

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made by and between SARASOTA COUNTY HEALTH CARE CENTER ("Covered Entity") and Martin Bros. Dist. Co. Inc. ("Business Associate") on the date indicated below to be effective the 26th day of OCTOBER 2023 for purposes of complying with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), as amended by the Health Information Technology for Economic Clinical Health Act, Publ. L. No. 111-5 ("HITECH"), and the implementing regulations promulgated thereunder that are more specifically referred to as the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E (the "Privacy Rule"); Health Insurance Reform: Security Standards; Final Rules at 45 C.F.R. Parts 160 and 164, Subparts A and C (the "Security Rule"); Breach Notification for Unsecured Protected Health Information; Interim Final Rule at 45 C.F.R. Part 164, Subpart D (the "Breach Notification Rule"); and, Administrative Simplification: Enforcement: Interim Final Rule at 45 C.F.R. Part 160 (the "Enforcement Rule") (collectively, and as may be amended from time to time, "HIPAA"). Covered Entity and Business Associate are collectively referred to as the "Parties".

PURPOSE

Covered Entity is a "Covered Entity" for purposes of HIPAA. Business Associate provides services to Covered Entity which may require Business Associate to access, use or disclose PHI. The sole purpose of this Agreement is to satisfy the requirements of HIPAA that Business Associate provide satisfactory written assurances to Covered Entity that it will comply with the applicable requirements of HIPAA.

NOW THEREFORE, In consideration of the mutual covenants, promises and agreements contained herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise defined in this Agreement, including the definitions stated in the Preamble and Recitals, which are incorporated into this Section 1 by reference, capitalized terms have the meanings ascribed to them under HIPAA for purpose of this Agreement:

(a) "Individual" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).

(b) "PHI" shall have the meaning ascribed to "protected health information" in 45 C.F.R. Section 160.103.

fully cooperate with Covered Entity in its investigation of any Breach Event. Business Associate shall notify its Workforce and any agents or subcontractors with access to PHI of Business Associate's obligation to immediately notify Covered Entity of a Breach Event. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Breach Event.

(d) *Subcontractors.* Business Associate will obtain and maintain an agreement with each subcontractor or agent of Business Associate that creates, receives, maintains, transmits or otherwise has access to PHI, which is received from, or received by, Business Associate on behalf of Covered Entity, pursuant to which agreement such subcontractor or agent agrees to be bound by the same restrictions, terms, and conditions that apply to Business Associate pursuant to this Agreement with respect to such PHI.

(e) *Access to Information.* Business Associate shall make PHI maintained by Business Associate or its agents or subcontractors available to Covered Entity within ten (10) business days of a written request by Covered Entity to enable Covered Entity to respond to a request by an Individual for access to PHI pursuant to 45 C.F.R. Section 164.524. In the event any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within three (3) business days. Access to PHI shall be made in electronic format to the extent requested by Covered Entity or Individual in accordance with the HIPAA requirements.

(f) *Availability of PHI for Amendment.* Promptly upon receipt of a request from Covered Entity to amend an Individual's PHI, Business Associate shall either provide such PHI to Covered Entity for amendment or incorporate any such amendments in the PHI as required by 45 C.F.R. Section 164.526 in the possession or under the control of Business Associate, or make such amendments to said PHI that may be directed, in writing, by Covered Entity. In the event any Individual requests an amendment of PHI in accordance with 45 C.F.R. Section 164.526 directly from Business Associate, Business Associate shall forward such request to Covered Entity within three (3) business days.

(g) *Availability of Internal Practices, Books and Records.* Business Associate agrees to make available, at reasonable times, to Covered Entity and Secretary Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity.

(h) *Documentation and Accounting of Disclosures.* Business Associate agrees to document disclosures of PHI made by Business Associate, other than disclosures of the type outlined in 45 C.F.R. Sections 164.528(a)(i) through (ix) (as amended, updated or added to by HIPAA), which are necessary for Covered Entity to provide an accounting of such disclosures to an Individual pursuant to

(f) *Restrictions on Uses and Disclosures.* Covered Entity shall promptly notify Business Associate in writing of any arrangements permitted or required of the Covered Entity, including, but not limited to, restrictions on use and/or disclosure of PHI agreed to by the Covered Entity pursuant to 45 C.F.R. Section 164.522, that may impact the use and/or disclosure of PHI by the Business Associate under this Agreement.

4. Term and Termination

(a) *Term.* This Agreement shall become effective on the Effective Date set forth above and shall terminate upon the termination or expiration of the Services Agreement (or, if earlier, when PHI is no longer needed by Business Associate to perform Services for Covered Entity) and when all PHI provided by either party to the other, or created or received by Business Associate on behalf of Covered Entity is, in accordance with subparagraph (c) of this Section 4, destroyed or returned to Covered Entity or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the terms of this Agreement.

(b) *Termination for Cause*

(i) Where either Party has knowledge of a material breach by the other Party and cure is possible, the non-breaching Party shall provide the breaching Party with an opportunity to cure. Where said breach is not cured within ten (10) days of the breaching Party's receipt of written notice from the non-breaching Party of said breach, the non-breaching Party may terminate this Agreement.

(ii) In the event that either Party has knowledge of a material breach of this Agreement by the other Party and cure is not possible, the non-breaching Party may terminate this Agreement. When neither cure nor termination is feasible, the non-breaching Party may report the violation to the Secretary.

(c) *Effect of Termination.* Upon termination of this Agreement for any reason, the Services Agreement shall automatically terminate only to the extent that the Services Agreement cannot be performed without access to, use of, or disclosure of, PHI, and if feasible, at Covered Entity's direction, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity that Business Associate or its Workforce, subcontractors or agents still maintain in any form, and Business Associate shall certify that it retains no copies of such PHI. If return or destruction of all PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI at no cost to Covered Entity and limit further uses and disclosures of such PHI to those purposes that make the return

(e) *Severability.* In the event any provision of this Agreement violates any applicable statute, regulation or rule of law such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

(f) *Waiver.* A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

(g) *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies or obligations.

(h) *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof and cancels and supersedes any prior business associate agreements between the parties. It is expressly understood and agreed that no verbal representation, promise or condition, whether made before or after signing of this Agreement, shall be binding upon the Parties.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement on behalf of the party and on the date set forth below.

COVERED ENTITY

By: Brent R. Millon
Name: BRENT R. MILLON
Title: ADMINISTRATOR
Date: 10/26/2023

BUSINESS ASSOCIATE

By: Mary E Sell
Name: Mary Sell
Title: Ment Services Manager
Date: 10-17-2023