

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this “**Agreement**”) is made and executed as of the dates set forth below next to the parties’ signatures, effective as of the __ day of __, 20__ by and between _____ including its affiliates (together “**Covered Entity**”), and Corcoran Consulting Group, LLC (“**Business Associate**”).

RECITALS

- A. Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “**Business Arrangements**”), including but not limited to the Consulting Agreement, pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law;
- B. Pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the U.S. Department of Health & Human Services (“**HHS**”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “**Privacy Standards**”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “**covered entity**,” or collectively, “**covered entities**”) to protect the privacy of certain individually identifiable health information (“**Protected Health Information**,” or “**PHI**”);
- C. Pursuant to HIPAA, HHS has issued the Security Standards (the “**Security Standards**”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“**EPHI**”);
- D. Covered Entity, is a Covered Entity as defined by HIPAA, and in order to protect the privacy and security of PHI, including EPHI, the Privacy Standards and Security Standards require Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of Covered Entity if such services require access, creation, use or disclosure of PHI or EPHI;
- E. The federal Health Information Technology for Economic and Clinical Health Act (the “**HITECH Act**”) imposes certain privacy and security obligations on covered entities in addition to the obligations created by the Privacy and Security Standards;
- F. The HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates;

G. The HITECH Act requires that certain of its provisions be included in business associate agreements and that certain requirements of the Privacy Standards be imposed contractually upon covered entities as well as business associates;

H. Business Associate and Covered Entity desire that Business Associate obtain access to such PHI and/or EPHI in accordance with the terms specified herein, whether such access occurs from Covered Entity or Business Associate; and

I. Business Associate and Covered Entity desire to enter into this Business Associate Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. Certain Definitions.

1.1 All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality Requirements").

1.2 All references to PHI herein shall be construed to include EPHI.

2. Business Associate Obligations.

2.1 Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. Business Associate shall not use or disclose (or permit the use or disclosure of) PHI (a) in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner or (b) other than as permitted or required by this Agreement or as required by law.

2.2 Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement.

2.3 Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 CFR §§ 164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act.

2.4 To the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PHI.

2.5 Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate’s response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

3. Use of PHI.

3.1 Except as otherwise required by law, Business Associate shall use PHI (a) solely for Covered Entity’s benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements; and (b) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law.

3.2 Covered Entity shall retain all rights in the PHI not granted herein.

3.3 Except to the extent (a) necessary to perform its obligations under the Business Arrangements or (b) expressly permitted elsewhere herein, Business Associate may not de-identify PHI received from, or created on behalf of, Covered Entity without the express written authorization of Covered Entity.

3.4 Business Associate may de-identify PHI in accordance with 45 CFR 164.514(a)-(c) such that such information no longer identifies an individual and there is no reasonable basis to believe that the information can be used to identify an individual (as further contemplated by 45 CFR 164.514(a) – (c), “De-Identified Information”), provided that any such De-Identified Information may be used solely for Business Associate’s benefit and only for the purpose of the proper management and administration of Business Associate, provided that such uses are permitted under federal and state law. Subject to the foregoing limitations, the Business Associate shall be the sole owner of all De-Identified Information.

4. Disclosure of PHI.

4.1 Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third-party persons or entities as necessary to perform its obligations under the Business Arrangements and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business

Associate, provided that (a) such disclosures are required by law or (b) Business Associate: (i) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party and (ii) agrees to immediately notify Covered Entity of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements.

4.2 Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed. Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets.

4.3 If Business Associate discloses PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, “Subcontractors or Other Recipients”), Business Associate shall require Subcontractors or Other Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement.

4.4 Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within a reasonable period of time of Business Associate becoming aware of such use or disclosure. In addition to Business Associate’s obligations under Section 10, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

5. Individual Rights Regarding Designated Record Sets.

5.1 If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (a) provide access to, and permit inspection and copying of, PHI by Covered Entity or, if so directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 C.F.R. § 164.524, as it may be amended from time to time, and (b) amend PHI maintained by Business Associate as requested by Covered Entity.

5.2 Business Associate shall respond to any request from Covered Entity for access by an individual within a reasonable period of time from the date of such request and shall make any amendment requested by Covered Entity within a reasonable period of time of such request. Any information requested under this Section 5 shall be provided in the form or format requested if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate’s labor costs in responding to a request for electronic

information (or a cost-based fee for production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate, or an exception applies.

5.3 Business Associate shall notify Covered Entity within a reasonable period of time from the date of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for receiving requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

6. Accounting of Disclosures.

6.1 Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 C.F.R. § 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable fee based on Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) may be charged for subsequent accountings within the same twelve (12) month period so long as Business Associate informs Covered Entity and Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6.2 Business Associate shall notify Covered Entity within five (5) days of receipt of any request from an individual for an accounting of disclosures.

7. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (a) the individual revokes such authorization in writing; (b) the effective date of such authorization has expired; or (c) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

8. **Records and Audit.** Business Associate shall make available to HHS or its agents, its internal practices, books, and records relating to the use and disclosure of PHI accessed, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements, such internal practices, books and records to be provided in the time and manner designated by HHS and its agents. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity

immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state, and local government authorities served upon Business Associate for PHI subject to this Agreement.

9. **Confidentiality.** Business Associate shall take any steps reasonably required, including, but not limited to, those actions enumerated herein, to (a) protect PHI from unauthorized uses or disclosures; and (b) maintain the confidentiality and integrity of PHI.

10. **Data Breach Notification and Mitigation.**

10.1 **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. § 164.402 (hereinafter a “HIPAA Breach”). The Parties acknowledge and agree that 45 C.F.R. § 164.404, as described below in this Section 10.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 10.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer, or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity, as appropriate, to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (a) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (b) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (c) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (d) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (e) appoint a liaison and provide contact information for same so that Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (a) through (e), above.

10.2 Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 10.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (a) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (b) cooperate and assist Covered Entity with any investigation(s) into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (c) comply with Covered Entity’s determinations regarding the parties’ obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (d) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

10.3 Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against any and all losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys’ fees actually incurred) (collectively, “Information Disclosure Claims”) arising from or related to: (a) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law; and (b) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information. If Business Associate assumes the defense of an Information Disclosure Claim, then Covered Entity shall have the right, at its expense, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate’s own acts, failures or omissions.

11. Term and Termination.

11.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 11, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

11.2 Any party to this Agreement may immediately terminate this Agreement and shall have no further obligations to the other party (the “Breaching Party”) hereunder if any of the following events shall have occurred and be continuing:

(i) The Breaching Party fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Breaching Party; or

(ii) A violation by the Breaching Party of any provision of the Confidentiality Requirements or applicable federal or state privacy law relating to the obligations of the Breaching Party under this Agreement.

11.3 Termination of this Agreement for either of the reasons set forth in Section 11.2 above shall be cause for Covered Entity to immediately terminate the Consulting Agreement for cause.

11.4 Upon the termination of all Business Arrangements, either party may terminate this Agreement by providing written notice to the other party.

11.5 Upon termination of this Agreement for any reason, Business Associate agrees to return all PHI to Covered Entity and/or, if so requested by Covered Entity, to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. Business Associate shall timely provide the Covered Entity a certification of what PHI was destroyed. In the case of PHI which is not feasible to “return or destroy,” Business Associate shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

12. No Warranty. PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN “AS IS” BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

13. Ineligible Persons. Business Associate represents and warrants to Covered Entity and its affiliates that Business Associate, its officers and directors (a) are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) (the “Federal Health Care Programs”); (b) have not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Health Care Programs; and (c) are not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in

the status of the representations and warranty set forth in this Section. Any breach of this Section shall give the Covered Entity the right to terminate this Agreement or any Business Arrangement between Covered Entity and Business Associate immediately for cause.

14. Miscellaneous.

14.1 **Governing Law.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Missouri, without reference to principles governing choice or conflicts of laws. In addition, the parties hereby consent to the jurisdiction of the courts of the State of Missouri and to venue in Greene County, State of Missouri as the exclusive forum and venue for resolution of disputes under this Agreement and waive any defenses or objections to such jurisdiction based upon lack of in personam jurisdiction, forum non conveniences or otherwise.

14.2 **Amendment.** No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure herefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought.

14.3 **Non-Waiver.** The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

14.4 **Assignment.** Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns.

14.5 **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

14.6 **Interpretation.** No provision of this Agreement will be interpreted in favor of, or against, either of the parties hereto by reason of the extent to which either such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision

is inconsistent with any prior draft hereof or thereof. Unless otherwise specified in this Agreement, any "day" refers to a calendar day.

14.7 **Notices.** All notices, requests, consents and demands shall be given to or made upon the parties at each party's principal business address c/o its President (if a corporation) or c/o its Manager (if a limited liability company), or at such other address as a party may designate in writing delivered to the other party. All notices, requests, consents and demands shall be given or made by personal delivery, by Federal Express (or another similar national courier service), or by certified first class mail, return receipt requested, postage prepaid, to the party addressed as aforesaid. If mailed, such notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee (or the date of refusal of delivery) or the third business day following the date upon which it is sent by certified first class mail, return receipt requested, or the next business day after it is sent by Federal Express (or another similar national courier service) marked for next business day delivery, addressed as aforesaid.

14.8 **Non-Execution; Authority.** This Agreement shall not be or become effective until duly executed by both of the parties hereto. Each party signing in a representative capacity represents and warrants that he/she has authority to bind the represented party.

14.9 **Counterparts; Signature.** This Agreement may be executed by the parties hereto on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart. Further, any signature sent by facsimile or email on any counterpart of this Agreement shall be deemed to be an original signature for all purposes and shall fully bind the party whose facsimile or email signature appears on the counterpart.

14.10 **Nature of Agreement.** Nothing in this Agreement shall be construed to create (a) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (b) a relationship of employer and employee between the parties. This Agreement does not express or imply any commitment to purchase or sell goods or services.

14.11 **Equitable Relief.** Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity deems appropriate. Such right of Covered Entity is in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

14.12 **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and

supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are stricter with respect to PHI and comply with the Confidentiality Requirements (in which case such other terms instead shall apply), or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on any party to this Agreement; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that Business Associate believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, the parties agree to amend this Agreement to comply with such law, regulation, court decision or government publication, guidance or policy. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below next to each party's signature, but to be effective as of the Effective Date defined herein.

COVERED ENTITY

BUSINESS ASSOCIATE:

CORCORAN CONSULTING GROUP, LLC

Signed: _____

Signed:  _____

By: _____

By: William B. Rabourn, Jr., Manager _____

Dated: _____

Dated: _____