Appendix N.

Business Associates Agreement for CTS Software Portal

Insert full transit agency name here, Call Center (Mid-Ohio Mobility Solutions)
and
Foxster Solutions, Inc.
BUSINESS ASSOCIATE AGREEMENT

This Privacy Agreement ("Agreement"), is effective upon signing this Agreement and is entered into by and between ***Insert full transit agency name here.*** ("abbreviated transit agency name") and **Foxster Solutions, Inc.** (the "CTS Software").

1. **Term**. This Agreement shall remain in effect for the duration of this Agreement starting August 1, 2019 and shall apply to all of the Services and/or Supplies delivered by "**CTS Software**" pursuant to this Agreement.

2. **HIPAA Assurances**. In the event "**CTS Software**" creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of by "**abbreviated transit agency name**" as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), "**CTS Software**" shall:

    (a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;

    (b) Not use or further disclose the PHI, except as permitted by law;

    (c) Not use or further disclose the PHI in a manner that had "**abbreviated transit agency name**" done so, would violate the requirements of HIPAA;

    (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

    (e) Comply with each applicable requirement of 45 C.F.R. Part 162 if the "***CTS Software***" Conducts Standard Transactions for or on behalf of the "**abbreviated transit agency name**";

    (f) Report promptly to "**abbreviated transit agency name**" any security incident or other use or disclosure of PHI not provided for by this Agreement of which "***CTS Software***" becomes aware;

    (g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained "***CTS Software***" obligations under this paragraph and agree to the same restrictions and conditions;

    (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;

(i) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and

(j) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

3. **Termination Upon Breach of Provisions**. Notwithstanding any other provision of this Agreement, **"abbreviated transit agency name"** may immediately terminate this Agreement if it determines that *"CTS Software"* has breached any term in this Agreement. Alternatively, **"abbreviated transit agency name"** may give written notice to *"CTS Software"* in the event of a breach and give *"CTS Software"* five (5) business days to cure such breach. **"abbreviated transit agency name"** shall also have the option to immediately stop all further disclosures of PHI to Business Associate if **"abbreviated transit agency name"** reasonably determines that *"CTS Software"* has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, *"CTS Software"* hereby acknowledges that the **"abbreviated transit agency name"** shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

4. **Return or Destruction of Protected Health Information upon Termination**. Upon the termination of this Agreement, unless otherwise directed by **"abbreviated transit agency name", *"CTS Software"*** shall either return or destroy all PHI received from the **"abbreviated transit agency name"** or created or received *"CTS Software"* on behalf of the **"abbreviated transit agency name"** in which *"CTS Software"* maintains in any form. *"CTS Software"* shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that *"CTS Software"* determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, *"CTS Software"* shall provide **"abbreviated transit agency name"** notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for *"CTS Software"* to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as *"CTS Software"* maintains such Protected Health Information.

5. **No Third Party Beneficiaries**. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

6. **De-Identified Data**. Notwithstanding the provisions of this Agreement, *"CTS Software"* and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

7. **Coordination.** Agencies participating in the call center (insert correct name) pilot program agree to coordinate trips through the CTS Software Portal as follows:

(a) Any agency unable to provide a requested trip shall post that trip to the CTS portal (re-phrase?) so that another agency may be able to fulfill the request.

(b)   Any agency that provides a trip for another agency shall agree to do so at the same contract price as the original agency or other mutually agreed to price between two or more agencies.

(c)   Agencies shall not pirate trips.

(d)   Agency agrees to coordinate with call center as needed, to routinely check the portal and amend agency schedules as needed, and to post trips that the Agency is unable to provide.

(e)   Agency(ies) agree to offer rider a guaranteed return trip (round trip guarantee)

(f)   Interagency Transfer Agreement – Agencies working to transfer riders on any legs of their trips agree to their part of the trip prior to pick-up

(g)   Only trips visible in portal are those entered by Agency(ies) using portal

8. **Amendment.** "*CTS Software*" and **"abbreviated transit agency name"** agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

9. **Interpretation**. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits **"abbreviated transit agency name"** to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

10.   **Survival**. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

Insert full transit agency name here

Sign: _____

Name: _____

Title: _____

Date: _____

Mid-Ohio Mobility Solutions

Sign: _____

Name: _____

Title: _____

Date: _____

VENDOR: *Foxster Solutions, Inc. "CTS Software"*

Sign: _____

Name: _____

Title: _____

Date: _____