

Business Associate Agreement

_____ is a duly registered domestic corporation authorized to business herein, (hereinafter “Business Associate”) and the South Carolina Heart Center (hereinafter “Customer”) expressly agree and contract as follows:

Whereas, Business Associate has, is, and does perform various services for or on behalf of Customer that may or does in fact contain individually identifiable protected health information as defined by 164.501 of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 through 164 (hereafter HIPAA or DHHS regulations) seeks reasonable assurances from Business Associate that Business Associate will implement and/or maintain reasonable and appropriate administrative, technical, and physical safeguards to ensure the integrity and confidentiality of all protected health information (“PHI”) it receives or possesses from Customer.

Whereas, Business Associate, in order to meet Customer’s HIPAA and DHHS regulatory requirements, agrees to and will provide such reasonable assurance and further asserts that it has or will implement and/or maintain reasonable and appropriate administrative, technical, and physical safeguards to ensure the integrity and confidentiality of all PHI that it receives or possesses from Customer.

Whereas, Business Associate further agrees to and will protect all PHI against reasonably anticipated threats or hazards to the security or integrity of the information and authorized uses or discloses of the information.

NOW, THEREFORE, the parties agree as follows:

1. If and to the extent, and so long as, required by the provisions of 42 U.S.C. 117 et seq. enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated hereunder, but not otherwise, Business Associate does hereby assure Customer that Business Associate will appropriately safeguard protected health information made available to or obtained by Business Associate.
2. In implementation of such assurance and without limited the obligations of Business Associate otherwise set forth in this Agreement or imposed by applicable law, Business Associate hereby agrees to comply with applicable requirements of law relating to protected health information and will respect to any task or other activity that Business Associate performs on behalf of customer, to the extent that Customer would be required to comply with such requirements.
3. The agreement of Business Associate set forth in the two next preceding sentences and the additional provisions relating to permitted and required uses and disclosures thereof that shall be from time to time provided to Business Associate by Customers in accordance with applicable law constitute a contract between Customer and Business Associate establishing the permitted

and required uses and disclosures of such protected health information by Business Associate.

4. In amplification and not in limitation of the provisions of this Agreement, including this Section of this Agreement, Business Associate agrees that Business Associate will:
 - A. Not use or further disclose such information other than as permitted or required by this agreement.
 - B. Not, except as necessary for the proper management and administration of the Business Associate, and for the performance of Business Associate's duties under this Agreement (see appendix A, attached hereto and incorporated by references, for the recitation of such duties), use, reproduced, disclose, or provide to third parties, any confidential documents or information relating to the Customer on patients of the Customer without the written consent or authorization of the Customer or of the Customer's patient(s). If Business Associate uses such information for the purposes set forth above, it will do so only if the disclosure is required by law or if Business Associate obtains reasonable assurances from the person(s) to whom the information is disclosed that the information disclosed will be held confidentially and will be used or further disclosed only as required by law or for the purpose for which Business Associate disclosed it to the person(s). Business Associate shall also ensure that the person(s) to whom Business Associate so discloses information notifies Customer of any instance of breach of confidentiality that such person is aware of.
 - C. Ensure that its personnel, employees, affiliates and agents maintain the confidentiality of patient health information and business information of the Customer.
 - D. Not use or further disclose the information in a manner that would violate the requirements of applicable law, if done by Customer.
 - E. Use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement.
 - F. Report to Customer any use or disclosure of such information not provided for by this Agreement of which Business Associate becomes aware.
 - G. Ensure that any subcontractors or agents to whom Business Associate provided protected health information received from Customer agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
 - H. Make available protected health information in accordance with applicable law.
 - I. Provide individuals who are the subject of protected health information received from Customer their rights as made applicable to business associates of covered entities.

- J. Maintain standard records, pursuant to this Agreement, and provide such records and other necessary to the Customer as may be requested in writing and as permitted by law.
 - K. Make all records kept in a connection with this Agreement subject to review and audit by the Customer upon reasonable notice and written request by the Customer.
 - L. Make Business Associate's internal practices, books, and records relating to the use and disclosure of protected health information received from Customer available to the Secretary of DHHS for purposes of determining Customer's compliance with applicable law and in all events immediately notify Customer upon receipt by Business Associate of any such request and provide Customer copies of any such material.
 - M. Upon termination of this Agreement by either party for any reason, return or destroy all protected health information received from Customer that Business Associate still maintains in any form and all copies thereof, retain no copies of such information and shall remain obligated not to use, disclose, or provide such information to third parties unless and until otherwise required to do so by law.
 - N. Incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
5. Business Associate shall maintain comprehensive general liability insurance throughout the term of this Agreement in minimum limits of \$1,000,000.00 per occurrence or per claim and \$2,000,000.00 in the aggregate.
- A. In the event that Business Associate secures claims insurance coverage, it agrees to purchase an unlimited reporting endorsement upon the cancellation or termination of said coverage.
 - B. Business Associate agrees to provide Customer a certificate of insurance evidencing such coverage before the effective date of this Agreement and any renewals thereof.
 - C. If Business Associate proposes to voluntarily cancel or not renew any existing coverage, change the carrier thereof, change the terms thereof, or reduce the limits of such coverage, Business Associate shall give written notice thereof to Customers, specifying the nature and proposed rate of such proposed cancellation, nonrenewal, change, or reduction is not acceptable to Customer, within thirty (30) days after receipt of notice thereof from Business Associate, Customer may notify Business Associate of the termination of this Agreement effective upon the date of such proposed cancellation, nonrenewal, change, or reduction.
6. Business Associate agrees to indemnify and hold harmless Customer, its Board of Directors, officers, agents, employees, and personnel ("Indemnified Party") from and against any and all claims, demands, suits, losses, causes or action, or liability that the Indemnified Party may sustain as a result of the Business Associate's breach of its duties or the indemnifying party's errors or

omissions within the terms of this Agreement or vicarious liability of the Customer for any act or conduct of the Business Associate adjudged to constitute fraud, misrepresentation, or violation of any law, including violation of any statute or regulation applicable to the conduct of the Business Associate provided pursuant to this Agreement. This indemnification shall include reasonable expenses including attorney's fees incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.

7. Without limiting the rights and remedies of Customer elsewhere set forth in this Agreement or available under applicable law, customer may terminate this Agreement without penalty or recourse to Customer if Customer determines that Business Associate has violated a material term of the provisions of this Section of this Agreement.
8. Business Associate agrees that this Agreement may be amended from time to time by Customer if and to the extent required by the provision of 42U.S.C. Section 1171 et seq. enacted the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.

I

IT IS SO AGREED

By:

Mr./Ms _____

Title: _____

Name of Business Associate: _____

Date: _____

Business Associate _____

Signature and Date

By:

Mr./Ms. _____

Title: _____

Customer Company Name: _____

Date: _____

Customer:.. _____

Signature and Date