Business Associate Agreement (BAA)

This Business Associate Agreement (BAA) is entered into as of [Date], by and between **Faulkner County, Arkansas** (hereinafter referred to as the "County"), located at 510 S German Ln, Conway, AR 72034 , and **xxxx** (hereinafter referred to as the "Vendor"), located at xxxx. This agreement governs the terms and conditions under which the Vendor will handle and share data provided by the County in connection with the **FREE-C grant** (15BJA-24-GG-04455-COAP; hereinafter referred to as the "Grant").

RECITALS

WHEREAS, the County is a government entity overseeing and administering the **FREE-C grant**, which involves the collection, storage, and use of certain confidential and protected data;
WHEREAS, the Vendor is providing services related to the Grant that may involve access to or disclosure of protected data that must be kept confidential and safeguarded in accordance with applicable laws and regulations, including the **Health Insurance Portability and Accountability Act (HIPAA)**, **42CFR Part 2**, **Family Educational Rights and Privacy Act (FERPA)**, and other relevant privacy and security laws;
WHEREAS, both parties acknowledge that this BAA is required to ensure that all data shared for the purposes of the Grant is handled in compliance with the law and to prevent unauthorized access, use, or disclosure of such data.

AGREEMENT

1. **Definitions**
    - **Protected Health Information (PHI)**: Any individually identifiable health information transmitted or maintained by the Vendor that the County provides, which is protected under HIPAA or other applicable laws.
    - **Data**: Any confidential information, including but not limited to health information, demographic data, or personal identifiers shared for the purpose of the Grant.
    - **Business Associate**: The Vendor, which performs certain functions or activities on behalf of the County that may involve the use or disclosure of Data.

2. **Obligations of the Vendor**
    - The Vendor agrees to: a. Use Data only as necessary to fulfill its obligations under the Grant and as permitted by this Agreement. b. Not disclose Data to any third

party without prior written consent from the County, unless required by law. c. Implement safeguards to ensure that Data is protected from unauthorized access, use, or disclosure. d. Report to the County any breaches of Data or unauthorized access within [timeframe] from the discovery of such an event. e. Ensure that its employees, agents, and subcontractors are bound by appropriate confidentiality agreements and comply with the terms of this BAA. f. Return or destroy any Data when no longer needed for the purposes of the Grant or upon termination of the Agreement.

3. **Obligations of the County**
    - The County agrees to: a. Provide the Vendor with only the Data necessary for the performance of the Vendor's duties related to the Grant. b. Inform the Vendor of any limitations or requirements imposed by law on the use or disclosure of the Data. c. Cooperate with the Vendor to address any security concerns or breaches of Data.
4. **Data Security**
    - The Vendor shall implement appropriate administrative, physical, and technical safeguards to prevent unauthorized access to or disclosure of Data. The Vendor agrees to maintain the confidentiality and security of Data in compliance with applicable laws, including HIPAA.
5. **Term and Termination**
    - This Agreement shall begin on the Effective Date and continue until terminated by either party upon 60 days written notice.
6. **Indemnification**
    - The Vendor agrees to indemnify, defend, and hold harmless the County from any claims, damages, or legal costs arising from the Vendor's failure to comply with the terms of this Agreement, including any breach of confidentiality or unauthorized use or disclosure of Data.
7. **Amendment**
    - This Agreement may be amended only in writing and executed by both parties.
8. **Miscellaneous**
    - This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.
    - If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9. **Data Requested**

- Treatment plans related to substance use disorder and mental health care
- Appointment attendance records
- Formal diagnosis data
- Medications list
- Case management notes
- Communicable diseases screening data and testing results as applicable

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the date first above written.

Faulkner County, Arkansas

By: _____
Name: Julian Wiggins
Title:
Date:

ARMOR

By: _____
Name: [Authorized Representative]
Title: [Title]
Date: [Date]