



AGREEMENT TO PROTECT THE PRIVACY AND SECURITY OF HIPAA-PROTECTED INFORMATION

This Agreement to Protect the Privacy and Security of HIPAA-Protected Information ("Agreement") by and between **Meadows Healthcare Alliance, Inc. d/b/a Meadows Health, Meadows Regional Medical Center, Inc. and Southeast Regional Primary Care Corporation, and all affiliates and locations** ("Company") and _____

_____ ("Subcontractor"), is entered into on this _____ day of _____, 20____ ("Effective Date"), for the purposes of complying with the privacy, security, breach notification, and enforcement regulations (collectively the "HIPAA Rules") issued by the United States Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the security provisions of the American Recovery and Reinvestment Act of 2009, also known as the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"). Company and Subcontractor are collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Company is a "Business Associate" as such term is defined under HIPAA and as such is required to comply with the requirements thereof regarding the privacy and security of Protected Health Information (PHI); and

WHEREAS, Subcontractor has entered or may enter into an agreement with Company ("Service Agreement") pursuant to which Subcontractor will render services to, for or on behalf of Company which will or may include functions which involve the creation, receipt, maintenance, disclosure, or transmission of Protected Health Information.

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

I. Definitions.

A. For the purposes of this Agreement, the following capitalized terms shall have the meanings ascribed to them in the HIPAA Rules: Breach, Business Associate, Designated Record Set, Disclosure, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information codified at 45 CFR Part 164, Subparts E.

C. "Protected Health Information" or "PHI", is any information, whether oral or recorded in any form or medium that is created or received by Service Provider, from or on behalf of Company, that identifies an individual or might reasonably be used to identify an individual and relates to: (i) the individual's past,

present or future physical or mental health; (ii) the provision of health care to the individual; (iii) the past, present or future payment for health care.

D. "Security Rule" shall mean the Standards for Protection of Electronic Protected Health Information, codified at 45 CFR Parts 164, Subpart C.

E. "Breach Notification Rule" shall mean "Notification in the Case of Breach of Unsecured Protected Health Information" codified at 45 C.F.R. Part 164, Subpart D.

II. Confidentiality and HIPAA.

The Parties shall comply with all federal and state laws governing the confidentiality and privacy of health information that are applicable to them, respectively, including, without limitation, HIPAA and the HITECH ACT and the HIPAA Rules.

A) Obligations of Subcontractor

i) Use and Disclosure of Protected Health Information

Subcontractor warrants that it, its agents and its subcontractors: (a) shall use or disclose PHI only in connection with fulfilling its duties and obligations under this Agreement and the Service Agreement; (b) shall not use or disclose PHI other than as permitted or required by this Agreement or Required by Law; and (c) shall not use or disclose PHI in any manner that violates applicable federal and state laws or would violate such laws if used or disclosed in such manner by Company.

Subject to the restrictions set forth in the previous paragraph and throughout this Agreement, Subcontractor may use the information received from Company if necessary for: the proper management and administration of Subcontractor; or to carry out the legal responsibilities of Service Provider provided that (a) the disclosure is Required by Law or (b)(1) the subcontractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (2) the person notifies the Subcontractor of any instances of which it is aware in which the confidentiality of the information has been breached.

Subcontractor acknowledges that, as between Subcontractor and Company, all PHI shall be and remain the sole property of Company, including any and all forms thereof developed by Subcontractor in the course of its fulfillment of its obligations pursuant to the Agreement and Service Agreement.

Subcontractor further represents that, to the extent Subcontractor requests that Company disclose PHI to Subcontractor, such request is only for the minimum necessary PHI for the accomplishment of the Subcontractor's purpose.

ii) Availability of Books and Records

Subcontractor shall permit the Company and the Secretary to audit Subcontractor's internal practices, books and records at reasonable times as they pertain to the use and disclosure of PHI received from, or created or received by Subcontractor on behalf of, Company in order to determine compliance with the HIPAA Rules.

iii) Access of Individuals and Covered Entities to Information

In order to allow Company to respond to a request for access to PHI Subcontractor, within five (5) business days of a written request by Company for access to PHI about an Individual contained in a Designated Record Set, shall, in accordance with 45 C.F.R. Section 164.524, make available to Company such PHI. If PHI is stored offsite, PHI shall be made available to Company within ten (10) business days of Subcontractor's receipt of written request.

In the event any Individual or entity requests access to PHI directly from Subcontractor, Subcontractor will not disclose PHI unless directed to do so by the Company. Subcontractor shall forward such request to Company within five (5) business days along with an identification of information, if any, that Subcontractor believes should be withheld from disclosure to the Individual pursuant to 45 CFR Section 164.524.

As between the Parties, any denial of access to PHI determined by Company pursuant to 45 CFR Section 164.524, and conveyed to Service Provider by Company, shall be the responsibility of Company, including resolution or reporting of all appeals and/or complaints arising from denials.

iv) Amendment of Information

Subcontractor agrees to make PHI available to the Company for amendment and to incorporate any amendments to PHI received from the Company in accordance with 45 C.F.R. Section 164.526. In order to allow Company to respond to a request by an Individual or entity for an amendment pursuant to 45 CFR Section 164.526, Subcontractor shall, within five (5) business days of a written request by Company, make available to Company such PHI that is maintained in a Designated Record Set.

In the event any individual or other entity requests amendment of PHI directly from Subcontractor, Subcontractor shall forward such request to Company within five (5) business days along with any information from a Designated Record Set, and an identification of any information the Subcontractor believes should not be subject to disclosure to the individual pursuant to 45 CFR Section 164.526.

As between the Parties, any denial of amendment to PHI determined by Company pursuant to 45 CFR Section 164.526, and conveyed to Subcontractor by Company, shall be the responsibility of Company, including resolution or reporting of all appeals and/or complaints arising from denials.

Within ten (10) business days of receipt of a request from Company to amend an individual's PHI in the Designated Record Set, Subcontractor shall incorporate any approved amendments, statements of disagreement, and/or rebuttals into its Designated Record Set as required by 45 CFR Section 164.526.

v) Accounting of Disclosures

In order to allow Company to respond to a request by an Individual for an accounting pursuant to 45 CFR Section 164.528, Subcontractor shall, within five (5) business days of a written request by Company for an accounting of disclosures of PHI about an individual, make available to Company such PHI.

At a minimum, Subcontractor shall provide Company with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such

entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure.

In the event any individual requests an accounting of disclosures of PHI directly from Subcontractor, Subcontractor shall forward such request to Company within five (5) business days.

Subcontractor shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Agreement.

Subcontractor shall support Company in a manner that enables Company to meet its obligations under 45 CFR Section 164.528.

B) Obligations of Company

i) Company warrants that it, its directors, officers, subcontractors, employees, affiliates, agents, and representatives: (a) shall comply with applicable provisions of the Privacy Rule and Security Rule in its use or disclosure of PHI; (b) shall not use or disclose PHI in any manner that violates applicable federal and state laws; (c) shall not request Subcontractor to use or disclose PHI in any manner that violates applicable federal and state laws if such use or disclosure were done by Company; and (d) may request Subcontractor to disclose PHI directly to another party only for the purposes allowed by HIPAA, the HITECH Act, and the HIPAA Rules.

ii) Company shall notify Subcontractor of any limitation(s) in any applicable notice of privacy practices in accordance with 45 CFR Section 164.520 of which it becomes aware, to the extent that such limitation may affect Subcontractor's use or disclosure of PHI.

iii) Company shall notify Subcontractor of any changes in, or revocation of, permission by individual to use or disclose PHI of which it becomes aware, to the extent that such changes may affect Subcontractor's use or disclosure of PHI.

iv) Company shall notify Subcontractor of any restriction to the use or disclosure of PHI that Company has agreed to in accordance with 45 CFR Section 164.522 of which it becomes aware, to the extent that such restriction may affect Subcontractor's use or disclosure of PHI.

v) The provisions of this Section shall survive the termination of this Agreement.

III. Agreements with Subcontractors.

Subcontractor shall obtain and maintain an agreement with each subcontractor and agent of the Subcontractor that creates, receives, maintains, or transmits PHI, pursuant to which agreement such subcontractor and agent agrees to be bound by the same restrictions, terms, and conditions that apply to Subcontractor pursuant to the Agreement with respect to such PHI.

IV. Safeguards.

Subcontractor shall employ appropriate administrative, technical and physical safeguards, consistent with the size and complexity of Subcontractor's operations, comply with applicable requirements of this Agreement, the Privacy Rule, the Security Rule and the Breach Notification Rule to protect the

confidentiality of PHI and to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this Agreement.

V. Reporting of Breaches.

In the event of a Breach of any Unsecured PHI that Subcontractor accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of Company, Subcontractor shall report such Breach to Company as soon as practicable, but in no event later than ten (10) business days after the date the Breach is discovered.

Notice of a Breach shall include: (i) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (ii) the date of the Breach, if known, and the date of discovery of the Breach; (iii) the scope of the Breach; and (iv) the Subcontractor's response to the Breach.

In the event of a Breach, Subcontractor shall, in consultation with Company, mitigate, to the extent practicable, any harmful effect of such Breach that is known to Subcontractor.

VI. Term and Termination.

A) General Term and Termination

This Agreement shall become effective on the Effective Date set forth above and shall terminate upon the termination or expiration of the Service Agreement and when all PHI provided by either party to the other, or created or received by Subcontractor on behalf of Company is, in accordance with Section VII below, destroyed or returned to Company 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) Material breach

Where Company has knowledge of a material breach by Subcontractor, and cure is possible, Company shall provide Subcontractor with an opportunity to cure. Where said breach is not cured within ten (10) business days of Subcontractor's receipt of notice from Company of said breach, Company shall terminate this Agreement.

At the expense of Company, Company shall have the right to cure any breach of Subcontractor's obligations under this Agreement. Company shall give Subcontractor notice of its election to cure any such breach, and Subcontractor shall cooperate fully in the efforts by Company to cure Subcontractor's breach.

Where either Party has knowledge of a material breach by the other Party, and cure is not possible, the non-breaching Party shall terminate the portion of the Service Agreement affected by the breach.

Where neither cure nor termination is feasible, the non-breaching Party shall report the violation to the Secretary.

VII. Return/Destruction of Protected Health Information Upon Termination.

Upon termination of this Agreement for any reason, Subcontractor shall:

(i) if feasible, return or destroy all PHI received from, or created or received by Subcontractor on behalf of Company that Subcontractor or any of its subcontractors and agents still maintain in any form, and Subcontractor shall retain no copies of such information; or

(ii) if Subcontractor and Company determine that such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible, in which case Subcontractor's obligations under this Section shall survive the termination of this Agreement.

VIII. Amendment.

If any of the regulations promulgated under HIPAA or the HITECH Act are amended or interpreted in a manner that renders this Agreement inconsistent therewith, the Parties shall amend this Agreement to the extent necessary to comply with such amendments or interpretations.

IX. Mitigation and Indemnification.

In the event of a Breach or other disclosure of Protected Health Information that is not in compliance with HIPAA or this Agreement, Subcontractor shall, in consultation with Company, mitigate, to the extent practicable, any harmful effect of such Breach or unauthorized disclosure.

Subcontractor shall indemnify, defend and hold harmless Company and its directors, officers, subcontractors, employees, affiliates, agents, and representatives from and against any and all third party liabilities, costs, claims, suits, actions, proceedings, demands, losses and liabilities of any kind (including court costs and reasonable attorneys' fees) brought by a third party, arising from or relating to the acts or omissions of Subcontractor or any of its directors, officers, subcontractors, employees, affiliates, agents, and representatives in connection with the Subcontractor's performance under this Agreement or Service Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement. The indemnification provisions of this Section IX shall survive the termination of this Agreement.

X. Independent Contractor Relationship.

The Parties agree that Subcontractor is an independent contractor of the Company and that no agency relationship within the Federal common law of agency, or otherwise, exists between the Parties as a result of this Agreement or any related Service Agreement.

XI. Conflicting Terms.

In the event any terms of this Agreement conflict with any terms of the Service Agreement, the terms of this Agreement shall govern and control.

XII. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of state under which the Service Agreement is governed.

XIII. Notices.

All notices, requests, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing and delivered either personally, or by certified mail with postage prepaid and return receipt requested, or by overnight courier to the party to be notified. All communications will be deemed given when received. The addresses of the parties shall be as follows; or as otherwise designated by any party through notice to the other party:

If to Company:

Sandra Kate Ellington, Chief Compliance Officer
Meadows Health
One Meadows Parkway
P.O. Box 1048
Vidalia, Georgia 30475

If to Subcontractor:

Attn: _____

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

<p>SUBCONTRACTOR: _____ (legal entity name)</p> <p>Signature: _____ Date: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>
<p>COMPANY: Meadows Healthcare Alliance, Inc. d/b/a Meadows Health, Meadows Regional Medical Center, Inc. and Southeast Regional Primary Care Corporation, and all affiliates and locations</p> <p>Signature: _____ Date: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>