

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") effective as of the ____ day of _____, 20____ (the "Effective Date") between the Greenville Hospital System ("GHS") and _____ ("Business Associate Corporate Name").

Explanatory Statement

Business Associate provides the following services to GHS: _____ (collectively, the "Services") in accordance with _____ dated _____. Business Associate may receive from, or create or receive on behalf of GHS, Protected Health Information ("PHI") for purposes of providing the Services.

The parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Standard") promulgated in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). GHS has requested Business Associate, and Business Associate has agreed, to enter into this Agreement to establish the terms and conditions governing the use and disclosure of PHI by Business Associate.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, the parties do hereby agree as follows:

1. EXPLANATORY STATEMENT. The above explanatory statement is true and correct and incorporated herein.
2. DEFINITIONS. Unless otherwise defined herein, capitalized terms shall have the meanings established by 45 CFR §§ 160.103 and 164.501.
3. PERMITTED USES AND DISCLOSURES. Provided such use or disclosure by GHS would not violate the Privacy Standard, Business Associate may use or disclose PHI as follows: _____.
4. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE. Business Associate shall comply with the requirements of the Privacy Standard related to PHI. Specifically, Business Associate shall:
 - A. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law (as such term is defined by the Privacy Standard);
 - B. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
 - C. Report to GHS any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;

- D. Ensure that any agent, including a subcontractor, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, GHS agrees in writing to the provisions of this Agreement;
- E. Mitigate, to the extent practicable, the harmful effect of any use or disclosure of PHI not permitted by this Agreement;
- F. Make PHI available in accordance with 45 CFR §164.524;
- G. Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;
- H. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- I. Make Business Associate's internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of, GHS available to the Secretary of the United States Health and Human Services for purposes of determining GHS's compliance with the Privacy Standard;
- J. Upon expiration or termination of this Agreement, return to GHS or destroy all PHI received from, or created or received on behalf of, GHS (including all copies thereof) then in Business Associate's possession or under its control; or, if return or destruction is not feasible, provide GHS with written notice in which Business Associate describes why return or destruction is not feasible and agree in writing to extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible.

5. TERM: TERMINATION.

- A. The term of this Agreement shall commence as of the Effective Date and shall continue until Business Associate returns or destroys all PHI received from, or created or received on behalf of, GHS in accordance with Section 4.J; provided, however, that in the event return or destruction is not feasible Business Associate shall extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible.
- B. GHS may terminate this Agreement immediately in the event of a material breach by Business Associate of any of the covenants or conditions of this Agreement; provided, however, that GHS may (but is not required to) provide Business Associate with an opportunity to cure any such breach by providing Business Associate with written notice identifying the breach and thirty (30) days in which to cure the breach.

C. Termination of this Agreement will result in automatic and simultaneous termination of the arrangement under which Business Associate provides the Services to GHS.

6. INDEMNIFICATION. Business Associate shall indemnify and hold GHS harmless for any claim for damages or injury including, but not limited to, fines and penalties arising out of acts or failures to act of Business Associate or any servant, agent, or employee of Business Associate.

7. AMENDMENT.

A. In the event GHS reasonably determines that compliance with the Privacy Standard requires an amendment to this Agreement, GHS may amend this Agreement by providing not less than thirty (30) days' written notice of such amendment ("GHS Notice"), which amendment shall be effective on the date stated in the GHS Notice unless Business Associate objects in writing to the proposed amendment within the thirty-day period. In the event Business Associate objects, the parties will use good faith efforts to develop a mutually acceptable amendment. If the parties are unable to agree upon an amendment within thirty (30) days of the GHS Notice, GHS may terminate this Agreement immediately.

B. Except as provided in subsection A, this Agreement may not be modified or amended except by the mutual written consent of the parties hereto

8. SURVIVAL. Sections 4 and 6 will survive termination or expiration of this Agreement.

9. MISCELLANEOUS.

A. Cooperation. Business Associate agrees to use good faith efforts to assist GHS to satisfy the requirements of the Privacy Standard.

B. Notices. Any notice required to be given hereunder shall be conclusively presumed to have been adequately given if delivered by hand or sent by first-class, certified mail, return receipt requested, postage prepaid, to the following addresses:

If to GHS:

Greenville Hospital System
701 Grove Road
Greenville, South Carolina 29605

If to Business Associate:

C. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have caused their duly authorized agents to execute this Agreement as of the day and year first above written.

Greenville Hospital System:

_____ ::

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date