

Primary Billing / Finance Contact			
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**EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE ADDENDUM (the “**Agreement**” or “**BAA**”) supplements and is made a part of the Participating Physician Practice Agreement (“**Underlying Agreement**”) by and between Practice (“**Covered Entity**”) and Hackensack Meridian Health Partners (“**Business Associate**”) and is effective as of the effective date of the Underlying Agreement (the “**Effective Date**”). Covered Entity and Business Associate are sometimes referred to herein as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, Business Associate has contracted with physician practice groups, including Covered Entity, that employ physicians and other licensed health care providers who have agreed to participate in Business Associate’s Network for purposes of Business Associate’s Clinical Integration Program and Payor Contracts; and

WHEREAS, if and only to the extent that Business Associate uses and/or discloses protected health information (“PHI”) in connection with the Underlying Agreement, or otherwise performs a function that is subject to protection under Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act; Business Associate will comply with the responsibilities set forth herein;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

Terms used herein, but not otherwise defined, shall have meaning ascribed by the Underlying Agreement or by 45 C.F.R. parts 160, 162, and 164. Should any term set forth in the Underlying Agreement or in 45 C.F.R Parts 160, 162 or 164 conflict with any defined term herein, the definition found in the Underlying Agreement or 45 C.F.R. Parts 160, 162 and 164 shall prevail, with the regulatory definition controlling.

ARTICLE 2 - BUSINESS ASSOCIATE OBLIGATIONS

Business Associate agrees to comply with applicable federal confidentiality and security laws, specifically the provisions of the HIPAA Rules and the HITECH Act applicable to business associates, including:

2.1 Use and Disclosure of PHI. Except as otherwise permitted by this Agreement, the HIPAA Rules, or applicable law, Business Associate shall not make any uses or disclosures of PHI except as necessary to provide services to, or on behalf of, Covered Entity as described in the Underlying Agreement, and shall not use or disclose PHI that would violate the HIPAA Rules or HITECH Act if

used or disclosed by Covered Entity; provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities, consistent with Covered Entity's minimum necessary policies and procedures. Business Associate may not use or disclose PHI which it creates, receives, maintains or transmits for or on behalf of the Covered Entity for any purpose except as otherwise provided by the Agreement and this BAA. Business Associate agrees to review and understand any state privacy and security laws to the extent that such laws are not preempted by HIPAA, as may be amended from time to time. Business Associate acknowledges that it shall comply specifically with the HIPAA Security Rule, and, to the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, it shall comply with the requirements of the Privacy Rule which apply to Covered Entity in the performance of such obligation(s). Business Associate shall in such cases:

2.1.1 provide information to members of its workforce using or disclosing PHI regarding the confidentiality requirements in the HIPAA Rules and this Agreement;

2.1.2 obtain reasonable assurances, in writing from the person or entity to whom the PHI is disclosed that: (i) the PHI will be held in confidence and further used and disclosed only as required by law or for the purpose for which it was disclosed to the person or entity; and (ii) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and

2.1.3 agree to notify the Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules or HITECH Act.

2.2 Marketing; Sale of PHI. Business Associate may not use or disclose PHI for marketing purposes. Marketing includes any communication which would encourage the recipient to use or purchase a product or service. Business Associate may not use or disclose PHI where it has directly or indirectly received remuneration, financial or otherwise, from or on behalf of the recipient of the PHI in exchange for the PHI. "Sale" is not limited to circumstances where a transfer of ownership occurs, and would include access, license or lease agreements.

2.3 Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity to Agent, or another subcontractor, Business Associate shall contractually require Agent, or the subcontractor, to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall contractually require that Agent, or any subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of a subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors which will have access to Covered Entity's PHI will be specifically advised of, and will comply in all respects with, the applicable terms of this Agreement.

2.4 Safeguards. Business Associate agrees to maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law. Business Associate shall comply with Subpart C of 45 CFR Part 164 of HIPAA. Business Associate shall implement, and shall contractually require that Agent and other subcontractors implement

administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

2.5 Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees as follows:

2.6 Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. Under the HIPAA Rules, Covered Entities are required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. If Covered Entity maintains the requested records, it, rather than Business Associate, shall permit access according to its policies and procedures implementing the HIPAA Rules.

2.7 Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Such accounting is limited to disclosures that were made in the six (6) years prior to the request unless required by HITECH (not including disclosures prior to the compliance date of the HIPAA Rules) and shall be provided for as long as Business Associate maintains the PHI.

2.9 Internal Practices, Policies, and Procedures. Except as otherwise specified herein, Business Associate shall make its internal practices, books, records, policies and procedures and service, related to the use and disclosure of PHI received from or on behalf of Covered Entity available to the Secretary of the Department of Health and Human Services, or its agents or subcontractors, for the determination of the Business Associate's compliance with HIPAA. To the extent permitted by law, the Business Associate shall provide a copy of information provided to the Secretary to the Covered Entity.

2.10 Minimum Necessary. Whenever required by HITECH, Business Associate shall attempt to ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.

2.11 Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

2.12 Security Incident/Unauthorized Disclosure of PHI. Business Associate shall report to Covered Entity, pursuant to the HITECH Act, any instances, including Security Incidents, of which it is aware in which PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules. Business Associate shall be considered aware of a Breach or Security Incident as of the first day on which such Breach or Security Incident is known to Business Associate; this shall include notification to Business Associate by a Subcontractor of a Breach or Security Incident. In the event that Business Associate knows of any breach of Unsecured PHI (i.e., PHI was inappropriately used, disclosed, released, or obtained), Business Associate shall notify Covered Entity in writing within five (5) calendar days of such breach. Notification shall include, to the extent known, detailed information about the breach, including, but not limited to, the nature and circumstances of such breach, the means by which PHI was or may have been breached (e.g., stolen laptop; breach of security protocols; unauthorized access to computer systems, etc.), the names and contact information of all individuals whose PHI was used, disclosed, released, or obtained in violation of this Agreement, and such other information as Covered Entity may reasonably request. Any delay in notification must include evidence demonstrating the necessity of the delay. Business Associate shall not be required to report an immaterial incident consisting solely of trivial incidents that occur on a daily basis, such as scans, “pings,” or an unsuccessful attempt to improperly access PHI that is stored in an information system under its control; provided, however, Business Associate shall maintain logs of such incidents and make such logs available to Covered Entity upon written request. The party responsible for the breach shall bear the cost of any required notifications and corrective actions (e.g. credit monitoring services).

In accordance with 45 CFR § 164.402, any acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule is presumed to be a Breach unless it can be demonstrated that a low probability exists that the PHI has been compromised. Covered Entity shall have the final and exclusive right to make determinations as to whether a Breach has occurred requiring notification under the Breach Rule. In no case shall any reporting be delayed pending Business Associate’s internal risk assessment of whether an unauthorized use or disclosure resulted in a low probability that the PHI has been compromised.

2.13 HIPAA Security Rule. With regard to its use and/or disclosure of PHI, Business Associate shall, at its own expense:

2.13.1 implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity or its affiliates and at a minimum comply with those applicable safeguards in 45 CFR Section 164;

2.13.2 ensure that Agent and any and all of Business Associate’s other subcontractors or agents to whom the Business Associate provides PHI agree in writing to implement reasonable and appropriate safeguards consistent with the requirements of 2.12.1, above, to protect such PHI; and

2.13.3 report promptly to Covered Entity any Security Incident (as defined in 45 CFR Section 164.304) relating to PHI created, received, maintained or transmitted in regards to Covered Entity, of which Business Associate becomes aware, subject to the limitations in Section 2.11 above.

2.14 Data Aggregation. As may be applicable, Business Associate is permitted to use and disclose PHI for data aggregation purposes for or on behalf of the Covered Entity, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under HIPAA and the underlying Agreement.

2.15 De-identified Information. Business Associate may use and disclose de-identified health information if (i) the intended use is disclosed to and permitted in writing by the Covered Entity, and (ii) the de-identification is in compliance with 45 C.F.R. §164.502(d) and meets the standard and implementation specifications for de-identification under 45 C.F.R. §164.514(a) and (b) and guidance issued thereafter by HHS.

ARTICLE 3 - COVERED ENTITY OBLIGATIONS

3.1 If deemed applicable by Covered Entity, Covered Entity shall:

3.1.1 provide Business Associate a copy of its Notice of Privacy Practices (“Notice”) in accordance with 45 C.F.R. 164.520 (“Notice of Privacy Practices”) as well as any changes to such Notice;

3.1.2 provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate’s permitted or required uses and/or disclosures;

3.1.3 notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of protected health information;

3.1.4 notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate; and

3.1.5 if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of Covered Entity’s policies and procedures related to an Individual’s right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI.

ARTICLE 4 - TERM AND TERMINATION

4.1 Term. The term of this BAA shall begin on the Effective Date and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to the Covered Entity, or, if it is not feasible to return or destroy PHI, protections are extended to such PHI, in accordance with the provisions in Section 4.3.

4.2 Termination for Cause. Upon Covered Entity’s knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate: (A) this Agreement; and (B) all of the provisions of the Underlying Agreement that involve the use or disclosure of Protected Health Information.

4.3 Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, and which may be maintained by Business Associate or any Subcontractor of Business Associate in any form or format. Where Business Associate is unable to return PHI to the Covered Entity, Business Associate shall certify to the Covered Entity in writing that such PHI has been appropriately destroyed as required by the Security Rule. If Business Associate

determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI and limitations of this BAA in accordance with Subpart C of 45 CFR Part 164.

ARTICLE 5 – MISCELLANEOUS

5.1 Mitigation. If Business Associate violates this Agreement or the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.

5.2 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules. The provisions of this Agreement shall prevail over the provisions of any other agreement, including the Underlying Agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.

5.3 Amendment. Except as provided in this Section 6.3, no supplement, modification, or amendment of any term, provision, or condition of this Agreement will be binding or enforceable unless executed in writing by the Parties. Notwithstanding the foregoing, the Parties acknowledge that the HITECH Act imposes new requirements on business associates and their Subcontractors and agents with respect to the privacy and security of PHI and notification of breaches involving Unsecured PHI and contemplates that such requirements shall be implemented by regulations to be adopted by HHS. Those provisions of the HITECH Act and the final regulations implementing the HITECH Act that are applicable to business associates and their Subcontractors and agents are collectively referred to herein as the “HITECH BA Provisions”. Business Associate hereby acknowledges and agrees to comply with HITECH BA Provisions applicable to a business associate as mandated by HIPAA and the HITECH BA Provisions commencing on the applicable effective date of each such provision. Covered Entity and Business Associate each further agree that the provisions of HIPAA and HITECH, including the HITECH BA Provisions, that apply to business associates, and that are required to be incorporated into a business associate agreement, are hereby incorporated into this Agreement as if set forth in this Agreement in their entirety and are effective as of the applicable effective date.