

ADDITIONAL TERMS AND CONDITIONS

BUSINESS ASSOCIATE AGREEMENT TERMS AND CONDITIONS

The following Business Associate Agreement Terms and Conditions (“BAA Terms and Conditions”) are incorporated into and made part of the Master Services Agreement (“MSA”), or other applicable Agreement entered into by TrueNorth Companies, L.C. and its Clients and/or other parties. To the extent, if any, that these BAA Terms and Conditions conflict with those contained in the MSA or other applicable Agreement, the terms and conditions of the MSA or other applicable Agreement shall govern and control. Any terms or phrases undefined in these BAA Terms and Conditions shall have the meaning given to them in the MSA or other applicable Agreement. The Parties agree as follows:

1. DEFINITIONS

(a) Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Designated Record Set, Disclosure, Individual, Minimum Necessary, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Specific definitions: “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. OBLIGATIONS AND ACTIVITIES OF TNC

TNC agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to Client within a commercially reasonable time any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the TNC agree to the same restrictions, conditions, and requirements that apply to the TNC with respect to such information;

(e) Make available protected health information in a designated record set to the Client as necessary to satisfy any of Client’s obligations under 45 CFR 164.524;

(f) Make available protected health information for amendment and incorporate any amendments as directed or agreed to by the Client pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Client’s obligations under 45 CFR 164.526;

(g) Make available the information required to provide an accounting of disclosures to the Client as necessary to satisfy Client’s obligations under 45 CFR 164.528;

(h) To the extent the TNC is to carry out one or more of Client's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Client in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

(j) Notwithstanding anything to the contrary herein, if TNC receives a request from an individual, or an individual's designee, under Section 2(e), (f) or (g) herein, TNC shall forward such request to Client, and Client shall be solely responsible for adjudicating and responding to each such request.

3. PERMITTED USES AND DISCLOSURES BY TNC

(a) TNC may only use or disclose protected health information as necessary to perform the Services set forth in the MSA or other Agreement;

(b) TNC may use or disclose protected health information as required by law;

(c) TNC agrees to make uses and disclosures and requests for protected health information consistent with Client's minimum necessary policies and procedures; or

(d) TNC may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Client.

4. PERMISSABLE REQUESTS BY CLIENT

Client shall not request TNC to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Client.

5. OBLIGATIONS UPON TERMINATION AND SURVIVAL.

(a) Upon termination of the MSA or other Agreement for any reason, TNC shall return to Client or destroy, all protected health information received from Client, or created, maintained, or received by TNC on behalf of Client that TNC still maintains in any form. TNC shall retain no copies of the protected health information.

(b) Survival. The obligations of TNC under this Section shall survive the termination of the MSA or other Agreement.

6. MISCELLANEOUS

(a) Regulatory References. A reference in these BAA Terms and Conditions to a section in the HIPAA Rules means the section in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to modify these BAA Terms and Conditions from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. In the event that there shall be a change in the law, rules or regulations, or interpretation of any such law, rule, or regulation which may render any of the material terms of these BAA Terms and Conditions unlawful or unenforceable, or materially affects the financial

arrangement contained in the MSA or other Agreement, either Party may, by providing advance written notice, propose an amendment to the MSA or other Agreement addressing such issues. Notwithstanding anything to the contrary in the MSA or other Agreement, if the Parties are unable to agree upon such amendments within fifteen (15) days following the notice, either Party may terminate the MSA or other Agreement by giving the other Party at least thirty (30) days' written notice.

(c) Interpretation. Any ambiguity in these BAA Terms and Conditions shall be interpreted to permit compliance with the HIPAA Rules.