAA, the HIPAA Rules or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

16. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, state law, HIPAA Rules, or other security or privacy laws will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

17. **Certification.** To the extent that Covered Entity determines that a suspected violation may have occurred, Covered Entity may require Business Associate to evaluate its security and privacy measures and certify in writing that Business Associate's security safeguards and privacy measures comply with HIPAA, the HIPAA Rules, this Agreement and/or other security or privacy laws.

18. **Amendment.** No changes, amendments, or alterations of this Agreement shall be effective unless signed by duly authorized representatives of both parties, except as expressly provided herein. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy Rule or Security Standards, the Breach Rule, or other applicable law.

MEDICAID PROVIDER PROGRAM

The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Rules.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

Required fields (*)

COVERED ENTITY

Signature *: _____

Title *: _____

Print Name of the Organization *: _____

Date: _____

BUSINESS ASSOCIATE

Signature *: _____

Title *: Meaningful Use Director

Print Name* Balavignesh Thirumalainambi

New Jersey's Regional Extension Center
New Jersey Health Information Technology Extension Center (NJ-HITEC)
New Jersey Institute of Technology – (NJIT)
New Jersey Innovations Institute
211 Warren Street,
Newark, New Jersey 07103

MEDICAID PROVIDER PROGRAM

Providers at Primary Site: (If the practice is rendering service on more than one location please list the providers main practice site and address).

Name: _____
Site/Address: _____

Name: _____
Site/Address: _____

Provider Credentials: _____
Specialty: _____
NPI #: _____
Medical License #: _____
NJMMIS # : _____
Email: _____

Provider Credentials: _____
Specialty: _____
NPI #: _____
Medical License #: _____
NJMMIS # : _____
Email: _____

Name: _____
Site/Address: _____

Name: _____
Site/Address: _____

Provider Credentials: _____
Specialty: _____
NPI #: _____
Medical License #: _____
NJMMIS # : _____
Email: _____

Provider Credentials: _____
Specialty: _____
NPI #: _____
Medical License #: _____
NJMMIS # : _____
Email: _____

Name: _____
Site/Address: _____

Name: _____
Site/Address: _____

Provider Credentials: _____
Specialty: _____
NPI #: _____
Medical License #: _____
NJMMIS # : _____
Email: _____

Provider Credentials: _____
Specialty: _____
NPI #: _____
Medical License #: _____
NJMMIS # : _____
Email: _____

Name: _____
Site/Address: _____

Name: _____
Site/Address: _____

Provider Credentials: _____
Specialty: _____
NPI #: _____
Medical License #: _____
NJMMIS # : _____
Email: _____

Provider Credentials: _____
Specialty: _____
NPI #: _____
Medical License #: _____
NJMMIS # : _____
Email: _____

PHONE: # (973)642.4777

FAX: # (973)645.0457