

## CONFIDENTIALITY AGREEMENT

DJO, LLC, (“DJO”) is a medical device company specializing in rehabilitation and regeneration products for the non-operative orthopedic and spine markets. Under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), DJO is considered a “Covered Entity” and, as such, complies with the regulations HIPAA sets forth. To assist you in complying with HIPAA, and in consideration of our ongoing relationship, we would like for you to understand how DJO handles protected health information:

DJO will:

- A. Not use or further disclose protected health information except as permitted or required by this Agreement or as required by law.
- B. Use appropriate safeguards to prevent use or disclosure of protected health information other than as permitted by this Agreement.
- C. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.
- D. Report to you any disclosure of your specific protected health information not provided for in this Agreement of which we become aware.
- E. Ensure that our Contractors and Subcontractors (“Agents”) to whom we provide or receive protected health information agree to the restrictions and conditions that apply to DJO with respect to such information.
- F. Make available protected health information in a Designated Record Set to meet HIPAA obligations to provide individual access pursuant to 45 CFR 164.526.
- G. Amend incomplete or inaccurate protected health information and incorporate any amendments in accordance with 45 CFR 164.526.
- H. Make available information regarding disclosure of protected health information by DJO or its Agents, as necessary, to enable us to comply with our obligation to account for uses and disclosures of protected health information in accordance with 45 CFR 164.528.
- I. Make internal policies and procedures relating to the use of protected health information available to the Secretary of the United States of Health and Human Services, for purpose of determining our compliance with our legal obligations.
- J. Upon termination or expiration of this Agreement for any reason, return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. To the extent it is not feasible for us to return or destroy any portion of the PHI, we shall provide you with a statement that we have determined that it is infeasible to return or destroy all or some portion of the PHI in our possession, or in possession of our Agents. We shall extend any and all protections, limitations and restrictions contained in this Agreement to

any PHI retained after the termination of this Agreement until such time as the PHI is returned to you or destroyed.

You will:

Upon termination or expiration of this Agreement for any reason, return all DJO PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. To the extent it is not feasible for you to return or destroy any portion of the PHI, you shall provide us with notification of the conditions that make return or destruction of all or some portion of the PHI in your possession, or in possession of your Agents, infeasible. You shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to us or destroyed.

We both agree that:

- A. You or DJO may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the other Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within fifteen (15) business days after the breaching Party's receipt of written notice of such breach.
- B. Nothing expressed or implied in this contract is intended to, or does, confer upon any other person or entity any rights, remedies, obligations, or liabilities whatsoever.

This Agreement is effective \_\_\_\_\_.

**PROVIDER**

Company: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DJO, LLC**

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

Print Name: Ms. Dale A. Hammer

Title: Director of Coding and Compliance, and Privacy Officer

Date: \_\_\_\_\_