ISMIE MUTUAL INSURANCE COMPANY
BUSINESS ASSOCIATE SUBCONTRACTOR AGREEMENT
REVISED 2023

This Business Associate Subcontractor Agreement ("**Business Associate Subcontractor Agreement**") is entered into by and between ISMIE Mutual Insurance Company, and all affiliates and subsidiaries (collectively, "**ISMIE**"), ("**Business Associate**") and _____("**Business Associate Subcontractor**") and is effective as of _____("**Effective Date**").

WHEREAS, the Health Insurance Portability and Accountability Act of 1996, as amended (**"HIPAA"**), sets forth requirements with respect to "business associates," as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 (**"HIPAA Rules"**). A reference in this Business Associate Subcontract Agreement to a section in the HIPAA Rules means the section as in effect or as amended;

WHEREAS, pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the **"HITECH Act"**) and under the American Recovery and Reinvestment Act of 2009 (**"ARRA"**), this Business Associate Subcontractor Agreement also reflects federal breach notification requirements imposed on Business Associate Subcontractor when **"Unsecured Protected Health Information"** (as defined under the **HIPAA Rules** and herein) is acquired by an unauthorized party, and the expanded privacy and security provisions imposed on business associates;

WHEREAS, the functions, activities, and services that the Business Associate Subcontractor performs for ISMIE policyholders (herein after **"Covered Entities"** as defined herein) and for ISMIE are established pursuant to a written agreement or other formal business relationship, the terms of which are incorporated herein by reference ("**Underlying Agreement**") that may involve the receipt, creation, transmission, or maintenance of Protected Health Information (**"PHI**") of Covered Entities; and

WHEREAS, this Business Associate Subcontractor Agreement is intended to ensure that the Business Associate Subcontractor, will establish and implement appropriate safeguards for the PHI that the Business Associate Subcontractor may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that the Business Associate Subcontractor performs for Covered Entities and ISMIE;

WHEREAS, the Business Associate and Business Associate Subcontractor are subject to the Privacy and Security Regulations promulgated by the United States Department of Health and Human Services **("DHHS")** issued pursuant to HIPAA and pursuant to the provisions of the Health Information Technology for Economic and Clinical Health Act of 2009 (**HITECH**), as amended, and the rules and regulations promulgated thereunder when handling PHI on behalf of the Covered Entity; and

WHEREAS, the Business Associate Subcontractor will receive PHI directly from the Covered Entity or from ISMIE, the Business Associate Subcontractor agrees that in each case, it will comply with the terms of this Business Associate Subcontractor Agreement;

WHEREAS, this Business Associate Subcontractor Agreement governs the use and disclosure of all PHI to the Business Associate Subcontractor from ISMIE and the Covered Entity consistent with the laws referenced herein.

I. DEFINITIONS

A. *Breach Notification Rule*. "**Breach Notification Rule**" shall mean the Notification in the Case of Breach of Unsecured Protected Health Information at 45 CFR Part 160 and Part 164, Subpart D.

B. *Business Associate*. "**Business Associate**" means physicians, attorneys, experts, consultants, underwriting professionals, health care professionals, risk management professionals, contracted brokers or agents, insurance professionals, audit professionals, software companies, vendors, and others providing services or exploring business opportunities to ISMIE.

C. Business Associate Subcontractor. "**Business Associate Subcontractor**" means "a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate." 45 C.F.R. 160.202. For purposes of this Agreement, "Business Associate Subcontractor" is the party set forth above, and such term shall be used even if such party performs services as a subcontractor to ISMIE in its role as a Business Associate to ISMIE and the Covered Entity.

D. *Covered Entity*. "**Covered Entity**" means a health care provider who transmits any health information in electronic form in connection with a transaction covered by [45 CFR § 160.103] and who is an ISMIE policyholder.

E. *Electronic Protected Health Information*. "**Electronic Protected Health Information**" shall have the meaning found in the Security Rule. [45 CFR § 160.103.]

F. *HIPAA*. "**HIPAA**" shall mean the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-91), as amended by the HITECH Act, and the implementing regulations promulgated thereunder, including, without limitation, the Privacy Rule, the Security Rule, and the Breach Notification Rule.

G. *HITECH Act*. "**HITECH Act**" shall mean the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, P.L. 111-5).

H. *Individual*. "**Individual**" shall mean a person who is the subject of Protected Health Information and includes a personal representative who under law has authority to make health decisions for another person. [45 CFR § 164.502(g)].

I. *Personal Information*. "**Personal Information**" is a subset of Protected Health Information and means either of the following:

1. An Individual's first name or first initial and last name in combination with any one or more of the following: (a) social security number; (b) driver's license number or state identification card number; (c) account number or credit or debit card number, or an account number or credit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; (d) medical information; (e) health insurance information; or (f) unique biometric data generated from measurements or technical analysis of human body characteristics used by the owner or licensee to authenticate an Individual, such as a fingerprint, retina or iris image, or other unique physical representation or digital representation of biometric data; or

2. User name or email address, in combination with a password or security question and answer that would permit access to an online account.

3. Personal Information as defined by any applicable state or federal law.

J. *Privacy Rule*. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information in conformity with the regulations at 45 CFR Part 160 and Part 164, Subparts A and E means the Privacy Rule, as interpreted under applicable regulations and guidance of general application published by DHHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

K. *Protected Health Information*. "**(PHI)**" shall mean individually identifiable health information that is transmitted or maintained in any form or medium, limited to the information created or received by Business Associate Subcontractor from or on behalf of ISMIE or the Covered Entity. [45 CFR § 160.103].

L. *Required By Law*. "**Required By Law**" shall mean a mandate contained in law that compels use or disclosure of Protected Health Information and that is enforceable in a court of law including but not limited to subpoenas. [45 CFR § 164.103].

M. *Security Incident*. "**Security Incident**" shall have the same meaning as the term "security incident" in 45 CFR § 164.304.

N. *Security Rule*. "**Security Rule**" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

O. *Secretary*. "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his designee.

P. *Unsecured Protected Health Information*. "**Unsecured Protected Health Information**" shall have the same meaning as "unsecured protected health information" in 45 CFR § 164.402.

Q. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules (which include the Privacy, Security, Breach Notification, and

Enforcement Rules at 45 CFR Part 160 and Part 164) regardless of whether the terms are capitalized: Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Subcontractor, and Use.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE SUBCONTRACTOR

A. Business Associate Subcontractor shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law, such as mandated reports to the Illinois Department of Insurance, Illinois Department of Financial and Professional Regulation, National Practitioner Data Bank, or any other regulating entity.

B. Business Associate Subcontractor shall use appropriate safeguards and comply with subpart C of Part 164 of the Security Rule, where applicable, with respect to Electronic Protected Health Information, to prevent unauthorized use or disclosure of Protected Health Information, including following ISMIE electronic communication standards, other than as provided for by this Agreement. Business Associate Subcontractor shall also implement and maintain reasonable security measures to protect Personal Information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

C. Business Associate Subcontractor shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate Subcontractor of a use or disclosure of Protected Health Information by Business Associate Subcontractor in violation of the requirements of this Agreement of which Business Associate Subcontractor becomes aware.

D. *Reporting of Unauthorized Use or Disclosures*.

1. Business Associate Subcontractor shall immediately, and in no event later than 48 hours after discovery, report to ISMIE and Covered Entity in writing any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR § 164.410. In addition, Business Associate Subcontractor shall immediately, and in no event later than 48 hours after discovery of the incident, report to ISMIE and Covered Entity in writing any Security Incident of which it becomes aware.

2. To the extent not reported to ISMIE and Covered Entity pursuant to Section II(D)(1), Business Associate Subcontractor shall immediately and in no event later than 48 hours after discovery, report to ISMIE in writing any breach of the security of system data, including Personal Information. "**Breach of the security of the system data**" means the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Personal Information. Business Associate Subcontractor will reimburse ISMIE for the costs of complying

with any breach notification requirements resulting from a breach caused by Business Associate Subcontractor.

E. *Breach of Unsecured Protected Health Information*.

1. With respect to any improper uses and disclosures of Protected Health Information reported to ISMIE and Covered Entity under Section D above that constitute or may constitute a breach of Unsecured Protected Health Information as defined by the "Breach Notification Rule", Business Associate Subcontractor's report to ISMIE required under Section D shall include: (i) a brief description of the incident, including the date of the incident, the date of the discovery of the incident and identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate Subcontractor to have been, improperly accessed, acquired, used or disclosed, (ii) a description of the types of Unsecured Protected Health Information involved in the incident, (iii) any steps the Individual should take to protect himself or herself from harm resulting from the incident, (iv) a brief description of what Business Associate Subcontractor is doing to investigate the incident, to mitigate the harm to the Individual and to protect against future occurrences; and (v) any other relevant information.

2. Upon providing such report to ISMIE and Covered Entity, Business Associate Subcontractor shall fully cooperate with ISMIE, when requested, to enable ISMIE to conduct a risk assessment and determine whether the incident resulted in a breach of Unsecured PHI or a data breach under applicable state law. If it is determined by ISMIE or the Business Associate Subcontractor that the incident resulted in a breach of Unsecured PHI or a data breach under applicable state law, Business Associate Subcontractor shall fully cooperate with ISMIE and assist ISMIE in taking all actions required for ISMIE to comply with the Breach Notification Rule and any applicable state law. If ISMIE requests in writing that Business Associate Subcontractor send notification letters to the affected Individuals or any other person or entity regarding such incident as required under the Breach Notification Rule or applicable state law, Business Associate Subcontractor shall (i) promptly send such notification letters at Business Associate Subcontractor's sole expense, (ii) comply with the Breach Notification Rule and applicable state law with respect to the timing, content and other requirements pertaining to such letters, and (iii) obtain ISMIE's written approval of such letters prior to sending such letters to the affected Individuals or any other person or entity.

3. Business Associate Subcontractor shall not provide any notification to any person or entity regarding such incident without obtaining prior written consent of ISMIE. Business Associate Subcontractor shall promptly reimburse ISMIE for all documented costs incurred by ISMIE in connection with such incident, including, without limitation, the cost of providing required notifications, legal fees, fees related to credit monitoring services for the affected Individuals, as well as for the amount of any monetary fines or penalties imposed on ISMIE and the Covered Entity by the **DHHS,** any State Attorney General, any other governmental authority or a court of law in connection with such incident. Business Associate

Subcontractor shall maintain documentation of such incident as required by HIPAA and any applicable state law, including all information that will need to be reported to DHHS or other governmental authorities in connection with such incident. The provisions of this Section II(E)(3) shall survive termination of this Agreement for any reason.

F. Business Associate Subcontractor shall ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate Subcontractor agree to the same restrictions and conditions that apply through this Agreement to Business Associate Subcontractor with respect to such information by entering into a written agreement with any agent or subcontractor that complies with 45 CFR § 164.504(e)(2) and further agree to implement reasonable and appropriate safeguards to protect Protected Health Information as set forth in Section II(K) herein.

G. Business Associate Subcontractor shall make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created or received by Business Associate Subcontractor on behalf of ISMIE or Covered Entity available to ISMIE and the Covered Entity or to the Secretary for purposes of determining ISMIE or Business Associate Subcontractor's compliance with HIPAA.

H. To the extent Business Associate Subcontractor maintains a designated record set, within ten (10) calendar days of a written notice, Business Associate Subcontractor shall make available to ISMIE and the Covered Entity Protected Health Information about an Individual in accordance with the requirements of 45 CFR § 164.524. Business Associate Subcontractor shall notify ISMIE and the Covered Entity within five (5) calendar days of receipt of a request for access directly from an Individual.

I. To the extent Business Associate Subcontractor maintains a designated record set, Business Associate Subcontractor shall make available for amendment and incorporate any amendments to Protected Health Information that ISMIE or the Covered Entity directs or agrees to, within ten (10) days of receiving a written notice from ISMIE. [45 CFR § 164.526]. Business Associate Subcontractor shall notify ISMIE and the Covered Entity within five (5) calendar days of receipt of a request for amendment directly from an Individual.

J. Business Associate Subcontractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for ISMIE or the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information. Business Associate Subcontractor shall provide to ISMIE and the Covered Entity upon written notice, information collected in accordance with this Agreement, to permit ISMIE and the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information. [45 CFR § 164.528]. Business Associate Subcontractor shall notify ISMIE and the Covered Entity within five (5) calendar days of receipt of a request for an accounting of disclosures directly from an Individual.

K. Consistent with Section B above, Business Associate Subcontractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of ISMIE or the Covered Entity as required by the Security Rule, and shall require its workforce to comply with subpart C of Part 164. Business Associate Subcontractor will reasonably and appropriately protect against reasonably anticipated threats or hazards to the security or integrity of such information. Business Associate Subcontractor acknowledges that the safeguards include those specified in 45 CFR § 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), and 164.316 (Policies and Procedures and Documentation Requirements). Business Associate Subcontractor will also reasonably and appropriately protect against any reasonably anticipated uses or disclosures that are not permitted or required under the Privacy Rule.

L. Business Associate Subcontractor shall not sell Protected Health Information or use or disclose Protected Health Information for marketing purposes (as "marketing" is defined in 45 CFR § 164.501).

M. When using or disclosing Protected Health Information or when requesting Protected Health Information from ISMIE or the Covered Entity or another Business Associate, Business Associate Subcontractor shall make reasonable efforts to limit Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. [45 CFR § 164.502(b)]

N. Business Associate Subcontractor will comply with an Individual's request for restrictions on the use or disclosure of Protected Health Information to health plans for payment or health care operations purposes when the health care provider has been paid out of pocket in full consistent with 45 CFR § 164.522(a)(1)(vi) and Business Associate Subcontractor has been notified of the request for restriction by ISMIE or the Covered Entity and the disclosure is not Required by Law. Business Associate Subcontractor shall notify ISMIE within five (5) calendar days of receipt of an Individual's request for restriction.

O. Upon the date required for compliance, Business Associate Subcontractor will comply with, to the extent required, the requirements relating to the provision of access to certain Protected Health Information in electronic format under the HITECH Act § 13405(e). Business Associate Subcontractor shall disclose Protected Health Information to ISMIE and the Covered Entity as necessary to satisfy a Covered Entity's obligations with respect to an Individual's request for an electronic copy of Protected Health Information.

P. To the extent Business Associate Subcontractor is to carry out an obligation of a Covered Entity under the Privacy Rule, Business Associate Subcontractor shall comply with the requirements of the Privacy Rule that apply to a Covered Entity in the performance of such obligation.

Q. Business Associate Subcontractor shall make itself, and any subcontractors, employees or agents assisting Business Associate Subcontractor in the performance of its obligations under this Agreement, available to ISMIE and the Covered Entity at no cost to ISMIE or the Covered Entity to testify as witnesses, or to otherwise assist ISMIE and the Covered Entity, in the event of litigation, administrative proceedings or any investigation against ISMIE, the Covered Entity, or their partners, or its directors, officers, agents or employees based upon an actual or alleged violation of HIPAA or any state privacy or data security laws and arising out of or related to this Agreement.

R. Business Associate Subcontractor acknowledges and agrees that breach of this Agreement can cause irreparable harm to ISMIE and the Covered Entity and that damages arising from any breach may be difficult to ascertain and that no adequate legal remedy exists. Accordingly, ISMIE and the Covered Entity, shall be entitled to receive injunctive relief and/or specific performance and damages, as well as any and all legal and equitable remedies to which it may be entitled.

S. Business Associate Subcontractor shall provide timely and appropriate HIPAA training for its workforce members and shall implement appropriate sanctions for violations of HIPAA by its workforce.

T. Business Associate Subcontractor shall at its sole cost obtain and maintain insurance sufficient to cover any expenses and losses that may arise from any unauthorized use or disclosure of Protected Health Information or other breach of this Agreement by Business Associate Subcontractor, it being agreed that the insurance required herein shall in no way limit the liability of Business Associate Subcontractor with respect to its activities in connection with this Agreement.

U. Business Associate Subcontractor shall maintain all documentation as required by 45 CFR § 164.530(j) for at least six (6) years as required by the Privacy Rule.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE SUBCONTRACTOR

A. Except as otherwise limited in this Agreement or required by applicable law, Business Associate Subcontractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, ISMIE or the Covered Entity in order for Business Associate Subcontractor to carry out its obligations under the Underlying Agreement or other written (including electronic) arrangement with ISMIE.

B. Except as otherwise limited in this Agreement, Business Associate Subcontractor may use Protected Health Information for the proper management and administration of the Business Associate Subcontractor or to carry out the legal responsibilities of the Business Associate Subcontractor. Except as otherwise limited in this Agreement, Business Associate Subcontractor may disclose Protected Health Information for the proper management and administration of the Business Associate Subcontractor, provided that disclosures are Required By Law, or Business Associate Subcontractor

obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person promptly notifies the Business Associate Subcontractor of any instances of which it is aware in which the confidentiality of the information has been breached. [45 CFR § 164.504(e)(4)(ii)(B)]; Except as otherwise limited in this Agreement, Business Associate Subcontractor may use Protected Health Information to provide data aggregation services to ISMIE related to the health care operations of a Covered Entity if set forth in the Services Agreement. [45 CFR § 164.504(e)(2)(i)(B)].

IV. TERM AND TERMINATION

A. *Term*. The term ("**Term**") of this Agreement shall be in effect as of the Effective Date and shall terminate on the earlier of the date that:

1. All of the Protected Health Information received from Covered Entity or ISMIE, or created or received by Business Associate Subcontractor on behalf of Covered Entity or ISMIE, is destroyed or returned to Covered Entity or ISMIE. If it is not feasible to return or destroy Protected Health Information, protections are extended in accordance with Section (IV)(C)(2); or

2. ISMIE terminates this Agreement for cause as authorized under Section (IV)(B).

B. *Termination for Cause*. Upon ISMIE's knowledge of a material breach of this Agreement by Business Associate Subcontractor, ISMIE shall either:

1. Provide thirty (30) days written notice to Business Associate Subcontractor with an opportunity to cure the breach or end the violation and terminate this Agreement if Business Associate Subcontractor does not cure the breach or end the violation within such thirty (30) day period;

2. Immediately terminate this Agreement if Business Associate Subcontractor has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, ISMIE may report the violation to the Secretary.

C. *Effect of Termination*.

1. Except as provided in (Section (C)(2), upon termination of this Agreement, for any reason, Business Associate Subcontractor shall return or destroy all Protected Health Information received from ISMIE or the Covered Entity, or created or received by Business Associate Subcontractor on behalf of ISMIE or the Covered Entity, at the direction of ISMIE. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate Subcontractor. Business Associate Subcontractor shall retain no copies of the Protected Health Information, except as required by law. In the event that

Business Associate Subcontractor reasonably determines that returning or destroying the Protected Health Information is not feasible, Business Associate Subcontractor shall provide to ISMIE written notification of the conditions that make return or destruction not feasible.

2. Upon mutual written agreement of the parties that the return or destruction of Protected Health Information is not feasible, Business Associate Subcontractor shall extend the protections of this Agreement to such Protected Health Information such as continuing to use appropriate 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 the Protected Health Information, other than as provided for in this Section C, for as long as Business Associate retains the Protected Health Information, and limit further uses and disclosures of such Protected Health Information to those purposes that make the destruction feasible and to carry out its legal responsibilities, for so long as Business Associate Subcontractor maintains such Protected Health Information.

3. The provisions of this Section IV(C) shall survive termination of this Agreement for any reason.

V. INDEMNIFICATION

Business Associate Subcontractor shall indemnify, defend, and hold harmless ISMIE, Covered Entities, and their officers, directors, employees and agents from and against any and all losses, liabilities, damages, judgments, suits, penalties, fines, claims and demands of any kind, awards, costs and fees, including, without limitation, attorneys' fees, arising out of or related to: (A) any unauthorized use or disclosure of Protected Health Information, including any breach of Unsecured PHI, Security Incident, or breach of the security of the system data; and/or (B) a breach of this Agreement by Business Associate Subcontractor or any subcontractor or agent that creates, receives, maintains or transmits PHI for or on behalf of Business Associate Subcontractor. The provisions of this Section shall survive termination of this Agreement for any reason. Notwithstanding the foregoing, nothing in this section shall limit any rights that ISMIE may have to additional remedies under the Underlying Agreement or under applicable law for any acts or omissions of Business Associate Subcontractor or its agents or Subcontractors.

VI. MISCELLANEOUS

A. *Regulatory References*. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

B. *Amendment*. The parties agree to take such action as is necessary to amend this Agreement to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the Consolidated Appropriations Act, 2021 (CAA-21), the HIPAA Rules, and any other applicable law.

C. *Survival*. The respective rights and obligations of Business Associate under Section III(E), V(C) and VI of this Agreement shall survive the termination of this Agreement.

D. *Interpretation*. This Business Associate Subcontractor Agreement shall be interpreted in the following manner:

1. Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

2. Any inconsistency between the Agreement's provisions and the HIPAA Rules, including all amendments, as interpreted by the DHHS, a court, or another regulatory agency with authority over the Parties.

3. Any provision of this Agreement that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this Agreement.

E. *Notice*. Any notice required to be given to Business Associate Subcontractor shall be made in writing to the last known address of Business Associate Subcontractor. Any notice required to be given to ISMIE shall be made in writing to the addresses set forth below:

ISMIE Mutual Insurance Company
20 North Michigan Avenue, 7th Floor
Chicago, IL 60602
ATTN: HIPAA Privacy and Security Officer
Nicole Scott

F. *Changes in Law*. This Agreement shall automatically incorporate any new or revised provisions in HIPAA which are required to be incorporated into this Agreement, including changes to terms used herein which are defined in HIPAA.

G. *Governing Law.* Except to the extent preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.

H. *Entire Agreement.* This Business Associate Subcontractor Agreement constitutes the entire agreement between the parties related to the subject matter of this Agreement, except to the extent that the Underlying Agreement imposes more stringent requirements related to the use and protection of Protected Health Information upon Business Associate Subcontractor. This Agreement supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This Agreement may not be modified unless done so in writing and signed by a duly authorized representative of both Parties. If any provision of this Agreement, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

I. *Assignment.* This Agreement will be binding on the successors and assigns of the Covered Entity, ISMIE and the Business Associate Subcontractor.

J. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

(1/23)

IN WITNESS WHEREOF, the parties have executed this Agreement.

ISMIE MUTUAL INSURANCE COMPANY	**BUSINESS ASSOCIATE SUBCONTRACTOR**
	Business Name: _____
Signature: 	Signature: _____
Name: Nicole Scott	Name: _____
Title: HIPAA Privacy and Security Officer	Title: _____
	Date: _____