Attachment U
T2800 22DPP00666 Provider Cost Reports

State of New Jersey
DEPARTMENT OF HUMAN SERVICES

BUSINESS ASSOCIATE AGREEMENT

between

the New Jersey Department Human Services,
Division of Medical Assistance and Health Services,

And

_____

for Contract # _____

This Business Associate Agreement sets forth the responsibilities of _____, as **Business Associate,** with an address of _____ and the **New Jersey Department of Human Services, Division of Medical Assistance and Health Services (DMAHS)**, as a **Covered Entity**, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted there under by the Secretary of the United States Department of Health and Human Services, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, and the rules and regulations thereunder, with the intent that the Covered Entity and Business Associate shall at all times be in compliance with HIPAA and HITECH and the underlying regulations.

This Business Associate Agreement also sets forth the responsibilities of Business Associate and Covered Entity in relationship to Personally Identifiable Information (PII) and public assistance eligibility information as those terms are defined and regulated by the Patient Protection and Affordable Care Act and any amendment or adjustment to that law, which requires, at present, MARS-E 2.0 and the National Institute of Standards and Technology (NIST) security guidance and standards with regard access to, use of, handling of and disclosure of Medicaid data and related personal information and the proper safeguarding of such, which is required by 45 CFR 155.260. The parties will observe all other state and federal confidentiality laws that apply to personal information obtained in performing work under this Agreement.

Business Associate and Covered entity may each be referred to herein as a “Party” or collectively as the “Parties”.

This Business Associate Agreement is entered into for the purpose of Business Associate providing services on behalf of Covered Entity pursuant to Contract #_____ between Business Associate and Covered Entity (Underlying Contract). This Business Associate Agreement is an amendment to the Underlying Contract and sets forth additional terms that may modify the Underlying Contract. Business Associates’ use and/or disclosure of PHI under this Agreement is limited to the services provided by Business Associate for Covered Entity pursuant to the Underlying Contract.

In consideration for the respective benefits, rights and obligations described above, and for access to the PHI held by Covered Entity, the Parties agree to be bound by the terms of this Agreement.

A. Definitions:

Unless otherwise provided for in this Agreement, terms used in this Agreement shall have the same meaning as set for the in HIPAA, HITECH, and the underlying regulations, including but not limited to the following: Breach, Confidentiality, Data Aggregation, Designated Record Set, Health Care Operations, Individual, Integrity, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, and Use. If no meaning is specified for a particular term, its plain meaning shall apply. Specific definitions are as follows:

a. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164, Subparts A and E.

b. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR parts 160, 162 and 164.

c. “Protected Health Information (PHI)” shall mean individually identifiable health information that is transmitted or maintained by electronic media or transmitted or maintained in any other form or medium as defined at 45 CFR 160.103 and for purposes of this Agreement, includes Personally Identifiable Information (PII).

B. Obligations and Activities of Business Associate

1. Business Associate acknowledges the requirements of 42 U.S.C. 17931 et seq., and Subpart C of 45 CFR Part 164 shall apply to a Business Associate in the same manner that such sections apply to the Covered Entity. The additional requirements of 42 U.S.C. 17931 that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. Business Associate further acknowledges that if Business Associate violates any security provision specified in the previous sentence, 42 U.S.C. 1320d-5 and 1320d-6 shall apply to the Business Associate with respect to such violation in the same manner such sections apply to a covered entity that violates such security provision.

2. Business Associate may use PHI for functions, activities, or services performed for or on behalf of Covered Entity pursuant to the Underlying Contract between Covered Entity and Business Associate provided that such use would not violate this Agreement, the HIPAA regulations, the Privacy Rule, or Notice of Privacy Practices. In the event that this Agreement conflicts with any other written agreement related to the Underlying Contract, this Agreement shall control. Business Associate's access to and use of the PHI is limited to the provision of services by the Business Associate for the Covered Entity set forth in the Underlying Contract.

3. Business Associate may further disclose PHI to a Subcontractor for the proper management and administration of Business Associate and in compliance with the requirements of 45 C.F.R. 164.502(e) and 45 C.F.R. 164.504(e), provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate executes an additional business associate agreement as Required by Law and for the purpose for which PHI is to be disclosed to the Subcontractor, and the Subcontractor notifies Business Associate of any instances of which it is aware that PHI has been disclosed. Business Associate is not in compliance with the

standards in § 164.502(e) if the Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a Breach or violation by the Subcontractor, unless Business Associate takes reasonable steps to cure the Breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract. In the event that this Agreement conflicts with any other agreement relating to the access or use of PHI, this Agreement shall control. Business Associate's Subcontractor business associate shall comply with all of the terms in this agreement that apply to Business Associate.

4. Business Associate agrees to comply with the requirements of HIPAA, HITECH, and regulations at 45 C.F.R. 160, 162 and 164, including implementing appropriate safeguards and compliance with 45 C.F.R. 164.302 et seq., as amended, and agrees to implement and use appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of PHI and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information 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. Business Associate agrees to require the same of any Subcontractor business associate handling PHI.

5. Business Associate agrees to comply with State and federal statutes, regulations and guidance restricting the use and disclosure of confidential data, and shall protect the confidentiality of such data and prevent unauthorized access to it consistent with the following laws and security compliance guidance, to the extent applicable:
    a. 26 USC 6013 regarding the safeguarding and disclosure of federal tax information.
    b. The Medicaid Act at 42 USC 1396a et seq.; 42 CFR 430 et seq.; in particular 42 USC 1396a(a)(7) and 42 CFR 431.300 et seq.
    c. The State Children's Health Insurance program at 42 USC 1397aa et seq., and its rules at 42 CFR 457, especially 42 CFR 457.1110.
    d. The Health Insurance Portability and Accountability Act (HIPAA) codified at 42 USC 300gg et seq., 29 USC 1811 et seq., and 42 USC 1320d; regulations at 45 CFR 160, 162 and 164.
    e. 42 USC 2 et seq. regarding substance use disorder confidentiality.
    f. The Patient Protection and Affordable Care Act at security rule 45 CFR 155.260 requiring, currently, MARS-E 2.0 and the National Institute of Standards and Technology (NIST) security compliance.
    g. NJSA 9:6-8.10a confidentiality of records of child abuse reports.
    h. NJSA 10:5-47 confidentiality of genetic information, including resulting hereditary disorders as set forth in NJSA 26:5B-1 et seq.
    i. NJSA 26:4-41 confidentiality of sexually transmitted disease information.
    j. NJSA 26:5C-6 et seq. regarding HIV and AIDS.
    k. NJSA 30:4-24.3 regarding confidentiality of services received by client in DHS non-corrections institution, and regulations at NJAC 10:41-2.1 and -4.1.
    l. The Medical Assistance and Health Services Act at NJSA 30:4D-1 et seq., and its rules at NJAC 10:49-1.1 et seq. In particular, the Medicaid confidentiality rule at N.J.A.C. 10:49-9.7.
    m. NJSA 44:10-47 regarding confidentiality of Supplemental Nutrition Assistance Program and for Work First New Jersey program information.
    n. NJSA 54:4-2.42 regarding the confidential nature of State tax return information.
    o. NJSA 56:8-161 to 164 regarding customer records and display of social security records.
    p. Center for Internet Security current guidance. See www.cisecurity.org

q. National Institute for Standards and Technology current guidance. See www.csrc.nist.gov
r. Federal Information Security Management Act (FISMA) current guidance. See www.csrc.nist.gov.ISO/IEC 27000 series current standards
s. Organization for the Advancement of Structured Information Security Policies https://www.oasis-open.org/
t. State of New Jersey Office of Information Technology, Information Security Policies, http://www.nj.gov/it/services/policies.shtml and the Executive Branch Statewide Information Security Manual published by the New Jersey Office of Homeland Security and Preparedness https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf .
u. The Open Public Records Act (OPRA), NJSA 47:1A-1.1 et seq.

6. In the event Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party which would require the production of PHI received from, or created for, Covered Entity, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity to afford Covered Entity the opportunity to timely respond to the demand for its PHI as Covered Entity determines appropriate according to its state and federal obligations.

7. Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual Breach within one business day of Business Associate becoming aware of such use, disclosure or suspected or actual Breach, consistent with 45 C.F.R. 164.410. Business Associate further agrees to take prompt corrective action to cure or mitigate harmful effects of any such use, disclosure, or actual or suspected breach by Business Associate or by its Subcontractor in violation of the requirements of this Agreement.

8. Business Associate agrees to ensure that any officer, employee, workforce or Subcontractor to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate acknowledges that the requirements of 45 C.F.R. 164.504(e)(2) through (e)(4) apply to the contract required by 45 C.F.R. 164.502(e)(1)(ii) between Business Associate and a Subcontractor business associate in the same manner as such requirements apply between Covered Entity and Business Associate.

9. Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45 CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).

10. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.

11. Business Associate agrees to make its comprehensive written privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of

the date of such request, or to or to the Secretary of the U.S. Department of Health & Human Services, in a time and manner designated by the Secretary.

12. Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.

13. Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement or any other state or federal security safeguard review. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection but failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

14. Business Associate agrees to report to the Covered Entity within one business day any successful security incidents of which it becomes aware involving Covered Entity's electronic protected health information.

15. In the event of an actual or suspected Breach, Business Associate shall provide Covered Entity with a written report, as soon as possible but not later than five ("5") days after the Breach/suspected Breach became known. The report shall include, to the extent available: a) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach; b) a brief description of what happened, including the date of the Breach and the date of the discovery, if known; c) a description of the types of unsecured PHI involved in the Breach; d) any steps individuals affected by the Breach should take to protect themselves from potential harm resulting from the Breach; and e) a description of what Business Associate is doing to investigate the Breach, mitigate harm to the individual(s), and protect against future breaches**.** In addition, the Business Associate shall, at the request of the Covered Entity, provide Breach notification required by 45 C.F.R. 164.400 et seq. Business Associate will obtain Covered Entity's approval of all notifications prior to the notifications being issued.

16. Data Security Requirements for Storing, Transmitting and Accessing State of New Jersey PHI and PII (Personally Identifiable Information). Business Associate shall conform to state and federal security guidelines and standards which include current standards set forth by the National Institute of Standards and Technology (NIST), Minimum Acceptable Risk Security and Privacy Controls for Exchanges (MARS-E), and State of New Jersey Office of Information Technology, Information Security Policies, http://www.nj.gov/it/services/policies.shtml and the Executive Branch Statewide Information Security Manual published by the New Jersey Office of Homeland Security and Preparedness, and any updates to these standards.

C. Obligations of Covered Entity.

1. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.

2. In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

3. 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.

4. 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 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Covered Entity 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 Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement and effect of breach

1. This Agreement shall be effective as of the date the Agreement is fully executed, and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.

2. Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:

    a. Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify, and if Business Associate does not cure the breach or end the violation, upon such terms and conditions as Covered Entity has specified, Covered Entity may terminate this Agreement and require that Business Associate fully comply with the procedures specified in subsection 3, below.

    b. Require that Business Associate fully comply with the procedures specified in subsection 3., below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible.

3. Return or Destruction of PHI.

    a. Except as provided in paragraph c. of this section, upon termination of the Underlying Contract for any reason, or upon completion of the work for New Jersey required by the

Underlying Contract, whichever is sooner, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Business Associate and its Subcontractors shall retain no copies of PHI.

b. All PHI and related data must be destroyed using technology or a methodology that renders the PHI, or Related Data, unusable, unreadable, or undecipherable. Acceptable methods for destroying PHI or Related Data include: (A) paper, film, or other hard copy media shredded or destroyed in order that PHI or Related Data cannot be read or reconstructed; and (B) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST) and industry standards. This provision shall also apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

c. Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its Subcontractors or agents maintains any PHI in any form, whether paper, electronic, film or other, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.

d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement 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.

E. Indemnification and Release

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys' fees and costs and court costs), and expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or Subcontractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. Except in cases where indemnification is not permitted by law, this indemnification clause shall in no way limit the obligations assumed by the Business Associate under this Agreement, nor shall it be construed to relieve the Business Associate from any liability, nor preclude the Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.

3. Business Associate acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 U.S.C. 1320d-6 and agrees to not seek indemnification from Covered Entity if such are imposed upon the Business Associate.

4. Business Associate acknowledges that Social Security number and Social Security Administration (SSA) records, information or data regarding individuals (records) are confidential and require safeguarding. Failure to safeguard Social Security numbers and other SSA records can subject the Business Associate and its employees to civil and criminal sanctions under Federal and State laws including the Federal Privacy Act at 5 U.S.C. 552a; Social Security Act sections 205 and 1106 (see 42 U.S.C. 405(c)(2)(C)(viii) and 42 U.S.C. 1306, respectively); and N.J.S.A. 56:8-164. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to any Social Security Number or other SSA record will be advised of the confidentiality of the records; the safeguarding requirements to protect the records and prevent unauthorized access, handling, duplication and re-disclosure of the SSA records; and the civil and criminal sanctions for failure to safeguard the SSA records. The Business Associate shall enact and/or maintain safeguards necessary to protect these records and prevent the unauthorized or inadvertent access to, duplication of or disclosure of a Social Security number or other SSA record.

5. Business Associate acknowledges that all Medicaid applicant and beneficiary information is confidential, and 42 C.F.R. 431.300 to 307 restricts the use or disclosure of information concerning applicants and beneficiaries to purposes directly connected with the administration of the program. Purposes directly related to program administration include: (a) Establishing eligibility; (b) Determining the amount of medical assistance; (c) Providing services for beneficiaries; and (d) Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to the administration of the program.

6. Business Associate acknowledges that any record that directly or indirectly identifies an individual as a current or former patient of a drug or alcohol program, as those terms are defined at 42 CFR §2.11 is confidential. Confidentiality applies to such records of deceased patients. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to drug or substance abuse information will be advised of the confidentiality of the records, requirements to protect the records and prevent unauthorized access, handling, duplication and re-disclosure, except as permitted under 42 CFR Part 2.

7. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agents, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.

8. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

F. Miscellaneous

1. Neither the Business Associate nor its agents or subcontractors shall hold any data ownership rights with respect to the Protected Health Information created, used, maintained, or transmitted by the Business Associate for the Covered Entity under this Agreement.

2. A reference in this Agreement to a section in the Privacy Standards, Security Standards, HIPAA or 42 C.F.R. Part 2 means the section as in effect or as amended.

3. The Business Associate and the Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that the Covered Entity can continue to comply with the requirements of the Privacy and Security Rules and case law that interprets the Privacy and Security Rules. All such amendments shall be in writing and signed by both Parties. The Business Associate and the Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the Parties after the effective date of this Agreement.

4. The respective rights and obligations of Business Associate and Covered Entity under Section D, "Term of Business Associate Agreement and effect of breach", above, shall survive the termination of the Underlying Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "Indemnification and Release", and Section B.11 above, regarding internal practices, shall survive the termination of this Agreement.

5. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, the Security Rule, and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.

6. The Covered Entity makes no warranty or representation that compliance by the Business Associate with this Agreement, HIPAA and the HIPAA regulations will be adequate or satisfactory for the Business Associate's own purposes. The Business Associate is solely responsible for all decisions made by the Business Associate regarding the safeguarding of PHI.

7. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.

8. This Agreement constitutes the entire Agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement.

9. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be transferred or assigned by Business Associate without the prior written consent of Covered Entity.

10. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot

be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

11. Except where federal law applies, this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey without regard to principles of conflict of laws

12. Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile numbers listed below:

Business Associate: _____

Facsimile # _____
Phone # _____
e-Mail _____

Covered Entity: 1. Dianna Rosenheim - Privacy Officer
DMAHS/Office of Legal and Regulatory Affairs
7 Quakerbridge Plaza, P.O. Box 712
Trenton, NJ 08625
Facsimile # 609-588-7343

2. Jennifer Langer Jacobs – Assistant Commissioner, DMAHS
7 Quaker Bridge Plaza, P.O. Box 712
Trenton, NJ 08625-0712
Facsimile # 609-588-3583

13. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

14. The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

Covered Entity:

_____
Signature

Jennifer Langer Jacobs
Printed Name

Business Associate:

_____
Signature

_____
Printed Name

Assistant Commissioner *Title*	_____ *Title*
Division of Medical Assistance and Health Services *Agency*	_____ *Company*
_____ *Date:*	_____ *Date:*