

# Services Agreement

## HIPAA Business Associate Agreement

Contractor acknowledges that if it meets the definition of a “business associate,” and Company acknowledges that the Company meets the definition of a “covered entity” set forth in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act (hereinafter, the Health Insurance Portability and Accountability Act and its implementing regulations (including, without limitation, the privacy regulations adopted at 45 C.F.R. Parts 160 and 164 and the code set regulations adopted at 45 C.F.R. Parts 160 and 162), as they may be amended from time to time, collectively referred to as “HIPAA”), and that this Agreement is subject to the requirements for business associate contracts with covered entities which involve the use of individually identifiable health information (“Protected Health Information,” as that term is defined by HIPAA). Contractor acknowledges that the Facilities will be providing Protected Health Information to Contractor in order for Contractor to carry out certain of its obligations under this Agreement. Contractor may use the Protected Health Information only for the purpose of carrying out its obligations under this Agreement and may not utilize or disclose this information for any other purpose. Contractor covenants and agrees that as of the effective date of the applicable HIPAA regulations that it will not use Protected Health Information in any manner that would constitute a violation of HIPAA. In addition, Contractor agrees that as of the effective date of the applicable HIPAA regulations that it will:

- (a) Not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
- (b) Use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for in this Agreement;
- (c) Report to the Company any use or disclosure of Protected Health Information not provided for by this Agreement of which Contractor becomes aware;
- (d) Ensure that any agents, including any subcontractors, to whom Contractor provides Protected Health Information received from (or created or received by Contractor on behalf of) any Company, execute a written agreement in which they agree to the same restrictions and conditions that apply to Contractor with respect to such information;
- (e) Ensure that if Contractor conducts transactions (defined as the transmission of information between two parties to carry out financial or administrative activities related to health care) in whole or in part for on or behalf of any Company, Contractor will comply, and will require any of its subcontractors or agents involved with the conduct of such transactions to comply, with each applicable requirement of 45 C.F.R. Parts 160 and 162 for standard transactions;
- (f) Make available Protected Health Information to individuals seeking access to information about themselves in accordance with 45 C.F.R. § 164.524;

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- (g) Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of 45 C.F.R. § 164.526;
- (h) Make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528;
- (i) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the Company available to the Secretary of the United States Department of Health and Human Services for purposes of determining any Facilities' compliance with 45 C.F.R. Parts 160 and 164; and
- (j) Upon termination of this Agreement, return or destroy all Protected Health Information received from, or created or received by Contractor on behalf of any Company that Contractor still maintains in any form, and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make return or destruction of the information infeasible.

The parties agree that this Agreement shall be deemed to be automatically amended to incorporate any and all amendments to HIPAA by statute, by regulation (or HHS directive, rule, or policy) or by interpretation by any court of competent jurisdiction.

Both parties represents and warrants it has in effect a compliance program that promotes the prevention, detection, and resolution of instances of conduct that do not conform to federal and state laws, and that such compliance program is applicable to the Services. As part of its compliance efforts, both parties will monitor the Services with the same level of frequency and intensity as it monitors other aspects of its operations, but in no event will the frequency of a review of performance of the Services be less than once every twelve months. If Company receives any complaints that the Services are not being performed in compliance with applicable federal and state laws and regulations or, if through Company's internal monitoring of its personnel, Company identifies an area of potential noncompliance, Company will notify Contractor's compliance officer in a timely manner. Contractor will cooperate and assist Company in any investigation that Company may elect to conduct pursuant to Company's compliance program and will work with Company in good faith in the development of a plan to correct deficiencies, if any, and to prevent recurrences.