

SECTION II:**EXAMINATIONS, EVALUATIONS, SCREENINGS****Employee Education - health & wellness**

- Hearing Screening
- Hearing Screening
- Vision Screening
- Vision - injury diagnostic
- Physicals - DOT/DMV
- Physicals - Pre-employment/post-offer
- Physicals - Pre-employment/post-offer
- Physicals - Return to work - injury
- Physicals - Return to work - sickness
- Physicals - Customize based on employer
- Respirator Fit Testing - half face
- Respirator Fit Testing - full face
- Respirator Fit Testing - N95
- Pulmonary Function Test (Spirometry)
- Pulmonary Function Test (Other)

Drug/Alcohol Testing

- 10 Panel Drug Test
- 5 Panel Drug Test
- Alcohol Saliva Test (PWC)
- Breath Alcohol Testing
- Urine Drug Screening (regulated)
- MRO Services

Radiology Studies

- Chest X-ray (1-2 views)
- X-ray of Upper Extremities (3-5 views)
- X-ray of Lower Extremities (3-5 views)

Vaccines

- Immunizations - Hep A
- Immunizations - Hep B
- Immunizations - Influenza
- Onsite Flu vaccinations
- Immunizations - MMR
- Immunizations - Rabies
- Immunizations - TD
- Immunizations - tDAP

Physical Therapy

- Physical Abilities Testing (PAT) - Grip
- PAT - Functional Capacity Evaluation
- PAT - Lift testing
- Work Rehabilitation Programs

In-house Lab (Send-outs in "ES Lab" Section)

- Flu Nasal Swab - A and B
- Glucose
- Hematocrit
- Hemoglobin
- Pregnancy Test - Urin HCG IRL
- Urinalysis - dip
- Urinalysis (Micro) Complete
- TB Screening, Blood
- TB Screening, Skin

Reference Lab Send-outs

- Arsenic Fractionation Test
(Further Testing if Medically Indicated)
- Blood Alcohol Test
- Heavy Metal
(Spot Urine - Arsenic/Lead/Merc/Cadmium)

- Heavy Metal Profile (24 Hr Collection - 7 Metals)
- Hepatitis A Surface Antibody
- Hepatitis B Antigen
- Hepatitis B Core Antibody
- Hepatitis B Surface Antibody
- Hepatitis C Antibody Test
- Hiv 1 Test
- Hiv 2 Test
- Lyme Disease Confirmation - Automatic If Eval
- Lyme Disease Serology Eval
- Malaria Blood Smear Test
- Measles Titer
- Mercury Urine
- Methemoglobin Level
- Mumps Titer
- Phenol, Urine
- Quantiferon Test
- Rabies Antibody
- Rubella Titer
- Rubeola Titer
- Toxoplasma Igg Antibody
- Toxoplasma Igm And Igg Antibody
- Uds-Medpro Panel (Healthcare Workers)
- Uric Acid
- Varicella Titer
- Urine Collection
- Blood Cllection
- EKG
- Immunization Administration
- On site Nurse per hour \$37.00
- OSHA Respiratory Fit Test and Review:
-this charge is in addition to the mask charge of \$27.00

WELLNESS SERVICES

- Biometric Screening

ONSITE TRAINING SERVICES

- | | | |
|--|--|--|
| <input type="checkbox"/> Heart Healthy | <input type="checkbox"/> Diabetes | <input type="checkbox"/> Sleep Disorders |
| <input type="checkbox"/> Nutrition | <input type="checkbox"/> Tobacco Cessation | <input type="checkbox"/> Men and Women's Health |
| <input type="checkbox"/> Stress Relief | <input type="checkbox"/> Weight Control | <input type="checkbox"/> Bloodborne OSHA Training Services |
| | <input type="checkbox"/> Back Care | |

EMPLOYEE MUST BRING IN COMPLETED AUTHORIZATION FORM FOR SERVICES TO BE PERFORMED*WORKERS' COMPENSATION** Workers' Compensation Injury Treatment Post-Accident Drug Screen Required

Indicate where the Return to Work Status report is to be sent:

 DOT Non-DOT (5, 7, 9, or 10 Panel)**Please indicate where and how breath alcohol tests and physical results are to be reported:**

- Email
- Fax
- Return with Employee
- Mail

*Maine Urgent Care will report results and applicable information as specified above

SECTION III:**BILLING AND PAYMENT INFORMATION****OPTION A:** **Recurring Payment (requires credit card)**

Pay via Visa, MasterCard, Discover Card or American Express with receipt emailed to the billing contact on file. Invoices are mailed on the 2nd business day of the month and are due on the 20th. Payments for accounts with a credit card on file will be processed after the 20th of each month. Any billing discrepancies must be brought to our attention prior to the 20th so we may make the necessary corrections before processing your credit card payment. Past due accounts will be assessed a late payment fee of 15%. Accounts with past due balances over 60 days old will be terminated and referred to a collection agency for payment.

OPTION B: **Balance Billing (requires approval and credit card* for balance billing)**

A monthly invoice of open charges will be sent to you at the billing address on file. Customer agrees to pay the invoice on the 20th of each month. If payment falls more than 60 days in arrears, your account will be inactivated and referred to a collection agency for payment and services must be paid for at the time they are rendered. Past due balances will incur a late payment fee of 15% of the outstanding balance.

*Credit card will not be billed unless payment is not made within 30 days.

I, _____, authorize Maine Urgent Care (c/o UCI Medical Affiliates) to charge my account for balance due for payment of my account with Maine Urgent Care.

CREDIT CARD INFORMATION

Type of Card	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> American Express
Cardholder Name*	
Account Number	
Expiration Date	
Billing Zip Code	

*The name MUST match the name on the credit card listed

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Maine Urgent Care in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day.

Credit Card Authorization Signature: _____

All accounts may pay online by echeck by visiting <https://maineurgentcare.com>

If you have some services that must be billed to an alternate billing address, please provide that information below:

Name	
Address	
Phone	
Services to be billed to this address	

Please list the Maine Urgent Care facility/facilities that your company would like to use:

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SECTION IV:**SERVICES BILLED TO TPA****Employee Education - health & wellness**

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- Vision - injury diagnostic
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- Physicals - Pre-employment/post-offer
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- Hepatitis B Core Antibody
- Hepatitis B Surface Antibody
- Hepatitis C Antibody Test
- Hiv 1 Test
- Hiv 2 Test
- Lyme Disease Confirmation - Automatic If Eval
- Lyme Disease Serology Eval
- Malaria Blood Smear Test
- Measles Titer
- Mercury Urine
- Methemoglobin Level
- Mumps Titer
- Phenol, Urine
- Quantiferon Test
- Rabies Antibody
- Rubella Titer
- Rubeola Titer
- Toxoplasma Igg Antibody
- Toxoplasma Igm And Igg Antibody
- Uds-Medpro Panel (Healthcare Workers)
- Uric Acid
- Varicella Titer
- Urine Collection
- Blood Cllection
- EKG
- Immunization Administration
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- OSHA Respiratory Fit Test and Review:
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SECTION V:**FEES & NOTES**

This section to be completed by business development representative

Employer Authorized Name Title

X

Employer Authorized Signature Date

X

Maine Urgent Care Signature Date

Until countersigned by Maine Urgent Care, this document constitutes a request for services by Employer and nothing herein will be construed as a promise by MUC to provide service. Once signed by both parties, the agreement will be in effect until either party gives written notice of change of service, terms, or termination.

This Agreement is governed by to the terms and conditions attached hereto.

TERMS & CONDITIONS

I. Engagement and Services. Client agrees to engage Maine Urgent Care, LLC ("MUC") to provide, and MUC agrees to provide, occupational and other routine, customary healthcare services ("Services") to employees of Client (each an "Employee" and collectively, the "Employees"). The engagement of services under the Customer Service Agreement incorporates and is subject to, these terms and conditions (collectively the "Agreement"). MUC will provide Services to Employees at such other medical offices or facilities in MUC's services areas.

II. Duties and Obligations of MUC

A. MUC will provide the appropriate facilities, equipment, supplies, and personnel that MUC, in its sole discretion, determines are necessary for the provision of Services.

B. Test results. MUC will report all test results (i) directly to any Employee who receives Services, (ii) to Client, if Employee provides to MUC written consent to such disclosure, and (iii) to the State of Maine, if required by applicable state or Federal law, rules, or regulations.

C. Invoices. After it provides Services to an Employee, MUC will send to Client an invoice that will include the following information:

- (i) Client name;
- (ii) Date of service;
- (iii) Employee's name;
- (iv) Employee's Social Security Number;
- (v) Type of Service provided; and
- (vi) Cost of Service provided.

D. Insurance. MUC, at its expense, will maintain professional liability insurance coverage, with customary policy limits, covering MUC and its personnel with respect to the Services rendered by MUC. If requested in writing by Client, MUC will provide to Client a copy of the certificate of insurance evidencing such coverage.

E. MUC shall invoice and receive payment directly from Client. MUC shall not bill or seek compensation from Medicare, Medicaid, or any third party payor for the Services provided under this Agreement.

III. Duties and Obligations of Client

A. Insurance. While Client retains MUC to provide Services, Client will maintain, and will provide to MUC evidence of, (i) commercial general liability coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 in annual aggregate, and (ii) workers' compensation coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 in annual aggregate. Notwithstanding the foregoing sentence, if any of Client's insurance coverage is claims-made, Client agrees to either maintain the applicable claims-made polic(y/ies) continuously for the Term plus six (6) years following the termination of this Agreement (the "Required Coverage Period") or upon termination of the applicable claims-made policy(ies), secure and maintain extended reporting coverage ("tail coverage") adequate to ensure continuous coverage for the Required Coverage Period. Client will provide MUC with thirty (30) days advance written notice of any renewal, change to, and/or termination of the above-referenced policies. Client agrees to name MUC as an "additional insured" on the insurance policies of Client that are referenced in this section. Such insurance coverage in no way limits Client's liability with regard to its own errors, negligence or omissions. Client agrees to waive its right to subrogation including any and all claims related to automobile and general liability under this Agreement.

C. Confidentiality of Information. Client understands and acknowledges that in receiving Services from MUC, Client employees, personnel, contractors, agents or other representatives may encounter information or materials of or relating to MUC, its patients, employees, personnel, contractors, agents or other representatives, including but not limited to information on MUC operations, methods of doing business, research and development, trade secrets, computer programs, finances, and patient "individually identified health information" as defined at 45 CFR Parts 160 and 164 and "health care information" as defined at 22 M.R.S.A. § 1711-C (all of which information is collectively referred to as the "Confidential Information"); that Confidential Information may be in any form, including written, electronic, oral, overheard or observed; that Client, its employees, contractors, agents and other representatives have no rights whatsoever to the Confidential Information; and that Client, its employees, contractors, agents and other representatives will hold the Confidential Information in strict confidence, will not use, copy or acquire the Confidential Information, will not disclose the Confidential Information, will not act or fail to act in any manner that may, directly or indirectly, compromise the security or confidentiality of the Confidential Information and will not violate any laws or regulations applicable to said Confidential Information. To the extent that Client may be acting hereunder as a "business associate" of MUC, and to the extent that MUC may disclose "protected health information" ("Information") to Client in such capacity, within the meaning of the HIPAA Privacy and Security Rules, 45 C.F.R. Parts 160 and 164 (collectively, "HIPAA"), as amended or supplemented by the Health Information Technology for Economic and Clinical Health ("HITECH") Act enacted as a part of the American Recovery and Reinvestment Act of 2009, Client hereby agrees to maintain the confidentiality and security of all Information in accordance with the provisions hereof and of HIPAA. Client understands and acknowledges that any breach of Client's confidentiality, privacy, or security obligations hereunder may be grounds for the immediate termination of this Agreement. As applicable, Client shall comply with the MUC HIPAA Business Associate Agreement as set forth in Exhibit A, attached hereto and incorporated herein by reference. This Section III.C survives termination of this Agreement.

D. Compliance with Laws. Client shall comply with all laws, rules, regulations, policies and procedures applicable to its and its role under this Agreement.

E. Documentation. Within ten (10) days of receipt of a written request from MUC, Client shall provide the all documents requested related to the Services provided under this Agreement.

F. In receiving the Services, Client (i) shall coordinate with MUC's "Occupational Health Coordinator" or designee, (ii) shall not control or direct MUC or its employees but may monitor MUC's compliance with this Agreement, and (iii) maintain full and open communication with MUC's Occupational Health Coordinator or designee regarding matters related to Services.

IV. Fees. Prices are subject to change from time to time, and the new prices will be effective thirty (30) days after receipt of written notice of new prices from MUC. Fees are due and payable by Client within thirty (30) days of receipt of invoice from MUC. Fees that remain unpaid for over sixty (60) days may be subject to late fee charges.

V. Term and Termination

A. Term. This Agreement, as it may be amended from time to time, shall be in full force and effect from the date of Client's authorized signature and shall continue in full force and effect at all times Client is receiving Services from MUC, and until terminated by either Party (the "Term") in accordance with section V.B below.

B. Termination. This Agreement may be terminated by either Party as follows:

- (i) effective immediately upon receipt of written notice from a Party that it has become insolvent or has filed for bankruptcy;

(ii) effective thirty (30) days after written notice from a Party that the other Party is in breach of this Agreement, unless such breach is fully remedied within that thirty (30) day period; or

(iii) effective thirty (30) days after receipt by a Party of written notice of termination from the other Party.

C. Consequences of Termination. Termination of this Agreement will not affect the obligation of MUC to provide Services scheduled prior to the date of termination or of the Client to pay for Services provided prior to or after the date of termination, if such services were requested prior to the date of termination. Termination of this Agreement shall not relieve either Party of any previously accrued obligations or of any obligations that are expressly agreed to herein, or by the terms intended, to survive termination of this Agreement. This Section V.C survives termination of this Agreement.

VI. Liability/Indemnification

This section VI survives termination of this Agreement.

A. Notwithstanding any other provision of this Agreement, Client assumes all risk of, and agrees to indemnify and hold harmless MUC, its parent, subsidiaries, affiliates, directors, officers, employees, agents and other representatives (collectively, the "Indemnified Parties") from and against any and all liability, damage, loss, cost, injury, and expense (including legal fees) (collectively, "Losses"), that may accrue to, be sustained by or be suffered by an Indemnified Party arising from, attributable to, resulting from, caused by, or incidental to: (i) the Services purchased by Client from MUC; (ii) any breach of this Agreement by Client; and/or (iii) the actions or failure to act of Client, its employees, contractors, agents or other representatives.

B. Upon receiving notice of any claim covered by the indemnity set forth herein, an Indemnified Party shall promptly notify Client; provided, however, that an Indemnified Party's right of indemnification shall not be adversely affected by a failure to give such notice, unless, and only to the extent that, Client is materially prejudiced by the lack or delay of notice. Client, at its own expense, may assume control of the defense of any such claim; provided, however, that the Indemnified Parties may, at their own cost and expense, participate through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising there from. Client shall not settle any claim without the Indemnified Parties' prior written consent (which consent shall not be unreasonably withheld or delayed).

C. For purposes of this Section VI, Client waives any and all immunity it may have under any workers' compensation or other applicable law.

VII. Limitation of Liability

A. Force Majeure. No Party will be deemed in default if delayed or prevented from performing its obligations under this Agreement, in whole or in part, due to an act of God or Nature, fire, flood, explosion, civil disorder, strike, lockout or other labor trouble, material shortages of utilities, equipment, materials or facilities, delay in transportation, breakdown or accident, riot, war, terrorist attack or other cause beyond its control (a "Force Majeure Event"); provided that it shall notify the other Party promptly of such event and resume full performance of this Agreement as soon as practicable following the conclusion of the Force Majeure Event.

B. Release. Client releases all right to make claims or file suit against MUC, its directors, officers, employees, agents or other representatives, and Client relieves MUC, its directors, officers, employees, agents, and other representatives from all liability of any kind arising from any Losses, unless such Losses were caused by the willful act or omission of MUC. This section VII.B survives termination of this Agreement.

VIII. Remedies Cumulative. All rights and remedies of either Party under this Agreement shall be cumulative, and neither the exercise nor the failure to exercise any right or remedy shall preclude the exercise of any other right or remedy against the breaching Party.

IX. Referrals. This Agreement is in no way dependent or contingent upon any referrals of employees, direct or indirect, by Client to MUC, and it is the intent of the Parties not to create any improper inducement for such referrals by virtue of any provision of this Agreement. There is no requirement under this Agreement that Client refer any employees to MUC for products or services, and no payment made under this Agreement is in return for the referral of Client's employees, or in return for the purchasing, leasing or ordering of any products or services for which the Medicare or Medicaid programs may make payment in whole or in part.

X. Amendments. This Agreement may be amended only in writing and executed by each Party; provided, however, that any notices from MUC of changes to the Services or prices in Exhibit A are not considered amendments to this Agreement.

XI. Waiver. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. The failure or delay of either Party to insist upon the other Party's strict performance of the provisions in this Agreement or to exercise in any respect any right, power, privilege, or remedy provided for under this Agreement shall not operate as a waiver or relinquishment thereof. Any consent by any Party to, or waiver of, a breach of the other Party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach of the same or any other provision of this Agreement.

XII. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Maine without regard to conflict of laws principles.

XIII. Notices. Any notice required by, or given in connection with, this Agreement must be in writing, which may include e-mail, and given to the appropriate party at its address below (or such other contact information/address as may be provided in writing) by personal delivery, certified mail, postage prepaid, or by recognized overnight delivery service.

If to MUC:

Central Maine Healthcare Corporation
Attn: Legal Service Department
300 Main Street, West One
Lewiston, ME 04240

XIV. Miscellaneous

A. Assignment. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party; provided, however, that MUC may assign its rights and obligations under this Agreement to a successor or affiliated entity without the prior written consent of the Client.

B. No Third-Party Beneficiaries. This Agreement does not and will not confer any rights or remedies on any person other than the Parties hereto and their respective successors and permitted assigns.

C. Cooperation. Each Party shall execute any documents and take such other actions as may be necessary or appropriate to further evidence or effectuate their agreement to the terms set forth herein.

D. Independent Contractor. This Agreement is not intended to create a joint venture or partnership and the relationships of the Parties are those of independent contractors.

E. Subcontractor. To the extent that Client delegates or subcontracts any of its obligations under this Agreement to any third party, including a Client affiliate, business partner or other subcontractor, Client shall remain fully responsible for any such obligations that may be performed by each Client affiliate, business partner and other subcontractor, each entity's compliance with the Terms of this Agreement, and for the acts and omissions of these entities and their employees and agents. Client shall be responsible for all payments to Client affiliates, business partners and other subcontractors hereunder. Client agrees to indemnify, save harmless and defend MUC and its affiliates from, and accepts full responsibility for any and all liability arising out of Client subcontracting or delegating its duties or obligations.

F. Headings. Headings appearing in this Agreement are for convenience only and shall not be deemed to explain, limit or amplify the provisions hereof.

G. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, this this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable Term had never been included.

H. Counterparts and Copies. This Agreement may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same Agreement. Copies of this Agreement have the same force and effect as originals.

I. Entire Agreement. This Agreement, which includes the exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings or agreements, whether oral or written, between the parties with respect to the subject matter hereof.

EXHIBIT A
MAINE URGENT CARE OCCUPATIONAL HEALTH SERVICES AGREEMENT

PROVIDER BUSINESS ASSOCIATE AGREEMENT

1. HEALTHCARE PRIVACY ASSURANCES.

A. Definitions:

Covered Entity: Maine Urgent Care

Business Associate: Client

All other terms as defined herein.

B. Covered Information:

This Agreement governs the use and/or disclosure of all individually identifiable health information that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity ("Covered Information"). Terms not otherwise defined herein shall have the same meanings as set forth in the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 as implemented by the U.S. Department of Health and Human Services ("DHHS") Privacy, Security, Breach Notification and Enforcement Rules, codified at 45 C.F.R. Parts 160 and 164 (the "HIPAA/HITECH Rules").

C. Permitted Uses and Disclosures:

Business Associate, shall keep confidential, and shall not use or disclose, Covered Information except as expressly permitted by this Section or as required by law. Business Associate shall use or disclose Covered Information for the following purposes only:

1)As necessary to perform the services set forth in the underlying services agreement(s) between Covered Entity and Business Associate;

2)For the proper management and administration of Business Associate;

3)To carry out the legal responsibilities of Business Associate.

Business Associate shall not disclose Covered Information pursuant to Subsections 2 or 3 above unless the disclosure is required by law, or Business Associate has obtained written reasonable assurances from the person to whom the Covered Information will be disclosed which meet the criteria set forth in the HIPAA/HITECH Rules, including the requirement that the recipient must notify Business Associate if it becomes aware of any instances in which the confidentiality of the Covered Information has been breached. Business Associate shall not use or disclose Covered Information in any manner that would constitute a violation of the HIPAA/HITECH Rules, 22 M.R.S.A. §§1711-C and 1711-E, or any other applicable laws and regulations governing the privacy and security of Covered Information, if done by the Covered Entity.

D. Business Associate's Obligations and Assurance:

Business Associate hereby warrants and represents to Covered Entity that it will:

1)Not use or disclose, and shall ensure that its employees, contractors and agents will not use or disclose, Covered Information other than as permitted or required by this Agreement or as required by law;

2)Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Covered Information that it creates, receives, maintains, or transmits on behalf of Covered Entity.

3)Ensure that any agent, including a subcontractor, that will have access to Covered Information agrees to implement reasonable and appropriate safeguards to protect it;

4)Use appropriate safeguards to prevent unauthorized use or disclosure of Covered Information;

5)Report to Covered Entity when it becomes aware of an unauthorized use or disclosure of, or security incident involving, Covered Information;

- 6) Ensure that any agents, including subcontractors, that will have access to Covered Information agree in writing to the same restrictions and conditions applicable to Business Associate as set forth in this Agreement and the HIPAA/HITECH Rules;
- 7) Make Covered Information available to the individual as required by the HIPAA/HITECH Rules;
- 8) Make Covered Information available for amendment by the individual, and incorporate any such amendment as required by the HIPAA/HITECH Rules;
- 9) Make Covered Information available as required to provide an accounting of disclosures pursuant to the HIPAA/HITECH Rules; and
- 10) Make its internal practices, books and records relating to the use and disclosure of Covered Information available to the Secretary of DHHS for purposes of determining compliance with HIPAA/HITECH Rules.
- 11) To the extent that Business Associate is to carry out any of the Covered Entity's obligations under the HIPAA/HITECH Rules, Business Associate shall comply with the requirements of those rules that apply to Covered Entity in the performance of those obligations.
- 12) With respect to subsections 7, 8 and 9 above, in the event an individual makes a direct request of Business Associate for access to such individual's Covered Information, to amend such individual's Covered Information, or for an accounting of such individual's Covered Information, Business Associate shall forward such request to Covered Entity within five (5) business days and Covered Entity shall determine whether and to what extent the request for access, amendment or accounting shall be granted or denied, and shall notify the individual requesting access, amendment or accounting, of its decision. Said determination shall be the sole responsibility of Covered Entity.

E. Indemnification:
Business Associate agrees to indemnify and hold harmless Covered Entity, its officers, directors, employees or agents from any and all third party claims, actions, suits, costs, or expenses (including reasonable attorneys' fees), whether pending or threatened, that arise from the improper use or disclosure of Covered Information by Business Associate, its officers, directors, employees, contractors or agents or the failure by Business Associate, its officers, directors, employees, contractors or agents, in fulfilling its or their obligations under this Agreement and/or applicable laws and regulations. This indemnification obligation shall survive termination of this Agreement.

F. Healthcare Privacy Provision:
The parties to this Agreement have structured this Agreement so as to comply with the HIPAA/HITECH Rules. Any provision of this Agreement found to be inconsistent therewith will be of no effect and will be severable without affecting the validity or enforceability of the remaining provisions of this Agreement, provided that provisions of this Agreement may be stricter than HIPAA/HITECH Rules without being inconsistent. In the event that any subsequent regulations are promulgated by DHHS which would be inconsistent with this Agreement, the parties hereto shall immediately and in good faith renegotiate the terms hereof.

2. REQUIREMENTS OF THE HITECH ACT.

A. Prohibition against Sale of Covered Information:
Business Associate shall not directly or indirectly receive any remuneration from or on behalf of a recipient of Covered Information in exchange for Covered Information without the written consent of Covered Entity and as specifically permitted by the HIPAA/HITECH Rules, except for payment by Covered Entity for services provided by Business Associate.

B. Limitations on Use and Disclosures of Covered Information:

Business Associate shall limit its use and disclosure of and requests for Covered Information to a limited data set to the extent practicable or, if more information is needed, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.

C. Reporting of Breach of Confidentiality of Covered Information:

Business Associate shall promptly notify Covered Entity of any breach of unsecured protected health information or any unauthorized access to or acquisition, use or disclosure of Covered Information in violation of the HIPAA/HITECH Rules or this Agreement. The notice shall be made without unreasonable delay and in no event later than twenty (20) days following the discovery of the breach, and shall include the following information:

- 1) a description of the facts pertaining to the breach, including but not limited to the dates of the breach and its discovery;
- 2) a description of the Covered Information involved, including identification of individuals whose Covered Information has or may have been compromised;
- 3) identification of the individuals who committed or were involved in the breach, to the extent known;
- 4) identification of the persons or entities to whom the Covered Information was disclosed, to the extent known;
- 5) actions taken or proposed to be taken by Business Associate to mitigate the breach; and
- 6) any other information requested by Covered Entity to comply with the HIPAA/HITECH Rules.

D. Compliance with HIPAA Requirements:

Business Associate shall comply with the requirements imposed on it, in its capacity as a Business Associate, and implement requirements of those rules with regard to electronic protected health information, pursuant to HIPAA/HITECH Rules, including 45 CFR Parts 164.308; 164.310; 164.312; 164.316; and 164.504.

3. TERMINATION.

A. Termination for Cause: This Agreement may be terminated:

a. By Covered Entity, upon ten (10) days' advance written notice to Business Associate of Business Associate's breach of this Agreement, provided that no such termination notice shall be effective if Business Associate, within the 10 day notice period, cures the breach, mitigates the effect of the breach, and provides further assurances acceptable to Covered Entity that the breach, or a similar breach, will not occur in the future.

b. By Covered Entity immediately upon written notice, in the event that Covered Entity believes, in its sole opinion, that Business Associate can no longer satisfy its obligations as set forth in this Agreement.

B. Return of Covered Information: Upon termination of the Agreement, Business Associate shall return all Covered Information without retaining any copies of such information, or at Covered Entity's option, destroy all Covered Information, including all copies, and provide Covered Entity with acceptable written confirmation upon completion. In the event that the return or destruction of all Covered Information is not feasible, Business Associate shall make no further use or disclosure except for those purposes that make the return or destruction infeasible, and Business Associate shall continue to be bound by Section 1 (B), (C) and (D) and Section 2 of this Agreement, so long as it retains possession or control of any Covered Information (or copies thereof).

4. Construction: Any ambiguity in this Agreement shall be interpreted to permit Covered Entity to comply with the HIPAA/HITECH Rules and other applicable laws and regulations. The parties agree that individuals who are the subject of protected health information are not third-party beneficiaries of this Agreement.