

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made by and between MCG HEALTH, LLC ("Business Associate") and NORTHERN LAKES CMH ("Covered Entity"), effective this 5/16/2025 (the "Effective Date").

RECITALS

A. Covered Entity is a Covered Entity and is therefore subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, including the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule"), and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") enacted as part of the American Recovery and Reinvestment Act of 2009 and its implementing regulations (collectively, the Privacy Rule, Security Rule, and HITECH and its implementing regulations, shall be referred to herein as "HIPAA").

B. Protected Health Information, as defined below, received from Covered Entity or created, accessed, received, maintained or transmitted by Business Associate on behalf of Covered Entity may be needed for Business Associate to perform its obligations pursuant to the applicable agreement or agreements, such as the Master License Agreement, entered into between MCG and Northern Michigan Regional Entity, including the above named Covered Entity, and as may be amended from time to time (collectively the "Underlying Agreement").

C. To the extent Business Associate needs to access Protected Health Information to perform its obligations pursuant to the Underlying Agreement, it will be acting as a Business Associate of Covered Entity and will be subject to certain provisions of HIPAA.

D. Business Associate and Covered Entity wish to set forth their understandings with regard to the use and disclosure of Protected Health Information by Business Associate so as to comply with HIPAA.

AGREEMENTS

In consideration of the Recitals and the mutual agreements below, the parties agree as follows:

1. Defined Terms. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA, except that "Protected Health Information" or "PHI" shall generally have the meaning as set forth in HIPAA at 45 CFR §160.103 but, for the purposes of this Agreement, shall be limited to information created or received by Business Associate from or on behalf of Covered Entity pursuant to the Underlying Agreement. "Protected Health Information" or "PHI" shall also include "Electronic PHI" or "ePHI".

2. Business Associate's Obligations and Permitted Activities.

(a) Business Associate agrees to request, use, or further disclose PHI only as permitted or required by this Agreement, the Underlying Agreement, as permitted by Covered Entity in writing, or as Required by Law.

(b) Business Associate agrees to comply with the Security Rule with respect to electronic PHI and use reasonable safeguards designed to prevent use or disclosure of PHI other than as provided for by this Agreement.

(c) In using, disclosing or requesting PHI, Business Associate shall comply with the minimum necessary requirements contained within the Privacy Rule.

(d) Business Associate agrees to report to Covered Entity, without unreasonable delay and in no case later than ten (10) business days following actual knowledge by Business Associate:

(i) Any use or disclosure of PHI not provided for by this Agreement.

(ii) Any Security Incident involving PHI of which Business Associate becomes aware; provided, however, that the parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents of which no additional notice to Covered Entity shall be required. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of Covered Entity's electronic PHI.

(iii) Any Breach of Unsecured PHI, as defined in 45 CFR § 164.402. Following the initial notification of any such Breach of Unsecured PHI as noted above, Business Associate shall provide, within a reasonable period of time, but not later than thirty (30) business days after providing the initial notice, a written report to Covered Entity that includes, as known: [A] a brief description of what happened, including the date of occurrence and the date of the discovery by Business Associate; [B] a description of the PHI affected, including the names of any Individuals whose PHI has been or is reasonably believed to have been accessed, acquired or disclosed and the types of PHI involved (such as full name, social security number, date of birth, home address, account numbers, etc.); and [C] a brief description of what Business Associate has done to investigate the Breach of Unsecured PHI, to mitigate harm to Individuals, and to protect against any further Breaches of Unsecured PHI. Business Associate also shall provide to Covered Entity any other available information Covered Entity is required to include in its notification to affected Individual(s). Notwithstanding the foregoing, if a law enforcement official requests that Business Associate delay, in accordance with 45 CFR § 164.412, notification to covered entities, Business Associate may delay notifying Covered Entity, for the applicable time period.

(e) Business Associate agrees to require that any Subcontractor to whom it delegates a function, service or activity under the Underlying Agreement, and that creates, accesses, receives, maintains or transmits PHI on behalf of Business Associate, agrees, in writing, to no less restrictive restrictions and conditions as those that apply to Business Associate under HIPAA with respect to such PHI.

(f) Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary, upon written request, for purposes of assessing Covered Entity's compliance with HIPAA.

(g) If the Underlying Agreement requires Business Associate to maintain PHI in a Designated Record Set under its custody and control on behalf of Covered Entity, Business Associate agrees to, at Covered Entity's written request: (i) provide access to such PHI in order to assist Covered Entity in meeting its obligations under the Privacy Rule, and (ii) make any amendment(s) to such PHI as Covered Entity so directs or agrees to pursuant to the Privacy Rule.

(h) Subject to any applicable exceptions under 45 C.F.R. §164.528, Business Associate agrees to maintain and make available to Covered Entity information required to provide an accounting of disclosures of PHI made by Business Associate as necessary for Covered Entity to satisfy its obligations under HIPAA.

(i) Business Associate may use and disclose PHI for Business Associate's proper management and administration or to carry out legal responsibilities of Business Associate if (i) Required by Law or (ii) Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that (i) 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 (ii) the person will notify Business Associate of any instances of which it is aware in which the confidentiality of PHI has been breached. Business Associate also may make disclosures that are Required by Law.

(j) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by the Privacy Rule.

(k) Business Associate may,

(i) De-identify PHI in accordance with the requirements of the Privacy Rule.

(ii) Create a Limited Data Set for the purpose of performing its obligations pursuant to the Underlying Agreement, provided that Business Associate:

[a] Does not use or further disclose PHI contained in the Limited Data Set except as necessary to perform its obligations pursuant to the Agreement or as provided for in this Agreement or otherwise Required By Law;

[b] Uses appropriate safeguards to prevent the use or disclosure of PHI contained in the Limited Data Set other than as provided for by this Agreement;

[c] Reports to Covered Entity any use or disclosure of PHI contained in the Limited Data Set of which Business Associate becomes aware that is not provided for by this Agreement;

[d] Requires that any agents or subcontractors to whom it provides access to the Limited Data Set agree, in writing, to no less restrictive restrictions and conditions that apply to Business Associate under HIPAA; and

[e] Does not re-identify PHI or contact the Individuals whose information is contained within the Limited Data Set.

(l) Business Associate may use and disclose PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

(m) If the Underlying Agreement requires Business Associate to carry out any of Covered Entity's obligations under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

3. Covered Entity's Obligations.

(a) Covered Entity shall notify Business Associate in writing of limitation(s) in its Notice of Privacy Practices, to the extent such limitation affects Business Associate's permitted Uses and Disclosures.

(b) Covered Entity shall notify Business Associate in writing of changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent such restriction affects Business Associate's permitted Uses or Disclosures.

(c) Covered Entity shall notify Business Associate in writing of restriction(s) in the Use or Disclosure of PHI to which Covered Entity has agreed to the extent such restriction affects Business Associate's permitted Uses or Disclosures.

(d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA.

(e) Covered Entity acknowledges and agrees that PHI which has been deidentified in accordance with the requirements of HIPAA and Section 2(k)(i) of this Agreement shall not thereafter be considered PHI or be subject to this Agreement.

(f) Covered Entity acknowledges and agrees that the provisions of Section 2(k)(ii) of this Agreement shall constitute a Data Use Agreement between the parties

4. Term and Termination.

(a) Term. This Agreement shall be effective as of the Effective Date and shall terminate upon the termination or expiration of the Underlying Agreement, unless terminated earlier as provided for herein.

(b) Termination. Upon a party's knowledge of a breach of a material term of this Agreement by the other party, the nonbreaching party shall provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the reasonable time specified by the nonbreaching party.

(c) Effect of Termination.

(i) Except as otherwise provided in Subsection 4(c)(ii) below, upon termination of this Agreement for any reason, Business Associate shall destroy all PHI using a methodology in conformity with the then-current standards set forth by the U.S. Department of Health and Human Services for the destruction of protected health information. In addition, if any Solution (as defined in the Underlying Agreement) is terminated pursuant to an amendment to the Underlying Agreement, Business Associate shall destroy any PHI associated with that Solution pursuant to the terms of this Section 4(c).

(ii) If Business Associate determines that destroying any or all PHI is infeasible, the protections of this Agreement shall continue to apply to such PHI, and Business Associate shall limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5. Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in HIPAA means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. The parties shall, as necessary, work together to clarify their respective obligations with respect to any new requirements under HIPAA. All amendments to this Agreement shall be in writing and signed by both parties.

(c) Independent Contractors. Business Associate and Covered Entity are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Business Associate and Covered Entity. Neither Business Associate nor Covered Entity will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent, except as otherwise expressly provided in this Agreement.

(d) Indemnification. Each party will indemnify hold harmless and defend the other party to this Agreement from and against any and all actual losses, liabilities, fines, penalties, reasonable costs and other expenses to the extent arising from a third-party claim against the indemnified party alleging a breach of this Agreement or a violation of HIPAA by the indemnifying party in the performance of its obligations under this Agreement. The indemnifying party shall control the defense of any and all claims or actions covered by this section, including but not limited to governmental investigations; provided, however, that the indemnifying party shall not, without the indemnified party's prior written consent, settle,

compromise or otherwise resolve any claim or action to the extent that such settlement, compromise or resolution does not fully release the indemnified party from all associated liability and/or admits any fault by the indemnified party. The indemnified party shall retain the right, at its sole expense, to participate in the defense of any such claim or action. If the indemnified party undertakes the defense of any claim or action covered by this section, it will be done at the indemnified party's sole expense, and the indemnifying party shall be relieved of all obligation under this section with respect to such claim or action.

(e) Notification Costs. Business Associate shall promptly reimburse Covered Entity for all reasonable and required costs actually incurred by Covered Entity in connection with providing any required notifications to affected individuals whose PHI has or may have been compromised as a result of the Breach caused by Business Associate.

(f) Limitation of Liability. Business Associate's obligations and liabilities under this Agreement shall be governed by the limitation of liability provision in the Underlying Agreement. For purposes of clarity, the limitation of liability dollar amount specified in the Underlying Agreement shall apply in the aggregate across all Covered Entities under this Agreement, including Northern Michigan Regional Entity, and the MLA, and shall not be construed as a separate or additional limitation amount for each individual Covered Entity.

(g) Conflicts. Any provision of the Underlying Agreement that is directly contradictory to one or more terms of this Agreement related to the privacy and security of Protected Health Information ("Contradictory Term") shall be superseded by the terms of this Agreement only to the extent of the contradiction, only for the purpose of the parties' compliance with HIPAA and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.

(h) Entire Agreement. This Agreement and the Underlying Agreement shall constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior business associate agreements, oral or written, and all other agreements or communications between the parties hereto relating to such subject matter.

(i) No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, any rights, remedies or obligations or liabilities upon any person other than Covered Entity, Business Associate and their respective successors and permitted assigns.

(j) Governing Law. Unless preempted by HIPAA or other applicable federal law, this Agreement shall be governed by and construed in accordance with the governing law stated in the Underlying Agreement, without application of principles of conflicts of laws.

(k) Counterparts and Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Signatures delivered by electronic or scanner transmission shall have the same force, validity, and effect as the original.

(l) Notices. All notices required or permitted to be given under this Agreement shall be sent pursuant to the notice provision in the Underlying Agreement.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the Effective Date.

BUSINESS ASSOCIATE:
MCG HEALTH, LLC

By: John Pollard
John Pollard (Jun 18, 2025 10:59 PDT)

Name: John Pollard

Its: CFO

Date: 06/18/2025

COVERED ENTITY:
NORTHERN LAKES CMH

By: _____

Name: _____

Its: _____

Date: _____