

**BUSINESS ASSOCIATE AGREEMENT
BETWEEN
GOSHEN HEALTH SYSTEM, INC. AND BUSINESS ASSOCIATE**

BUSINESS ASSOCIATE CONTACT INFORMATION:

Contact Name: _____
Address: _____
Address: _____
City, State, Zip: _____
Phone: _____

This Business Associate Agreement (“BA Agreement”) is made effective _____, 20____, by and between Goshen Health System, Inc. d/b/a Goshen Health, which includes Goshen Health System, Inc. d/b/a Goshen Physicians, Goshen Hospital Association, Inc. d/b/a Goshen Hospital, Parkmor Drug, Inc. d/b/a Goshen Home Medical, and Goshen Health Surgery Center, LLC (“Provider”), an Indiana non-profit corporation located in Goshen, Indiana, and _____ (“Business Associate” or “BA”), (individually, a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, BA provides services (“Services”) for or on behalf of Provider in accordance with one or more written Agreement(s) (the “Agreement(s)”) ; and

WHEREAS, in connection with those Services, Provider may disclose to BA certain Protected Health Information (“PHI”) (as defined in 45 C.F.R. §160.103) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191 (“HIPAA”) Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”, 45 C.F.R. Parts 160 and 162 and Part 164, Subparts A and E); and 45 C.F.R. Parts 160 and 162 and Part 164, Subparts A and C, the Security Standards for the Protection of Electronic Protected Health Information (“Security Rule”); and Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-005 (“ARRA”) and any amendments or implementing regulations; and

WHEREAS, Provider and BA acknowledge that each has obligations in their respective roles as Provider, a Covered Entity, and BA, a Business Associate, under HIPAA and the HITECH Act, as well as regulations promulgated thereunder by the U.S. Department of Health and Human Services; and

WHEREAS, Provider and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement(s) between Provider and BA in compliance with HIPAA and the HITECH Act; and

WHEREAS, the purpose of this BA is to satisfy certain standards and requirements of HIPAA, the Privacy Rule, the Security Rule and the HITECH Act, including the requirement of

an appropriate Business Associate Agreement between Provider and BA that meets the applicable requirements of 45 C.F.R. §164.504(e); and

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:

DEFINITIONS

For purposes of this BA Agreement, the following terms shall have the designated meanings:

"Breach" means the unauthorized acquisition, access, use, or disclosure of Unsecured PHI (as defined below) which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.

"Designated Record Set" means a group of records maintained by or for a covered entity that is (i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about individuals. As used herein, the term "Record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity as defined in 45 C.F.R. § 164.501.

"Electronic Media" shall have the same meaning given to such term in 45 C.F.R. §160.103 and includes transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

"Electronic PHI" shall mean PHI that is transmitted or maintained in electronic media.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

"HIPAA Transaction" has the meaning given to such terms 45 C.F.R. §160.103.

"HITECH Act" means Subtitle D of the Health Information Technology for Economic and Clinical Health Act, also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-005.

"Individual" means the person who is the subject of the Protected Health Information as defined in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

“Individually Identifiable Health Information” means information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer, or health care clearinghouse, and (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (iii) that identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

“Privacy and Security Standards” means the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”), 45 C.F.R. Parts 160 and 162 and Part 164, Subparts A and E and the Security Standards for the Protection of Electronic Protected Health Information (“Security Rule”), 45 C.F.R. Parts 160 and 162 and Part 164, Subparts A and C; and the HITECH Act, as well as regulations promulgated thereunder by the U.S. Department of Health and Human Services, to the extent that they impose additional requirements on covered entities and their business associates.

“Protected Health Information” or *“PHI”* means Individually Identifiable Health Information, as defined in 45 C.F.R. § 160.103, that is (i) transmitted by electronic media; (ii) maintained in electronic media; or (iii) transmitted or maintained in any other form or medium. “PHI” shall not include Individually Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g, or records described at 20 U.S.C. §1232g(a)(4)(B)(iv) and employment records held by a Covered Entity in its role as employer.

“Required by Law” shall have the same meaning given to such term in 45 C.F.R. §164.103 and includes a mandate contained in law that compels an entity to make a use or disclosure of PHI and that is enforceable in a Court of Law.

“Secretary” means the Secretary of the Department of Health and Human Services or his or her designee.

“Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, as defined at 45 C.F.R. § 164.304. However, certain low risk attempts to breach network security, such as incidents listed below, shall not constitute a Security Incident under this BA, provided they do not penetrate the perimeter, do not result in an actual breach of security and remain within the normal incident level:

- pings on the firewall;
- port scans;
- attempts to log on to a system or enter a database with an invalid password or username;
- denial-of-service attacks that do not result in a server being taken offline; and
- malware such as worms or viruses.

“*Transaction Standards*” means the Standards for Electronic Transactions, 45 C.F.R. Part 162.

“*Unsecured PHI*” means PHI not secured through the use of a technology or methodology specified in guidance by the Secretary that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals.

Capitalized terms used in this BA Agreement and not otherwise defined herein shall have the meanings set forth in the Privacy Rule, the Security Rule, and the HITECH Act, which definitions are incorporated in this BA by reference.

BUSINESS ASSOCIATE OBLIGATIONS

1. Permitted Uses and Disclosure of PHI. Except as otherwise limited in this BA Agreement, BA may use or disclose PHI received from Provider to perform functions, activities or services for, or on behalf of, Provider as specified in the Agreement(s), provided that such use or disclosure would not violate the Privacy Rule if done by Provider or as Required by Law. BA agrees to comply with its obligations under this BA Agreement and with all obligations of a Business Associate under the Privacy Rule, the Security Rule, the HITECH Act, and other related laws and implementing regulations including, but not limited to, the Privacy and Security Standards as they exist at the time this BA Agreement is executed and as they are amended for so long as this BA Agreement is in place.

Except as otherwise limited in this BA Agreement, BA may (i) use PHI for the proper management and administration of BA to carry out the legal responsibilities of BA; (ii) disclose PHI for the proper management and administration of BA, provided that the disclosures are Required by Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon BA pursuant to this BA Agreement), and an agreement that the person will notify BA of any instances of which it is aware in which the confidentiality of the information has been breached; (iii) BA may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); (iv) without limiting the generality the foregoing, BA reserves the right at its sole discretion to disclose an Individual’s PHI in response to and in accordance with a valid authorization executed by such Individual that meets the requirements set forth in the Privacy Rule.

BA will:

- A. Provide training to members of its workforce regarding the requirements in the Privacy and Security Standards. The training shall be updated periodically, as the laws and regulations evolve;
- B. Report to Provider, as soon as it becomes aware and without unreasonable delay, any instance in which PHI is used or disclosed for a purpose that is not provided for in the Agreement(s) or this BA Agreement;

- C. Report to Provider any successful Security Incident of which it becomes aware or by exercising reasonable diligence, should become aware and at the request of Provider, BA shall identify the date of the Security Incident, the scope of the Security Incident, BA's response to the Security Incident, and the identification of the party responsible for causing the Security Incident, if known;
- D. Immediately notify Provider of any Breach of Unsecured PHI of which it becomes aware or by exercising reasonable diligence, should become aware;
- E. Request, use and disclose the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request, in accordance with 42 U.S.C. §17935(b) and regulations promulgated thereunder; and
- F. Ensure that all software applications being provided, if applicable, shall comply with Security and Transaction Standards.

Notwithstanding the foregoing, BA and Provider acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and Provider acknowledges and agrees that no additional notification to Provider of such unsuccessful Security Incidents is required. However, to the extent that BA becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, B A shall notify Provider of these attempts and provide the name, if available, of said party.

2. Safeguards. BA shall develop, implement, maintain and use appropriate safeguards necessary to prevent the use or disclosure of PHI other than that permitted by the Agreement(s) or this BA Agreement or as Required by Law. BA will develop, implement, maintain and use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Provider as required by the HIPAA Security Standards, the HITECH Act, and all other applicable laws, regulations and guidance documents.

3. Disclosures to Third Parties. Before disclosing any PHI received from Provider, or created on behalf of Provider to a third party, BA will ensure that any and all third parties, including subcontractors, who will have access to such PHI on behalf of BA, are bound in writing to substantially similar restrictions, terms and conditions to those that apply to BA pursuant to this BA Agreement with respect to such PHI. BA will ensure that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information.

4. Access to Information. Within five (5) days of a request by Provider for access to PHI about an individual contained in a Designated Record Set, BA shall make available to Provider such PHI for so long as such information is maintained by BA in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to BA a request for access to PHI, BA shall within two (2) days forward such request to Provider.

5. Availability of PHI for Amendment. Within five (5) days of receipt of a request from Provider for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), BA shall provide such information to Provider for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526. In the event any individual delivers directly to BA a request for amendment to PHI, BA shall within two (2) days forward such request to Provider.

6. Judicial and Administrative Proceedings. In the event BA receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Provider shall have the right to control BA's response to such request. BA shall notify Provider of the request as soon as reasonably practicable, but in any event within forty-eight (48) business hours of receipt of such request.

7. Electronic Transactions. BA hereby agrees that, to the extent it is transmitting any HIPAA Transactions for Provider, the format and structure of such transmissions shall be in compliance with the Transaction Standards. It shall be BA's responsibility to ensure that appropriate code sets are used in the coding of services and supplies.

8. Report Disclosures. The reports and notifications that BA is required to make to Provider pursuant to 1(b), 1(c) and 1(d) of the BA Obligations Section of this BA Agreement will be made within two (2) days of the improper use or disclosure, Security Incident or Breach. For Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, the parties agree that this paragraph constitutes notice of such unsuccessful Security Incidents. In the event of a Breach caused by BA where notice to Individuals is required, BA will reimburse Provider for the direct, actual, reasonable and substantiated costs for notifying Individuals.

9. Data Aggregation. Solely to the extent expressly permitted by the Agreement(s) and except as otherwise limited in this BA Agreement, BA may use PHI to provide Data Aggregation services, but only in order to analyze data for Provider's health care operations, as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use of PHI for statistical compilations, reports, research and all other purposes allowed under applicable law. All aggregated data must first be stripped of all identifiers that could reasonably be used to re-identify the patient.

10. De-Identified Information. Solely to the extent expressly permitted by the Agreement(s), BA may create, use and disclose de-identified PHI if the de-identification is in compliance with 45 C.F.R. § 164.502(d), and any such de-identified PHI meets the standard and implementation specifications for de-identification under 45 C.F.R. § 164.514(a) and (b), or such regulations as they may be amended from time to time.

11. Notice of Privacy Practices. BA agrees that it will abide by the limitations of any Notice of Privacy Practices ("Notice") published by Provider of which Provider

provides written notice to BA in accordance with the Provider Obligations Section of this BA Agreement.

12. Withdrawal of Authorization. If the use or disclosure of PHI in this BA Agreement is based upon an Individual's specific authorization for use of his or her PHI, and the Individual revokes such authorization in writing, or the effective date of such authorization has expired, or authorization is found to be defective in any manner that renders it invalid, BA agrees, upon receipt of written notice from Provider in accordance with the Provider Obligations Section of this BA Agreement 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 authorization.

13. Mitigation. BA agrees to mitigate any harmful effect of a use or disclosure of PHI by BA that is in violation of this BA Agreement or the Privacy Rule, the Security Rule, or the HITECH Act, and will cooperate with Provider's efforts to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by BA not provided for in this BA Agreement.

14. Accounting of Disclosures. BA agrees to document disclosures of PHI and information related to such disclosures as would be required for Provider to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and 42 U.S.C. § 17935(c), as applicable, and as modified by the HITECH Act. BA agrees to provide to Provider within five (5) days of BA's receipt of a written request from Provider, information collected in accordance with this paragraph of this BA Agreement to permit Provider to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and 42 U.S.C. § 17935(c), as applicable. At a minimum, BA shall provide Provider with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to BA, BA shall within two (2) days forward such request to Provider.

15. Internal Practices, Books and Records. BA shall make available its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by BA on behalf of Provider to the Secretary for the purpose of determining Provider's compliance with the Privacy and Security Standards.

16. HITECH Act Applicability. BA acknowledges that enactment of the HITECH Act amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, BA under the Privacy Rule and Security Rule. To the extent not referenced or incorporated herein, requirements applicable to BA under the HITECH Act are hereby incorporated by reference into this BA Agreement. BA agrees to comply with applicable requirements imposed under the HITECH Act, as of the effective date of each such requirement.

PROVIDER OBLIGATIONS

17. Notice of Privacy Practices. Provider will notify BA in writing of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect BA's use or disclosure of PHI. Provider will provide such notice no later than fifteen (15) days prior to the effective date of the limitation and BA must implement such limitation on the effective date.

18. Notification of Changes Regarding Individual Permission. Provider will notify BA in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI. Provider will provide such notice to BA who shall immediately implement the change after such notice.

19. Notification of Restrictions to Use or Disclosure of PHI. Provider will notify BA in writing of any restriction to the use or disclosure of PHI that Provider has agreed to in accordance with 45 C.F.R. §164.522 or 42 U.S.C. §17935(a), to the extent that such restriction may affect BA's use or disclosure of PHI. If BA reasonably believes that any restriction agreed to by Provider pursuant to this Section may materially impair BA's ability to perform its obligations under the Agreement(s) or this BA Agreement, the Parties will mutually agree upon any necessary modification of BA's obligations under such agreements.

20. Permissible Requests by Provider. Provider will not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HITECH Act if done by Provider.

MISCELLANEOUS PROVISIONS

21. Term and Termination. The term of this BA Agreement shall be contemporaneous with that of the Agreement(s) between Provider and BA or when all of the PHI provided by Provider to BA, or created or received by BA on behalf of Provider, is destroyed or returned to Provider, or if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with this Section. Notwithstanding the foregoing, any provisions of this BA Agreement, which by their terms survive termination, shall continue in accordance with such terms.

Upon termination of the Agreement(s) between Provider and BA or this BA Agreement, for any reason, BA will return or destroy all PHI received from Provider, or created or received by BA on behalf of Provider, and will retain no copies of the PHI. If BA determines that the return or destruction of PHI is not feasible upon termination of the Agreement(s) or this BA Agreement, BA shall so inform Provider, and BA will extend the protections of this BA Agreement to the information, limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible, for so long as BA maintains the PHI and never disclose such PHI to another BA client or third party unless such information has been de-identified in accordance with the standards set forth in 45 C.F.R. §164.514(b).

22. Termination for Breach. Upon 'Provider's knowledge of a material breach by the BA of this BA Agreement, Provider may immediately terminate the Agreement(s) and BA Agreement or may provide written notice to the breaching Party detailing the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon expiration of such thirty (30) day cure period, Provider may terminate this BA Agreement and, at its election, the applicable Agreement(s) between Provider and BA, if cure is not possible.

23. Indemnification. Each Party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party and its employees, directors, officers, subcontractors, agents or other members of its workforce (collectively, the "Indemnified Party") from any costs, damages, expenses, judgments, penalties, fines, liabilities, losses, and reasonable attorneys' fees incurred by the Indemnified Party with respect to third party claims to the extent arising from or in connection with a violation of this BA Agreement by the Indemnifying Party, or arising from any negligence or wrongful acts or omissions of the Indemnifying Party, including failure to perform its obligations under the Privacy Rule, the Security Rule, or the HITECH Act or violating the Privacy Rule, the Security Rule, or the HITECH Act. The Indemnifying Party's indemnification obligation shall survive the expiration or termination of this Agreement for any reason. Such indemnification shall include the cost of complying with notification requirements, credit monitoring, identity theft insurance and any other reasonable mitigation required for individuals whose information may be Breached, inappropriately accessed, or otherwise compromised, including, but not limited to, notifications required under the Privacy Rule, the Security Rule, or the HITECH Act, or other federal, state or international laws.

24. Exclusion from Limitation of Liability. To the extent that BA has limited its liability under the terms of an Agreement(s) or some other document, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Provider arising from BA's breach of its obligations relating to the use and disclosure of PHI.

25. Owner of PHI. Under no circumstances shall BA be deemed in any respect to be the owner of any PHI used or disclosed by or to BA pursuant to the terms of this BA Agreement.

26. Injunctive Relief. BA acknowledges and stipulates that its unauthorized use or disclosure of PHI while performing Services pursuant to this BA Agreement would cause irreparable harm to Provider, and in such event, Provider shall be entitled to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from BA costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of this BA Agreement.

27. Notices. Any notices pertaining to this BA Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or

sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Provider:

Goshen Health System, Inc. d/b/a Goshen Health
Attn: _____
200 High Park Avenue
Goshen, IN 46526

If to Business Associate:

Attn: _____

28. Amendments. This BA Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this BA Agreement from time to time, in order to assure the Parties' compliance with the requirements of any new or revised legislation, rules and regulations to which Provider is subject now or in the future, including, without limitation, HIPAA, the HITECH Act, and the Privacy and Security Standards and Transaction Standards. In the event that the Parties are unable to come to an agreement on such an amendment within thirty (30) days, and failure to amend the BA Agreement may result in noncompliance with such new legislation, rules, or regulations, Provider may terminate the BA Agreement and the Agreement(s).

29. Assignment of Rights and Delegation of Duties. This BA Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this BA Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

30. Nature of BA Agreement. Nothing in this BA Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, (ii) any fiduciary duty owed by one party to another party or any of its affiliates, or (iii) a relationship of employer and employee between the parties. For the purpose of this BA Agreement and the Agreement(s), BA is an independent contractor of Provider and should not be considered an agent of Provider.

31. No Waiver. Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this BA Agreement may be waived by either party except by in writing signed by an authorized representative of the party making the waiver.

32. Severability. The provisions of this BA Agreement shall be severable, and if any provision of this BA Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this BA Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

33. No Third Party Beneficiaries. Nothing in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties to this BA Agreement or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this BA Agreement. Nothing in this BA Agreement shall be considered or construed as conferring any right or benefit on a person not party to this BA Agreement or imposing any obligations on either Party hereto to persons not a party to this BA Agreement.

34. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this BA Agreement are inserted for convenience only, do not constitute a part of this BA Agreement and shall not affect in any way the meaning or interpretation of this BA Agreement.

35. Entire BA Agreement. This BA Agreement, together with attached exhibits, riders and amendments, if applicable, which are fully completed and signed by authorized agents on behalf of both Parties from time to time while this BA Agreement is in effect, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the parties with respect of the subject matter hereof.

36. Conflicts. In the event of any inconsistencies between any provisions of this BA Agreement and any provisions of any exhibits or riders, the provisions of this BA Agreement shall control. In the event of any inconsistency between the provisions of this BA Agreement and mandatory provisions of the Privacy Rule, the Security Rule or the HITECH Act, as amended, or their interpretation by any court or regulatory agency with authority over BA or Provider, such interpretation will control. Where provisions of this BA Agreement are different from those mandated in the Privacy Rule, the Security Rule, or the HITECH Act, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of the BA Agreement will control. If there is any direct conflict between the Agreement(s) and this BA Agreement with respect to PHI or Electronic PHI, the terms and conditions of this BA Agreement shall control.

37. Regulatory References. A citation in this BA Agreement to applicable federal law shall mean the cited section as that section may be amended from time to time.

IN WITNESS WHEREOF, the parties have executed this BA Agreement on the day and year first above written.

“PROVIDER:”
Goshen Health System, Inc.

“BA:”

Title: _____

Date: _____

Date: _____