

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into by and between Sequence Health, LLC. ("Business Associate") and the organization ("Covered Entity") that has registered for the BD REACH™ Program and is effective as of the completion of such registration (the "BAA Effective Date").

RECITALS

WHEREAS, Business Associate is administering certain patient outreach services to help facilitate the scheduling of follow-up visits with Covered Entity by its patients who have an Optional Inferior Cava Filter implant manufactured by Bard Peripheral Vascular, Inc. (the "Underlying Arrangement"), and Covered Entity wishes to disclose certain information to Business Associate in support of the Underlying Arrangement, some of which may constitute Protected Health Information ("PHI") (defined below).

WHEREAS, Covered Entity and Business Associate acknowledge that Business Associate obtains PHI pursuant to the Underlying Arrangement only for the specific and limited purpose of administering the above-mentioned patient outreach services.

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Sequence pursuant to the Underlying Arrangement in compliance with (i) the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191 ("HIPAA"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"); and (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-005 ("ARRA").

WHEREAS, the purpose of this Agreement is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and the Security Rule (as those terms are defined below), and the HITECH Act, including, but not limited to, Title 45, §§ 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R."), and 42 U.S.C. §§ 17931(a) and 17934(a).

NOW, THEREFORE, in consideration of the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions.

Unless otherwise provided in this Agreement, capitalized terms and phrases that are used in this Agreement and defined in the HIPAA Regulations have the same meanings as set forth in the HIPAA Regulations, which definitions are incorporated in this Agreement by reference.

2. Obligations and Activities of the Business Associate.

(a) Uses and Disclosures of Protected Health Information.

The Business Associate agrees to use and disclose Protected Health Information only for the following purposes: (1) as permitted or required to perform the services under the Engagement; (2) as required by law; (3) for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed

to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; (4) To provide data aggregation services relating to the health care operations of the Covered Entity to the extent such services are included in the Engagement; or (5) For its legitimate business operations where information that has been derived from Covered Entity's PHI has been de-identified in accordance with 45 C.F.R. 164.514(a)-(c).

The Business Associate agrees to make Uses and Disclosures of Protected Health Information consistent with minimum necessary requirements under HIPAA including, but not limited to: (1) identification of persons or classes of persons needing access to Protected Health Information to carry out duties and the associated categories of information to which each person or class of persons is permitted to access; (2) implementation of reasonable efforts to limit access of such persons or classes to Protected Health Information to the categories of information identified as necessary; (3) implementation of policies and procedures or criteria designed to limit Protected Health Information disclosed to the information reasonably necessary to accomplish the purpose for which disclosure is sought; and (4) limitation of any requests for information to the amount of information necessary to accomplish the purpose for which the request is made.

Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

- (b) **Safeguards.** The Business Associate will use appropriate administrative, technical, and physical safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent Use or Disclosure of Electronic Protected Health Information other than as provided for by the agreement;
- (c) **Reporting.** The Business Associate will report to Covered Entity, as soon as reasonably practicable, but not later than within fifteen (15) days following the discovery by Business Associate, of any acquisition, access, Use or Disclosure of Protected Health Information not provided for in this Agreement or not permitted under the Regulations, including, but not limited to, any impermissible access, acquisition, Use or Disclosure that is a Breach of Unsecured Protected Health Information, together with any remedial or mitigating action taken or proposed to be taken with respect thereto. Business Associate shall conduct a risk assessment with respect to any impermissible access, acquisition, Use or Disclosure to determine the degree of probability that the Protected Health Information has been compromised. Business Associate shall notify Covered Entity of any such impermissible access, acquisition, Use or Disclosure, including the following information in such notice:
 - i) A brief description of how the impermissible access, acquisition, Use or Disclosure occurred and how and when it was discovered;
 - ii) A description of whether Unsecured Protected Health Information was involved in the impermissible access, acquisition, Use or Disclosure, and the results of Business Associate's risk assessment; and
 - ii) The steps Business Associate is taking to further investigate the impermissible access, acquisition, Use or Disclosure to mitigate losses and to protect against further impermissible access, acquisition, Use or Disclosure.

Business Associate shall cooperate with Covered Entity in mitigating any harmful effects of any such impermissible access, acquisition, Use or Disclosure, and in making any required notification to individuals in the case of a Breach as determined by Covered Entity.

- (d) Indemnification. Subject to the insurance limits set forth in Section 2 (e), Business Associate shall indemnify and hold Covered Entity harmless from and against any and all liabilities, damages and costs, including, without limitation, reasonable attorneys' fees, penalties, breach notification and related reasonable credit monitoring costs, restoration costs, and costs to establish and staff call centers and toll free numbers when required by law, created by or to the extent resulting from a breach of this Business Associate Agreement or Breach of PHI by Business Associate, its employees, agents, officers or Subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the Service Agreement.
- (e) Cyber/Privacy and Security Liability. Throughout the term of this Business Associate Agreement, Business Associate shall maintain cyber/privacy and security liability insurance with coverage limits not less than \$5,000,000 in the aggregate, including but not limited to coverage for (i) restoring lost or damaged data, sending breach notifications to affected individuals, public relations expenses, credit monitoring, ID theft restoration, fines and penalties; and (ii) loss and defense coverage for claims alleging privacy violation and/or security failure. If the coverage is written on a claims-made basis, an extended reporting period (i.e., "tail") must be obtained that provides coverage for claims reported after the termination date of the policy but arising out of acts/omissions committed during the policy period. Such coverage shall be primary and non-contributory and shall be endorsed to name Covered Entity as an additional insured. Annually, the Business Associate shall provide Covered Entity with a certificate of insurance evidencing required coverage hereunder, or copies of such policies, upon request.
- (f) Subcontractors. The Business Associate will only permit subcontractors to create, receive, maintain, or transmit Protected Health Information after the Business Associate has received satisfactory assurances in accordance with 45 C.F.R.164.504(e)(1)(i), that the subcontractor will appropriately safeguard the information. Business Associate will evidence these satisfactory assurances through a written agreement that complies with all requirements of a Business Associate Agreement under the HIPAA Regulations.
- (g) Access. The Business Associate will make Protected Health Information available to Covered Entity within fifteen (15) business days of receiving a request therefor, and as necessary to satisfy Covered Entity's obligations to provide individuals access to their Protected Health Information.
- (h) Amendment. The Business Associate will make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations under the HIPAA Regulations related to amendment of Protected Health Information.
- (i) Accounting. The Business Associate will maintain and make available the information required to provide an accounting of disclosures to the Covered Entity within fifteen (15) business days of a request for such information and as necessary to satisfy Covered Entity's obligations under the HIPAA Regulations related to accounting of disclosures.
- (g) Performance of Obligations. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the HIPAA Regulations, the Business Associate will comply with the requirements of the HIPAA Regulations that apply to the Covered Entity in the performance of such obligation(s).

- (h) Secretary of Health and Human Services. The Business Associate will make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Regulations.

3. Obligations of the Covered Entity.

- (a) Notice of Privacy. Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- (b) Limitations. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose the individual's Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- (c) Restrictions. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under the HIPAA Regulations, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.
- (d) Requests by Covered Entity. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity or other than as specifically described in this Agreement.

4. Term and Termination.

- (a) Term. The term of this Agreement shall be effective as of the BAA Effective Date , and shall continue in effect until all obligations of the parties have been met, including return or destruction of all Protected Health Information in Business Associate's possession (or in the possession of Business Associate's agents and subcontractors), unless sooner terminated as provided herein. It is expressly agreed that the terms and conditions of this Agreement designed to safeguard Protected Health Information shall survive expiration or other termination of the Engagement and shall continue in effect until Business Associate has performed all obligations under this Agreement.
- (b) Termination for Cause. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated any term of this Agreement. Business Associate shall have a reasonable opportunity to cure such violation prior to termination.
- (c) Obligations of Business Associate Upon Termination.
 - i) Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form.
 - ii) Business Associate shall retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities. Business Associate shall continue to use appropriate safeguards, comply with the HIPAA Regulations, and adhere to the terms of this Agreement with respect to Protected Health Information to

prevent Use or Disclosure of the Protected Health Information for as long as Business Associate retains the Protected Health Information.

- (d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

5. Miscellaneous.

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Regulations means the section as in effect or as amended.
- (b) Supervening Law. Upon the enactment of any law or regulation affecting the Use or Disclosure of Protected Health Information, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the requirements of this Agreement shall be automatically modified to reflect the applicable regulatory changes.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Regulations.
- (d) Severability. In case one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not be in any way affected or impaired.
- (e) 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.
- (f) 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.
- (g) Documentation. Business Associate shall maintain the following documentation for a period of six (6) years after the termination of this Agreement: (i) privacy and security policies and procedures in written or electronic form; (ii) any communication required by this Agreement to be in writing; and (iii) for any action, activity, or designation that is required by this Agreement to be documented, a written or electronic record of such action, activity, or designation.
- (h) Audits, Inspections and Enforcement. Within fifteen (15) days of a written request by Covered Entity, Business Associate and its agents and Business Associates shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the Use or Disclosure of Protected Health Information pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement.
- (i) Complete Agreement. This Agreement supersedes all prior business associate agreements and understandings between the parties and may not be modified or terminated orally.

IN WITNESS WHEREOF, the parties hereto have duly executed and/or have otherwise agreed this Agreement as of the BAA Effective Date.

BUSINESS ASSOCIATE:

COVERED ENTITY:

Sequence Health LLC

Organization

By: Craig A. Parker

Agreed Via Click-Through Acceptance

Its: CEO

Signature Certificate

Reference number: WQ2NT-5QAI5-ZA6WJ-S5JUN

Signer

Timestamp

Signature

Craig Parker

Email: craig.parker@guidewaycare.com

Sent: 10 Jul 2024 12:19:43 UTC
Viewed: 10 Jul 2024 13:22:03 UTC
Signed: 10 Jul 2024 13:22:19 UTC



Recipient Verification:

✓ Email verified 10 Jul 2024 13:22:03 UTC

IP address: 12.221.190.242
Location: Birmingham, United States

Document completed by all parties on:
10 Jul 2024 13:22:19 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.

