



Business Associate Agreement Addendum  
American Recovery & Reinvestment Act

This Business Associate Agreement Addendum (“Addendum”) is an amendment to the Business Associate Agreement entered into by and between \_\_\_\_\_ (“Covered Entity”), an organization with its principal place of business at \_\_\_\_\_ and Otto Bock HealthCare, LP (“Business Associate”), with its principal place of business in Plymouth, MN and is effective as of \_\_\_\_ day of \_\_\_\_\_, 201\_\_ (“Effective Date”).

WHEREAS, \_\_\_\_\_ is a Covered Entity as defined in the regulation promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and

WHEREAS, Covered Entity may disclose or make available to Business Associate and Business Associate may use, disclose, receive, transmit, maintain or create from or on behalf of Covered Entity, certain information in order to provide the services or perform the function for which Covered Entity has retained Business Associate; and

WHEREAS the purpose of this Addendum is to satisfy the obligations of Covered Entity under HIPAA and to set forth the terms and conditions required to comply with the provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”);

NOW, THEREFORE, the Parties agree as follows:

This Agreement Addendum shall commence on the Effective Date and the obligations herein shall continue in effect so long as the Business Associate uses, discloses, creates or otherwise possesses any Protected Health Information (“PHI”) created or received on behalf of Covered Entity is destroyed or returned to Covered Entity pursuant to Paragraph 7 of the original Business Associate Agreement.

**1. Obligations and Activities of Business Associate**

- a. Business Associate acknowledges Business Associate is required by law to comply with the HIPAA Security Rule (45 CFR 164.302 through 164.318) and the use and disclosure provisions of the HIPAA Privacy Rule (45 CFR 162.502, 162.5040).
- b. Business Associate agrees to report to Covered Entity any unauthorized use or disclosure of PHI by Business Associate or its workforce or subcontractors within five (5) business days and the remedial action taken or proposed to be taken with respect to such use or disclosure and account for such disclosure. Business Associate is responsible for any and all costs related to notification of individuals or next of kin (if the individual is deceased) of any security or privacy breach reported by Business Associate to Covered Entity.
- c. In the event of a breach of PHI, Business Associate understands Business Associate is required by law to provide Covered Entity a report including individual name, contact information, nature/cause of breach, PHI breached and the date or period of time during



with the breach occurred. Business Associate understands that such a report must be provided to Covered Entity within five (5) business days from the date of the breach or the date the breach should have been known to have occurred.

This Addendum becomes binding when signed by duly authorized representatives of both Parties.

**COVERED ENTITY**

**OTTO BOCK HEALTHCARE, LP**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date