



HIPAA BUSINESS ASSOCIATE ADDENDUM

[Covered Entity]

and

GE HealthCare

This Business Associate Addendum ("Addendum"), effective on the last signature date below, is entered into by and between GE HealthCare through its affiliates including but not limited to MIM Software Inc., GE Precision Healthcare LLC, GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC, GE Medical Systems Information Technologies, Inc., Datex-Ohmeda, Inc., OEC Medical Systems, Inc., GE HealthCare IITS USA Corp., GE HealthCare Inc., Medi-Physics Inc. and GE HealthCare Bio-Sciences Corp., and Caption Health Inc, (collectively, "GE HealthCare" or "Business Associate"), and **[Covered Entity]** with an address at **[physical address]** on behalf of itself and its subsidiaries listed on Schedule A attached hereto ("Covered Entity") (each a "Party" and collectively the "Parties").

1. BACKGROUND AND PURPOSE.

The Parties have entered into, and may in the future enter into, one or more agreements, that require GE HealthCare to perform a service, function or activity involving the Use or Disclosure of PHI (as defined in Section 2.3) (the "Underlying Contract(s)"), that is subject to the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191 (Aug. 21, 1996), its implementing regulations, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and its implementing regulations (collectively, "HIPAA"). This Addendum shall supplement and/or amend each of the Underlying Contract(s) only with respect to GE HealthCare's receipt, Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow both parties to comply with HIPAA.

2. DEFINITIONS.

2.1 Capitalized terms used but not otherwise defined in this Addendum shall have the same meaning as the meaning ascribed to those terms in HIPAA in effect or as amended.

2.2 "EPHI" means PHI (as defined in Section 2.3) transmitted by or maintained in Electronic Media.

2.3 "PHI" shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103, limited to the information created or received by GE HealthCare from or on behalf of the Covered Entity, including, but not limited to EPHI.

3. OBLIGATIONS OF BUSINESS ASSOCIATE.

To assure that the Covered Entity and GE HealthCare may achieve and maintain compliance with the requirements of HIPAA, GE HealthCare agrees to:

3.1 Not Use or Disclose PHI other than as permitted or required by this Addendum, the Underlying Contract(s) or as Required By Law, and not Use or Disclose PHI in any manner that would violate the requirements of Subpart E of 45 C.F.R. Part 164, if done by the Covered Entity; provided GE HealthCare may:

3.1.1 Subject to the terms of this Addendum, Use and Disclose PHI as permitted or required under the Underlying Contract(s) and perform its obligations as set forth in the Underlying Contract(s);

3.1.2 Use PHI for the proper management and administration of GE HealthCare or to carry out its legal responsibilities;

3.1.3 Disclose PHI for the proper management and administration of GE HealthCare or to carry out its legal responsibilities, if such Disclosure is Required By Law, or if GE HealthCare obtains reasonable assurances from the person to whom the information is disclosed that the person will keep the PHI confidential, Use or further Disclose the PHI only as Required By Law or for the purposes for which it was Disclosed to the person, and notify GE HealthCare of any instances of which the person is aware in which the confidentiality of the PHI has been breached;

3.1.4 Use PHI to provide data aggregation services relating to the health care operations of Covered Entity; and

3.1.5 Use PHI to create de-identified information consistent with the standards set forth at 45 C.F.R. § 164.514.

3.2 Make Uses and Disclosures of, and requests for, the minimum necessary PHI to perform its obligations under the Underlying Contract(s).

3.3 Use appropriate safeguards and comply, where applicable, with Subpart C of 45 C.F.R. Part 164 with respect to EPHI, to prevent Use or Disclosure of PHI, except as provided for by this Addendum;

3.4 Use reasonable and appropriate administrative, physical and technical safeguards to protect the Confidentiality, Integrity and Availability of EPHI that it receives, maintains, creates, or transmits to or on behalf of the Covered Entity;

3.5 If GE HealthCare becomes aware of a Use or Disclosure of PHI not provided for by this Addendum, including Breaches of Unsecured PHI, report any such Use or Disclosure to the Covered Entity in accordance with this Addendum;

3.6 With the exception of law enforcement delays that satisfy the requirements under 45 C.F.R. § 164.412 or as otherwise required by applicable State law, following the determination of a Breach of Unsecured PHI, notify the Covered Entity of such Breach in accordance with 45 C.F.R. § 164.410, and exercise commercially reasonable efforts to provide such notice to Covered Entity without unreasonable delay and in no case later than 60 days after discovery of the Breach;

3.7 Report to the Covered Entity any Security Incident of which it becomes aware, orally or in writing, without unreasonable delay;

3.8 Require all of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of GE HealthCare to adhere to the same restrictions and conditions with respect to such PHI that apply to GE HealthCare pursuant to this Addendum;

3.9 Make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by GE HealthCare on behalf of the Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with Subpart E of 45 C.F.R. Part 164;

3.10 Make available to the Covered Entity the PHI in GE HealthCare's possession that is required for the Covered Entity to provide an accounting of Disclosures to an Individual under 45 C.F.R. § 164.528, within a reasonable amount of time of receipt of a written request from the Covered Entity;

3.11 If, and to the extent that GE HealthCare maintains a Designated Record Set of Covered Entity, within fifteen (15) business days of receipt of a written request by the Covered Entity for access to PHI about an Individual contained in the Designated Record Set, make available to the Covered Entity such PHI. If GE HealthCare receives a request for access to PHI directly from an Individual, GE HealthCare shall direct the Individual to contact the Covered Entity directly;

3.12 If, and to the extent that GE HealthCare maintains a Designated Record Set of Covered Entity, within fifteen (15) business days of receipt of a written request from the Covered Entity for the amendment of an Individual's PHI contained in the Designated Record Set, provide the Covered Entity such information to the Covered Entity for amendment and incorporate any such amendments in the PHI (for so long as GE HealthCare maintains such information in the Designated Record Set) as required by 45 C.F.R. § 164.526. If GE HealthCare receives a request for amendment to PHI directly from an Individual, GE HealthCare shall direct the Individual to contact the Covered Entity directly; and

3.13 To the extent GE HealthCare is engaged by the Covered Entity to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, GE HealthCare agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

4. OBLIGATIONS OF COVERED ENTITY.

4.1 Covered Entity agrees to timely notify GE HealthCare, in writing, of any arrangements, or changes in arrangements, between the Covered Entity and the Individual that is the subject of PHI that may impact in any manner the Use and/or Disclosure of that PHI by GE HealthCare under this Addendum.

4.2 Covered Entity shall notify GE HealthCare, in writing, of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s) may affect GE HealthCare's Use or Disclosure of PHI.

4.3 Covered Entity shall not request GE HealthCare to use or disclose PHI in any manner that would not be permissible under HIPAA if done directly by Covered Entity.

4.4 Covered Entity represents that, to the extent Covered Entity provides PHI to GE HealthCare, such PHI is the minimum necessary PHI for GE HealthCare to perform its obligations under the Underlying Contract(s).

4.5 Covered Entity represents that, to the extent Covered Entity provides PHI to GE HealthCare, Covered Entity has obtained the consents, authorizations and/or other forms of legal permission required under HIPAA and other applicable law.

5. TERMINATION.

5.1 Should either Party become aware of a pattern of activity or practice of the other Party that constitutes a material breach of this Addendum, the non-breaching Party shall provide the breaching Party with written notice of such breach in sufficient detail to enable the breaching Party to understand the specific nature of the breach. The non-breaching Party shall be entitled to terminate the Addendum and the Underlying Contract(s) associated with such breach if, after the non-breaching Party provides the notice to the breaching Party, the breaching Party fails to cure the breach within a reasonable time period of not less than thirty (30) days specified by the non-breaching Party in such notice; provided, however, that such time period specified by the non-breaching Party shall be based on the nature of the breach involved.

5.2 Upon termination of the Underlying Contract(s), GE HealthCare shall return to the Covered Entity or destroy, if feasible, any and all PHI received from the Covered Entity or created or received by GE HealthCare on behalf of the Covered Entity pursuant to that Underlying Contract(s) and shall not retain any copies of such PHI. If GE HealthCare reasonably determines that return or destruction of such PHI is not feasible, GE HealthCare shall so notify the Covered Entity and extend the protections of this Addendum to such PHI and limit further Uses and Disclosures to those purposes that make the return or destruction of the PHI infeasible.

5.3 The obligations of GE HealthCare under Section 5 shall survive the termination of this Addendum.

6. MISCELLANEOUS.

6.1 Interpretation. In the event of a conflict between this Addendum and an Underlying Contract, this Addendum shall prevail to the extent necessary to allow the Covered Entity and GE HealthCare to comply with HIPAA. Except as supplemented and/or amended by this Addendum, the terms of an Underlying Contract shall continue unchanged and shall apply with full force and effect to govern the matters addressed in the Underlying Contract.

6.5 No Third Party Beneficiaries. Nothing in this Addendum shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

6.3 Amendment. The Parties mutually agree to enter into good faith negotiations to amend this Addendum from time to time in order for the Covered Entity or GE HealthCare to comply with the requirements of HIPAA, as they may be amended from time to time, and any implementing regulations thereto that may be promulgated or revised from time to time.

6.4 Independent Contractors. None of the provisions of this Addendum are intended to create, nor will be deemed to create, any relationship between the Parties other than that of independent contracting parties with each other solely for the purposes of affecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

Signed for and on behalf of:

GE HealthCare	[Covered Entity]
Full Name: Andrew Nelson	Full Name:
Title: Chief Executive Officer	Title:
Date:	Date:



Schedule A

Covered Entity

Covered Entity: [Full Legal Name]

List of Affiliates and/or Subsidiaries: *If none, write "None."*