

Summary of Changes

Business Associate Agreement (Revised 05/24/2022)

Office Ally's Business Associate Agreement is reviewed and revised on a regular basis to adhere to current HIPAA Privacy and Security regulations. Office Ally's Business Associate Agreement is the official BAA to execute in order to utilize Office Ally's services and products.

The revision completed on 05/24/2022 included minor changes, grammatical corrections, rephrasing for clarification, and the more notable changes listed below:

The following subsections were removed from section II.b addressing 45 C.F.R § 164.512(i):

- vi. Treatment, Payment, and Health Care Operations of Other Covered Entities. Business Associate may use and disclose PHI for the treatment, payment, and health care operations of other covered entities, subject to the limitations in 45 CFR § 164.506(c), the Minimum Necessary requirements, where applicable, and other applicable restrictions of federal and state laws and regulations.*
- vii. Public Health. Business Associate may use and disclose PHI for public health purposes in accordance with the requirements of 45 CFR §§ 164.512(b) and 164.514(e) and other applicable restrictions of federal and state laws and regulations.*
- viii. Health Oversight. Business Associate may disclose PHI to a health oversight agency for oversight activities authorized by law in accordance with the requirements of 45 CFR § 164.512(d) and other applicable restrictions of federal and state laws and regulations.*
- ix. Disclosures for Judicial and Administrative Proceedings and for Law Enforcement Purposes. Business Associate may disclose PHI in response to an order of a court or administrative tribunal, court-ordered warrant, subpoena, discovery request, or other lawful process, in accordance with the requirements of 45 CFR § 164.512(a), (e), and (f) and other applicable restrictions of federal and state laws and regulations.*

The following sections were modified, added, renamed or moved:

- **Section II.vi:** Moved section II.x *Limited Data Sets* to II.vi (due to removing sections II.vi-ix)
- **Section II.vii:** Moved section II.xi *Authorization* to II.vii (due to removing sections II.vi-ix)
- **Section II.e:** Changed 'Business Associate to report incident to Covered Entity 'promptly' to 'Business Associate to report incident to Covered Entity without unreasonable delay and in no event more than thirty (30) days following Business Associate's Discovery of the incident'
- **Section II.e:** Removed 'Notification of Breach, or potential Breach, under this Agreement shall be made to Covered Entity as indicated in Section (X)(c) below'
- **Section III.a:** Removed explanation of 45CFR § 164.520
- **Section III.c:** Clarified restriction information to align with 45 CFR § 164.522
- **Section IV.a:** Clarified termination process
- **Section V:** Replaced 'Disclaimer' section and replaced with 'Indemnification and Limitation of Liability' section and information
- **Section IX:** Added new section 'Counterparts'
- **Section X:** Changed section name from 'Miscellaneous' to 'Interpretation' and clarified agreement ambiguities
- **Section XI:** Moved section 'X. Miscellaneous' to 'XI. Miscellaneous' (due to adding new section IX. Counterparts)

CEO Information Change:

- CEO Brian O'Neill removed
- CEO Chris Hart added