BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement') is entered into by and between

_____ (Business Associate)

and Munson Healthcare (defined as the following entities, subsidiaries and/or affiliates: Munson Healthcare; Kalkaska Memorial Health Center; Munson Dialysis Center; Munson Healthcare Cadillac Hospital; Munson Healthcare Charlevoix Hospital; Munson Healthcare Grayling Hospital; Munson Healthcare Manistee Hospital; Munson Healthcare Regional Foundation; Munson Medical Center; Munson Medical Group; Munson Home Care; Munson Home Health; Munson Home Services; Munson Services, Inc.; Munson Support Services; North Flight, Inc.; Munson Healthcare Otsego Memorial Hospital; Paul Oliver Memorial Hospital; Paul Oliver Foundation; Sixth Street Drugs) which shall be collectively referred to as "Munson".

A. HIPAA and HITECH Dominance.
In the event of a conflict or inconsistency between the terms of any other agreement between the parties and this Agreement, this Agreement controls. This Agreement is required by the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (found in Title XIII of the American Recovery and Reinvestment Act of 2009) , and their associated regulations ("HIPAA" and "HITECH"). The parties acknowledge and agree that, beginning with the effective dates under HIPAA and HITECH, Business Associate will comply with its obligations under this Agreement and with all obligations of a business associate under HIPAA, HITECH and any implementing regulations, as they exist at the time this Agreement is executed and as they are amended from time to time, for so long as this Agreement is in place. All Capitalized Terms used in this Agreement shall have the same definition as defined by HIPAA and HITECH.

B. Business Associate.
Business Associate is directly subject to and must independently comply with the business associate provisions of HIPAA and HITECH notwithstanding the provisions contained in this Agreement. This Agreement applies to all services and relationships between Munson and Business Associate.

C. Protected Health Information.
Any Protected Health Information ("PHI") as defined by HIPAA that was collected, created or received from or on behalf of Munson is PHI. For purposes of these obligations PHI means all PHI in Business Associate's possession or under its control (e.g., agents) and all PHI collected, created or received by Business Associate or its agents on or after the effective date of this Agreement.

D. Employees, Subcontractors, Agents and Disciplinary Action.
1. Acts / Omissions. Business Associate will be responsible for all actions and/or omissions by its employees, Subcontractors and/or agents and is liable to third

parties and Munson for any violation of patients' privacy or security by any person granted access or receive data through Business Associate.

2. Employees. Business Associate agrees to instruct its employees and temporary agency employees regarding the confidentiality, privacy and security of PHI. Business Associate shall not disclose to its employees or permit them to access, view, obtain copy, review or use any PHI that is not necessary to their services to Munson. Business Associate agrees to maintain strict performance standards, including disciplinary actions, with respect to wrongful access to, copying, viewing, misuse or disclosure of PHI.
3. Agents and Subcontractors. If applicable, Business Associate shall ensure that any of its agent(s) and Subcontractor(s) (if agents or Subcontractors are permitted) that create, receive, maintain, or transmit PHI agree in writing to the same restrictions, conditions and requirements that apply to Business Associate with respect to such PHI, and in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2). Business Associate agrees to make a list of such agents and Subcontractors available to Munson upon request.
4. Administrative and Disciplinary Action. Business Associate will take appropriate administrative and disciplinary action with respect to the applicable employees, Subcontractors or agents if a privacy and/or security violation is substantiated.
5. Notification of Changes. Business Associate must promptly notify the Munson Security Officer, or other specified department, if any of its employees or agents who have access to Munson Information Systems, a Munson's Network connection, or applications and no longer need or are eligible for access and/or connection due to leaving the Contractor, changing their job duties or for any other reason.
6. Monitoring. Business Associate will monitor the appropriateness of its employees and agents activities within Munson Information Systems and/or the Munson Network by methods including any reports or tools provided by Munson.

E. Permissible Uses and Disclosures of PHI.

1. Using and Disclosing PHI. Business Associate may use or disclose PHI only as permitted by this Agreement or as required by law. Business Associate may use PHI only to directly perform services pursuant to any underlying agreement(s) for products or services with Munson.
2. Business Associate's Internal Management Uses of PHI. Business Associate may use PHI for internal management and administration of Contractor, but only in connection with the direct performance by Business Associate through its employees of services for Munson pursuant to this Agreement.
3. Minimum Necessary. Business Associate is permitted to access and use only the minimum necessary PHI to the extent required to perform its duties under this Agreement. Business Associate agrees not to use or store PHI or identifying information (e.g., name, date of birth, etc.) if the information can be removed and is not essential to the services to be provided.
4. Handling PHI. Business Associate further agrees to return or destroy any PHI that is erroneously shared or delivered to Business Associate.
5. Data Aggregation. Business Associate is permitted to use PHI for data aggregation for the health care operations of Munson, upon written request of Munson.
6. De-Identified – Business Associate Use for Own Purposes. Business Associate agrees not to use data that identifies Munson or PHI for its own purposes or for

the benefit of its other customers, including de-identified PHI (as defined by HIPAA) without Munson's prior written consent.

F. Additional Obligations of Business Associate.

1. Designated Record Set. Business Associate shall make available PHI in a designated record set to Munson within 5 calendar days of any such request as necessary to satisfy Munson's obligations under 45 CFR 164.524.
2. Safeguards. Business Associate agrees to implement appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of all PHI. Business Associate agrees to implement appropriate electronic security practices for Munson PHI, which is transmitted, stored, received, or used in electronic form, in compliance with Subpart C of 45 CFR Part 164, to prevent use or disclosure of PHI other than as permitted by this Agreement.
3. Business Associate will report to Munson any Use or Disclosure, or suspected Use or Disclosure, of PHI not provided for by this Agreement within 24 hours of becoming aware of same, including Breaches of Unsecured PHI, and any Security Incident of which it becomes aware. The content of said reports shall comply with 45 CFR 164.410(c).
4. Notice of Legal Contact. Business Associate shall notify Munson in writing within 5 calendar days of a disclosure request and shall only disclose Munson PHI with Munson's express written consent such disclosure is required by law.
5. Pattern of Activity. If Business Associate becomes aware of a pattern of activity or practice by Munson that constitutes a material breach or violation of Munson's obligations under this Agreement, Business Associate will notify Munson of the same.
6. Business Associate shall maintain and make available the information required to provide an Accounting of Disclosures to Munson as necessary for Munson to satisfy its obligations under 45 CFR 164.528 within 5 calendar days of any such request from Munson.
7. Notice of Patient Contact. Business Associate shall notify the privacy officer of Munson within 5 calendar days if an Individual contacts Business Associate in connection with the Individual's PHI.
8. Assistance. Business Associate shall, at any time during this Agreement, make Munson PHI in its possession or under its control available to Munson within 5 calendar days of a Munson request.
9. Electronic Health Records Related to Treatment, Payment, or Operations. In the case of a direct request for an accounting from an individual to Business Associate related to treatment, payment or operations disclosures through electronic health records, Business Associate shall provide such accounting to the individual in accordance with the applicable effective date of Section 13405(c) of HITECH. Business Associate shall document such disclosures and provide Munson notice of the disclosure.
10. Amendments. Business Associate will make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR 164.526.
11. To the extent Business Associate is to carry out one or more of Munson's obligations under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Munson in the performance of such obligations.

G. Breach Investigation and Notification.

1. Upon receipt of a report an actual or suspected Breach or Security Incident from Business Associate, Munson shall determine whether a Risk Assessment should be conducted, and if so, which entity (Munson or the Business Associate) is the appropriate party to conduct the Risk Assessment under the circumstances. Business Associate shall comply with all requests and directives of Munson in this regard.
2. If a Risk Assessment is conducted and it is determined that a Breach has occurred, Munson shall determine the appropriate party to notify the affected Individuals, the Department of Health and Human Services, and if necessary, the media. If it is determined that the Business Associate is the appropriate party to prepare and issue the notice, then Business Associate shall do so at its sole cost and within the time period specified by HIPAA. Business Associate shall provide Munson with a draft copy of the Breach Notification letter for its review and approval at least 10 days in advance of the deadline. No Breach Notification letter shall be issued without Munson's written approval of same. In the event that Munson has reasonable cause to anticipate that Business Associate is not sufficiently performing its obligations under this paragraph, then Munson may, in its sole discretion, take over these obligations and invoice Business Associate for its costs associated with performing these obligations.

H. Security, Reporting, Mitigation and Termination.

1. Suspension and Termination. Business Associate will immediately suspend or terminate its employee's, agent's or Subcontractor's access to Munson's Information Systems and/or connection to a Munson Network in the event of a suspected or actual violation, and will not reinstate access and/or connection privileges until Munson has agreed in writing to the reinstatement of these privileges.
2. Immediate Termination of Right to Access / Network Connection. Business Associate acknowledges that Munson has, at its sole discretion, the right to immediately terminate any of the Business Associate's employees, agents or Subcontractors' right to access any aspect of Munson's Information System and/or Network connection in the event of Business Associate's improper use of Munson's Information System and/or Network connection, Business Associate's failure to maintain the confidentiality of Munson or patient information, failure to maintain patient privacy or failure to safeguard and protect the security of the Information Systems and/or Network connection, or Munson's patient or business information.

I. Notices.

All notices and reports required under this Agreement shall be provided in writing, and Business Associate shall retain proof of transmission, to the following persons on behalf of Munson:

Munson Privacy Officer: privacyofficer@mhc.net
Munson Security Officer: securityofficer@mhc.net

J. Amendment.

The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of HIPAA and/or HITECH and any other applicable law.

K. Access for Audit.
Business Associate shall make its internal practices, books and records relating to the use and disclosure of any PHI available to Munson, the Secretary of the Department of Health and Human Services, and to other authorized government investigators for purposes of determining Business Associate's and Munson's compliance with HIPAA. Business Associate agrees that Munson has the right to audit, investigate, monitor, access, review and report on Business Associate's use of any Munson PHI, with or without advance notice or knowledge from Munson.

L. Assignment.
Business Associate may not assign any rights, nor may it delegate its duties, under this Agreement without the express written consent of Munson.

M. Laws.
Business Associate also will comply with all federal and state security and privacy laws applicable to Business Associate and more protective of individual privacy than are the HIPAA and / or HITECH.

N. Injunctive Relief.
Business Associate acknowledges and stipulates that its, including its agents and/or subcontractors, unauthorized use or disclosure of PHI while performing services pursuant to this Agreement may cause irreparable harm to Munson, and in such event, Munson will be entitled, if it so elects, to institute any type of proceeding in any court of competent jurisdiction in equity, to seek injunctive relief.

O. Termination of Relationship for Failure to Comply.
1. Immediate Termination and Cure. Munson may immediately terminate its relationship with Business Associate upon written notice to Business Associate without damages or liability to Business Associate if Munson determines that Business Associate has violated a material requirement related to HIPAA and/or HITECH. Munson, at its option and within its sole discretion, has the right to take reasonable steps to cure the breach and/or may (a) allow Business Associate to take steps to cure the breach, and (b) in the event of such a cure, elect to keep the relationship in force.
2. PHI Obligations upon Termination or Expiration. Unless Business Associate is required by law to maintain PHI, Business Associate shall return (and not retain any copies of) all PHI in its possession or under its control within 30 days after the termination/expiration of this Agreement. If Business Associate is unable to return PHI, then Business Associate shall notify Munson of the reasons for being unable to return PHI in writing and must, at a minimum, maintain PHI as required by this Agreement and HIPAA and/or HITECH for so long as the Munson PHI exists. Business Associate shall not transfer possession of Munson PHI without prior written approval of Munson. If at any time Business Associate determines it is unable to protect Munson PHI, Business Associate shall destroy all Munson PHI

and all copies and maintain proof of such destruction. Business Associate's obligations under this paragraph shall survive the termination of this Agreement.

3. Munson may terminate this Agreement effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, HITECH, or other security or privacy laws or (ii) there is a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, HITECH, or other security or privacy laws in any administrative or civil proceeding in which Business Associate is involved.
4. Termination of Other Agreements. If this Agreement is terminated for any reason, Munson or Business Associate also may terminate any or all other agreements between the parties. This provision shall supersede any termination provision to the contrary which may be set forth in any other agreement.

Authorized representatives of the parties have executed this as of the last day written below.

MUNSON

Signature: _____

Printed Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

Signature: _____

Printed Name: _____

TAX ID Number_____

Title: _____

Date: _____