Business Associate Agreement (REV-20130424)
HIPAA COMPLIANCE AGREEMENT / BUSINESS ASSOCIATE AGREEMENT

This HIPAA Compliance Agreement (the "**Agreement**") is between the Customer ("**Covered Entity**") and CCPlus Inc., a New York Corporation (including its subsidiaries and affiliates) "**CCPlus**").

RECITALS

A. In performing services on behalf of Covered Entity, CCPlus shall have access to certain information, some of which information may constitute Protected Health Information.

B. Covered Entity and CCPlus intend to protect individual privacy and provide for the security and confidentiality of Protected Health Information disclosed to CCPlus, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 **("HIPAA"),** the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 ("**HITECH Act**" or "**HITECH**") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (**"HIPAA Regulations"**) and other applicable laws, as of such time that such laws and regulations shall become effective and govern such services as CCPlus may provide on behalf of Covered Entity.

C. As part of the HIPAA Regulations, the Privacy Rule requires Covered Entity to enter into a contract with CCPlus containing specific requirements restricting the use and disclosure of Protected Health Information, as set forth in, but not limited to, Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations ("**CFR**").

1. Definitions. All capitalized terms have the definitions set forth below unless otherwise set forth herein:

(a) *Data Aggregation.* "Data Aggregation" shall have the same meaning given to such term in 45 CFR 164.501 and shall include the combining of Protected Health Information received or created by CCPlus to permit data analyses relating to healthcare operations of Covered Entity.

(b) *Designated Record Set.* "Designated Record Set" shall have the same meaning given to such term in 45 CFR 164.501 and shall include patients' medical or billing records or any group of electronic records which contains Protected Health Information that are used, in whole or in part, by or for Covered Entity to make decisions about patients.

(c) *Electronic Protected Health Information.* "Electronic Protected Health Information" shall mean Protected Health Information that is subject to the Security Rule, limited to such information created, received, maintained, or transmitted electronically by CCPlus on behalf of Covered Entity.

(d) *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(f) *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by CCPlus from or on behalf of Covered Entity.

(g) *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(h) *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or their designee.

(i) *Security Incident.* "Security Incident" shall have the same meaning as "security incident" in 45 CFR 164.304, limited to any such incident involving Electronic Protected Health Information.

(j) *Security Rule.* "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160, 162 and 164.

(h) *Network Equipment.* "Network Equipment" shall mean Hardware, software and firmware connected together to provide storage, access, control and security for "Electronic Personal Health Information" to a "Covered Entity".

(i) *Troubleshoot.* "Troubleshoot" shall have the meaning to trace and correct faults in "Network Equipment" for the Covered Entity.

2. Permitted Uses and Disclosures by CCPlus:

(a) Except as otherwise limited in this Agreement, CCPlus may use or disclose Protected Health Information to perform the functions, activities, and services set forth in Paragraph 2(f) below (collectively, the "**Services**") on behalf of Covered Entity to the extent that CCPlus will provide such Services pursuant to a service agreement, software license, or other written agreement(s) presently in effect or entered into after the effective date of this Agreement between CCPlus and Covered Entity (collectively, "**Service Agreement**" or "**Service Agreements**").

(b) Except as otherwise limited in this Agreement, CCPlus may use Protected Health Information for the proper management and administration of CCPlus or to carry out the legal responsibilities of CCPlus.

(c) Except as otherwise limited in this Agreement, CCPlus may disclose Protected Health Information for the proper management and administration of CCPlus, provided that disclosures are Required By Law, or CCPlus 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 notifies CCPlus of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, CCPlus may use Protected Health Information to provide such Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(e) CCPlus may use and disclose Protected Health Information to report violations of law to appropriate state or Federal authorities, consistent with 45 CFR 164.502(j)(1).

(f) The following are the Services of CCPlus referred to in this Agreement:

(i) troubleshoot practice management software with applications that include administrative, financial and clinical applications, and digital imaging and radiography systems;

(ii) troubleshoot electronic commerce services, website hosting, supply procurement, credit card processing and other billing activities;

(iii) ongoing installation, setup, repair and troubleshooting of Network Equipment; and

(iv) other activities related to the Services set forth above.

3. Obligations and Activities of CCPlus:

(a) CCPlus agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement or as permitted or Required by Law.

(b) CCPlus agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical, and technical safeguards (as set forth in the Security Rule) that reasonably and appropriately protect the confidentiality and integrity (as set forth in the Security Rule), and the availability of Electronic Protected Health Information, if any, that it creates, receives, maintains, or transmits electronically on behalf of Covered Entity.

(c) CCPlus agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement or any Security Incident of which CCPlus becomes aware.

(d) CCPlus agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information, including Electronic Protected Health Information, agrees to the same restrictions and conditions that apply through this Agreement to CCPlus with respect to such information.

(e) CCPlus agrees to provide Covered Entity access, at Covered Entity's request and in the time and manner designated by CCPlus (provided that such time and manner shall also permit Covered Entity to comply with its obligations under the Privacy Rule), to Protected Health Information maintained in Designated Record Sets in order for Covered Entity to meet its requirements under 45 CFR 164.524.

(f) At the request of Covered Entity, CCPlus agrees to make, in the time and manner designated by CCPlus (provided that such time and manner shall also permit Covered Entity to comply with its obligations under the Privacy Rule), any amendment(s) to Protected Health Information maintained in Designated Record Sets that Covered Entity directs or agrees to pursuant to 45 CFR 164.526.

(g) CCPlus agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(h) CCPlus agrees to document disclosures of Protected Health Information 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 such disclosures pursuant to 45 CFR 164.528.

(i) CCPlus agrees to provide to Covered Entity, in the time and manner designated by CCPlus (provided that such time and manner shall also permit Covered Entity to comply with its obligations under the Privacy Rule), information collected in accordance with Paragraph 3(h) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information to the extent required under 45 CFR 164.528.

4. Obligations of Covered Entity:
(a) Covered Entity shall notify CCPlus with any limitations(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520 to the extent that such limitation may affect CCPlus' use or disclosure of Protected Health Information.

(b) Covered Entity shall provide CCPlus with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such change may affect CCPlus' use or disclosure of Protected Health Information.

(c) Covered Entity shall notify CCPlus of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CCPlus' use or disclosure of Protected Health Information.

(d) Covered Entity shall not request that CCPlus use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity; provided, however, that Covered Entity acknowledges that CCPlus may use Protected Health Information for data aggregation or management and administrative activities of CCPlus.

5. Term and Termination:
(a) *Term*. Unless sooner terminated as set forth below, the Term of this Agreement shall be from the date of execution of this Agreement and shall terminate on the effective date of termination of the Service Agreement, or, if more than one, the effective date of termination of the last such agreement to remain in effect between the parties.

(b) *Termination for Cause*. Upon either party's knowledge of a material breach by the other, the non-breaching party shall either:
(i) provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement by delivery of written notice if the breaching party does not cure the breach or end the violation within the reasonable time specified by non-breaching party; or
(ii) terminate this Agreement as soon as it desires by delivery of written notice if the breaching party has breached a material term of this Agreement and cure is not possible or the non-breaching party reasonably believes cure is not possible.

(c) *Effect of Termination*. Upon termination of this Agreement (i) if feasible, CCPlus shall return to Covered Entity, or destroy, all Protected Health Information received from, or created or received by CCPlus on behalf of, Covered Entity, that CCPlus still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible and (ii) Covered Entity shall cease providing any Protected Health Information to CCPlus, including through transmission of electronic transactions.

6. Miscellaneous:
(a) *Regulatory References*. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required. Notwithstanding any contrary provision in this Agreement, the occurrence of the date upon which persons or entities such as Covered Entity shall be required to comply with the applicable provisions of the Privacy Rule or the Security Rule, as specified therein, is a condition precedent to the activities and obligations of CCPlus set forth in Paragraph 3 hereof or elsewhere herein.

(b) *Survival*. The respective rights and obligations of CCPlus under Paragraph 5(c) of this Agreement shall survive the termination of this Agreement.

(c) *Interpretation*. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the Security Rule.

(d) *Written Notice*. Any notice from one party to the other required under this Agreement shall be in writing and shall be given to such party at such address indicated in the Service Agreement or such other address as such party may hereafter specify by notice to the other party.

(e) *Entire Agreement*. This Agreement contains the entire agreement and understanding between the parties regarding Protected Health Information. This Agreement can only be modified by written agreement duly signed by persons authorized to sign agreements on behalf of both CCPlus and Covered Entity.

(f) *Governing Law*. The construction and performance of this Agreement will be governed by applicable federal law and the laws of the State of Georgia.

(g) *Assignment*. This Agreement may not be assigned by either party without the written consent of the other party to this Agreement. Notwithstanding the foregoing, CCPlus may assign this Agreement to any successor in interest of all or substantially all of its assets.

(h) *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity, other than the parties hereto, any rights, remedies, obligations, or liabilities whatsoever.

ACKNOWLEDGEMENT OF ADDITIONAL REQUIREMENTS IMPOSED BY HITECH ACT
7. General Application Of Security Standards To CCPlus:
CCPlus acknowledges that sections 164.308, 164.310, 164.312, and 164.316 of title 45 of the Code of Federal Regulations (regarding administrative, physical and technical security standards), commonly referred to as the HIPAA Security Rule, shall apply to CCPlus in the same manner in which such sections apply to Covered Entity. The provisions of the HITECH Act that impose additional requirements and standards on Covered Entities with respect to health information security shall also be applicable to

CCPlus and shall be and by this reference hereby are incorporated into the Agreement.

8. Specific Security Obligation Of CCPlus:
A. CCPlus shall secure all Protected Health Information ("PHI") so as to render it unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued pursuant to the requirements of the HITECH Act, or;
B. CCPlus shall notify Covered Entity of any breach relating to Unsecured Protected Health Information, which notice shall be in compliance with the requirements of the HITECH Act and shall be given to Covered Entity at its designated address for receiving such notices, as soon as practicable and without unreasonable delay, and in no case no later than five (5) business days after such breach is discovered by CCPlus. Such notice shall include, to the extent possible, the identification of each individual who's Unsecured Protected Health Information has been, or is reasonably believed by CCPlus to have been breached, along with other available information that Covered Entity may be required to include in its notification to the individual. Notice to Covered Entity may be given by email, return receipt requested or certified mail, return receipt requested. If CCPlus learns subsequent to its initial notification to Covered Entity of any additional information that Covered Entity may need for its required notification to individuals, CCPlus shall promptly notify Covered Entity of such information in the same manner as specified above.
Furthermore, in the event of an unauthorized use or disclosure of PHI or a breach of Unsecured PHI, CCPlus shall mitigate, to the extent practicable, any harmful effects of said disclosure that are or should be known to it.
CCPlus agrees to ensure that any agent (including a subcontractor, to whom it provides PHI received from, or created or received by CCPlus on behalf of Covered Entity) agrees to the same restrictions and conditions that apply through this Amendment to CCPlus with respect to such information.

9. Limitations On Use Of Protected Health Information
CCPlus acknowledges that the HITECH Act, in addition to the original Agreement, requires it to use or disclose Protected Health Information only if such use or disclosure is in compliance with all applicable requirements of Section 164.504(e) of the Privacy Rule. The additional requirements of the HITECH Act that impose requirements and standards on Covered Entities with respect to privacy shall also be applicable to CCPlus and shall be and by this reference hereby are incorporated into any and all agreements between Covered Entity and CCPlus. Section 164.504(e)(1)(ii) of the HIPAA Privacy Rule shall apply to CCPlus in the same manner in which it applies to Covered Entity with respect to compliance with the standards in Sections 164.502(e) and 164.504(e) of the Privacy Rule, except in that in applying such Section 164.504(e)(1)(ii) each reference to CCPlus, with respect to a contract, shall be treated as a reference to the Covered Entity involved in such contract.