

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“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** (“Covered Entity”) and

_____, (“Business Associate”), 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”). Covered Entity and Business Associate are collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, Covered Entity is a “Covered Entity” 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, Business Associate has entered or may enter into one or more agreements with Covered Entity (“Service Agreement”) pursuant to which Business Associate will render services to, for or on behalf of Covered Entity 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, capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the HIPAA Rules unless the context clearly indicates otherwise.

B) “Privacy Rule” shall mean the provisions addressing Standards for Privacy of Individually Identifiable Health Information codified at 45 CFR Part 164, Subparts A and E.

C) “Security Rule” shall mean the provisions addressing Standards for Protection of Electronic Protected Health Information, codified at 45 CFR Parts 164, Subparts A and C.

D) “Breach Notification Rule” shall mean the provisions addressing “Notification in the Case of Breach of Unsecured Protected Health Information” codified at 45 C.F.R. Part 160 and 164, Subparts A and D.

II. Use and Disclosure of PHI.

Business Associate 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 (collectively, the “Privacy Standards”).

A) Use and Disclosure of Protected Health Information. Business Associate warrants that it, its agents and its Business Associates: (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 Covered Entity.

To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Standards, Business Associate shall comply with the requirements of the Privacy Standards that apply to Covered Entity in the performance of such obligation.

Subject to the restrictions set forth in the previous paragraph and throughout this Agreement, Business Associate may:

(1) use the information received from Covered Entity if necessary for the proper management and administration of Business Associate; or to carry out the legal responsibilities of Business Associate; and

(2) disclose such information provided that (a) the disclosure is Required by Law or (b)(1) Business Associate 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

Business Associate shall limit the use, disclosure, or request of PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Part 162.

Business Associate agrees that it will abide by the limitations of any applicable Notice of Privacy Practices published by Covered Entity, and any use or disclosure permitted by this Agreement may be amended by such Notice of Privacy Practices.

B) Availability of Books and Records. Business Associate shall make available to Covered Entity and to the Secretary of the United States Department of Health and Human Services or his/her agents (the "Secretary") its 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 or the purpose of determining Covered Entity's compliance with 45 C.F.R. Part 164 Subpart E, in a time and manner designated by Covered Entity or the Secretary. Business Associate shall immediately notify Covered Entity if Business Associate receives a request for such information from the Secretary.

C) Access of Individuals and Covered Entities to Information. In order to allow Covered Entity to respond to a request for access to PHI Business Associate, within five (5) business days of a written request by Covered Entity for access to PHI about an Individual contained in a Designated Record Set, shall, in accordance with 45 C.F.R. §164.524, make available to Covered Entity such PHI. If PHI is stored offsite, PHI shall be made available to Covered Entity within ten (10) business days of Business Associate's receipt of the written request.

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

As between the Parties, any denial of access to PHI determined by Covered Entity pursuant to 45 C.F.R. §164.524, and conveyed to Business Associate by Covered Entity, shall be the responsibility of Covered Entity, including resolution or reporting of all appeals and/or complaints arising from denials.

D) Amendment of Information Business Associate agrees to make PHI available to Covered Entity for amendment and to incorporate any amendments to PHI received from Covered Entity in accordance with 45 C.F.R. § 164.526. In order to allow Covered Entity to respond to a request by an Individual or entity for an amendment pursuant to 45 C.F.R. §164.526, Business Associate shall, within five (5) business days of a written request by Covered Entity, make PHI available to Covered Entity.

In the event any Individual or other entity requests amendment of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days along with any information from a Designated Record Set, and an identification of any information Business Associate believes should not be subject to disclosure to the individual pursuant to 45 C.F.R. § 164.526.

Within ten (10) business days of receipt of a request from Covered Entity to amend an Individual's PHI, Business Associate shall incorporate any approved amendments, statements of disagreement, and/or rebuttals into its Designated Record Set as required by 45 C.F.R. § 164.526.

E) Accounting of Disclosures In order to allow Covered Entity to respond to a request by an Individual for an accounting pursuant to 45 C.F.R. §164.528, Business Associate shall, within five (5) business days of a written request by Covered Entity for an accounting of disclosures of PHI about an Individual, make available to Covered Entity such PHI.

Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. At a minimum, Business Associate shall document 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 Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days.

III. Agreements with Subcontractors.

Business Associate shall ensure that subcontractors that create, receive, maintain, or transmit PHI, including EPHI, on behalf of Business Associate ("Recipients") agree to comply with the same restrictions and conditions that apply to Business Associate with respect to such information, including applicable requirements of the Security Rule, by entering into a contract or other arrangement that complies with the Privacy Standards. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any acts, failures, or omissions of Recipients in furnishing the services as if they were Business Associate's own acts, failures, or omissions.

IV. Safeguards.

Business Associate shall employ appropriate administrative, technical and physical safeguards, consistent with the size and complexity of Business Associate'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 Disclosures of Protected Health Information.

A) Reporting of Breaches. In the event of a Breach of any Unsecured PHI that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of Covered Entity, Business Associate shall report such Breach to Covered Entity as soon as practicable, but in no event later than two (2) business days after the date that the Breach is discovered in accordance with and as required by 45 C.F.R. § 164.410.

Notice of a Breach shall include at least: (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) Business Associate's response to the Breach.

In the event of a Breach, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of such Breach that is known to Business Associate.

B) Reporting of Other Disclosures; Security Incidents. Business Associate shall, without unreasonable delay and in no case more than five (5) business days following discovery, report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, or any Security Incident, of which it becomes aware.

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 Business Associate on behalf of Covered Entity is, in accordance with Section VII below, 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) Material Breach. Where Covered Entity has knowledge of a material breach by Business Associate, Covered Entity may immediately terminate this Agreement and the underlying Service Agreement.

If Covered Entity determines that cure is possible, Covered Entity may provide Business Associate with an opportunity to cure. Where said breach is not cured within ten (10) business days of Business Associate's receipt of notice from Covered Entity of said breach, Covered Entity may terminate this Agreement.

Alternatively, at the election of Covered Entity, Covered Entity shall have the right to cure any breach of Business Associate's obligations under this Agreement. Covered Entity shall give Business Associate notice of its election to cure any such breach, and Business Associate shall cooperate fully in the efforts by Covered Entity to cure Business Associate's breach.

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

Upon termination of this Agreement for any reason, Business Associate shall:

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

(ii) if Business Associate and Covered Entity 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 Business Associate's obligations under this Section shall survive the termination of this Agreement.

VIII. Mitigation and Indemnification.

In the event of a Breach, Security Incident, or other use or disclosure of PHI that is not in compliance with the Privacy Standards or this Agreement, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of such occurrence. Business Associate shall indemnify, defend and hold harmless Covered Entity and its directors, officers, Business Associates, employees, affiliates, agents, representatives, successors, and assigns from and against any and all third-party liabilities, costs, claims, suits, actions, proceedings, demands, expenses, damages, 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 Business Associate or any of its directors, officers, business associates, employees, affiliates, agents, and representatives in connection with Business Associate's performance under this Agreement, Service Agreement, or the Privacy Standards (individually, a "Claim"). If Business Associate assumes the defense of a Claim, Covered Entity shall have the right, at its expense, to participate in the defense of such Claim and Business Associate shall not take any final action with respect to such Claim without the prior written consent of Covered Entity, except as expressly required by law. Without limiting the generality of the foregoing, in the event of a Breach, Security Incident, or other use or disclosure of information that is not in compliance with the Privacy Standards or this Agreement caused by Business Associate, and the Privacy Standards require notice to be provided (whether to Individuals, government agencies, the media, or other), Business Associate shall reimburse Covered Entity for costs and expenses related to the following: providing required notifications; providing credit monitoring and other mitigation services to the affected Individuals; any fines and penalties assessed against Covered Entity; investigation costs; mitigation efforts; and attorneys' and consultants' fees. The obligations of this Section shall apply without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement or Service Agreement and shall survive the termination of this Agreement.

IX. Miscellaneous.

A) Independent Contractor Relationship. The Parties agree that Business Associate is an independent contractor of Covered Entity and that no agency relationship within the common law of agency, or otherwise, exists between the Parties as a result of this Agreement or any related Service Agreement.

B) 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.

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

D) Third-Party Beneficiaries. This Agreement is for the benefit of, and shall be binding upon, the Parties, their affiliates, and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

E) 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, 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 Covered Entity:

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

If to Business Associate:

Attn: _____

F) Amendment. If any of the regulations promulgated under the Privacy Standards are amended or interpreted in a manner that renders this Agreement inconsistent therewith, the Parties shall negotiate in good faith to amend this Agreement to the extent necessary to comply with such amendments or interpretations.

G) Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

H) Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

I) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought.

J) Entire Agreement. This Agreement constitutes the complete agreement between the Parties relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters.

[Signature Page Follows]

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>BUSINESS ASSOCIATE: _____ (legal entity name)</p> <p>Signature: _____ Date: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>
<p>COVERED ENTITY: 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>

[Signature Page to Business Associate Agreement]