

Broker Services and Consulting Agreement

This Broker Services and Consulting Agreement hereinafter referred to as “Agreement” is between Macon Bibb County Government, hereinafter referred to as “Macon Bibb” and NFP Corp. hereinafter referred to as “NFP”.

WHEREAS, Macon Bibb wishes to obtain the assistance of NFP with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, NFP has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by NFP

NFP will provide Macon Bibb with consulting and brokerage services for the following benefit programs listed below:

- Medical
 - Dental
 - Basic Life & AD&D
 - Voluntary Life & AD&D
 - Short and Long Term Disability
 - Vision
 - HRA
 - Flexible Spending Accounts
 - Wellness
 - Onsite clinic
 - Other Employee Benefits Selected by Macon Bibb
- A. Strategic Benefit Planning.** NFP will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Macon Bibb and its employees.
- B. Benefit Design.** NFP will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- C. Administration.** NFP will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration.
- D. Technology.** NFP will provide, implement and maintain the bswift benefit administration platform for Macon Bibb. This will include all necessary data feeds to carriers and vendors.
- E. Funding.** NFP will advise and counsel regarding program funding alternatives, including review of proposals, recommend budget rates, employee contribution rates, and COBRA rates; and monitor program costs against expectations.

- F. Communication.** NFP will draft employee communications for approval by Macon Bibb regarding benefit program performance and changes, and conduct a review of plan documents and insurance certificates during the planning and enrollment process.

NFP will design and implement an online benefits education and enrollment website for the use of Macon Bibb and their employees.

- G. Compliance Tools & Legislative Information.** NFP will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as ERISA, PPACA, FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125.

- H. Meetings with Macon Bibb and Vendors.** Services will include attendance at and facilitation of regular meetings with Macon Bibb and vendors as needed to facilitate program management including day-to-day operations and planning program changes.

- NFP shall meet with Macon Bibb on a regular basis to review all activities performed by NFP during the prior time period. The meetings will include discussion of business concerns, including presentations of options and recommendations.
- NFP shall meet with Macon Bibb regularly to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Macon Bibb's organization.
- NFP shall meet with Macon Bibb annually to review the program for the preceding year, create a report outlining the goals and objectives for the upcoming year and make product and service recommendations for the new plan year.

- I. Day-to-Day Administrative Issues.** NFP shall be responsible for the daily administration of programs, including resolution of carrier and vendor service issues and addressing questions and concerns raised by Macon Bibb employees and management.

NFP will enroll all current and new employees in the selected benefit plans and answer questions concerning these plans. This will include onsite education and enrollment meetings to accommodate employee schedules. NFP shall resolve all claims issues with regards to the employee benefit plans they administer in accordance with the applicable claims procedures under such plans; provided that either Macon Bibb or another designated claims fiduciary shall be responsible for appeals under such claims procedures. NFP shall resolve all billing issues with insurance carriers and vendors for the employee benefit plans they administer.

- I. Correction of Errors.** NFP will promptly notify Macon Bibb of any errors or failures of administration of the selected benefit plans, identify possible corrections, and assist in the correction(s) directed by Macon Bibb. To the extent that any error or failure of administration is caused by or on account of the actions or inactions of NFP, NFP will contribute to the cost of any correction.

2. Disclosure and Record Keeping

- A. Full Disclosure.** Macon Bibb has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to the insurance and risk management program. NFP must seek approval from Macon Bibb prior to the use of any of the above in connection with the Macon Bibb insurance and risk management program.

- B. Record Keeping.** NFP will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or vendors in accordance with industry standard record retention practice or as otherwise directed by Macon Bibb.

3. Term & Termination

A. Term. Subject to earlier termination under Section 3(B), the initial term of this Agreement shall be one year, commencing on July 1, 2019 and ending June 30, 2020 ("Initial Term") And then this Agreement is renewable for two additional terms, subject to review of services and fees by Macon Bibb and NFP. Thereafter, this Agreement will remain in effect until terminated as described below.

B. Termination. This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b) effective upon sixty (60) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c) By mutual written agreement of the parties.

4. Cost of Services

NFP commission or service fee income is based upon the expenses of the firm. Macon Bibb will review and approve the commission or service fee income on each line of coverage.

The commission or service fee income offsets NFP's expenses relating to personnel, technology and other fixed and variable costs related to the operation of their firm.

Macon Bibb agrees to NFP receiving commission or service fee income from Macon Bibb or from insurance carriers to the extent compliant with ERISA and applicable law. These commissions or service fees are payable to NFP directly from Macon Bibb or from the insurance carriers in monthly installments. The per employee per month compensation shall be \$9.45 per eligible employee/retiree per month. The per employee per month service fee collected from Macon Bibb will be offset by any commissions collected from carriers. NFP will provide Macon Bibb an annual reconciliation of commissions, service fees and any other compensation paid to NFP against the annual compensation amount.

Additional programs and services, outside of the proposed scope, will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken only upon the mutual written agreement between NFP and Macon Bibb.

5. Personnel

NFP will assign its personnel according to the needs of Macon Bibb and according to the disciplines required to complete the appointed task in a professional manner. NFP retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Client Service Team:	W. Scott Hankins, President and CEO Johnathan Shaw, Assistant Vice President, Advisor Tammi Starkey, Vice President Consulting Services
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Additional Key Personnel:

Joy Crump, Placement Specialist
Vanessa Stephens, Account Executive
Gary Williams, Senior Account Manager

6. Macon Bibb Responsibilities

Macon Bibb will make available such reasonable information as required for NFP to conduct its services. Such data will be made available as promptly as possible. It is understood by NFP that the time of Macon Bibb personnel is limited, and NFP's judicious use of that time is a requirement of this Agreement.

7. Records and Information

NFP understands and agrees to limit its use and disclosure of Confidential Information as defined and described in Exhibit 1, and Protected Health Information as defined and described in Exhibit 2.

8. Independent Contractor.

It is understood and agreed that NFP is engaged by Macon Bibb to perform services under this Agreement as an independent contractor. NFP agrees to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Macon Bibb as to policy and procedure.

9. Fiduciary Responsibility.

Macon Bibb acknowledges that: (i) NFP shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans other than as claims administrator under Section 1(H); (ii) NFP shall exercise no authority or control with respect to management or disposition of the assets of Macon Bibb employee benefit plans; and (iii) NFP shall perform services pursuant to this Agreement in a non-fiduciary capacity. Macon Bibb agrees to notify NFP as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect NFP in the performance of its obligations under this Agreement. Macon Bibb agrees to submit (or cause its agent, NFP, or vendors to submit) all information in its (or their) control reasonably necessary for NFP to perform the services covered by this Agreement.

10. No Publicity.

NFP agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Macon Bibb.

11. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Georgia and NFP consents to the exclusive jurisdiction of the state courts and U.S. federal courts serving Georgia for any dispute arising out of this Agreement. NFP agrees that in the event of any breach or threatened breach by NFP, Macon Bibb may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Macon Bibb against any such breach or threatened breach.

12. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

13. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

14. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Macon Bibb:

Macon Bibb
Attention: _____
700 Poplar Street
Macon, GA 31201

If to NFP:

NFP
Attention: _____
351 Washington Ave, Suite 120
Marietta, GA 30060

15. No Implied Waiver

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

16. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded. Subsequent amendments to this Agreement shall only be in writing signed by both parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Macon Bibb

NFP

Signed: _____

Signed: _____

Date: _____

Date: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Exhibit 1

Confidentiality Agreement

This Confidentiality Agreement hereinafter referred to as "Agreement" is between Macon Bibb County Government, hereinafter referred to as "Macon Bibb" and NFP, Corp., hereinafter referred to as "NFP".

1. Confidential Information.

Macon Bibb proposes to disclose certain of its confidential information (the "Confidential Information") to NFP. Confidential Information shall include, without limitation, names, Social Security Numbers, dates of birth, hire dates, job titles, salary, financial information, information which a reasonable person would know constitutes proprietary information, and other information disclosed or submitted, orally, in writing, or by any other media, to NFP by Macon Bibb. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require Macon Bibb to disclose any of its information.

2. NFP Obligations.

A. NFP agrees that the Confidential Information is to be considered confidential and proprietary to Macon Bibb and NFP shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Macon Bibb, and shall disclose it only to its officers, directors, or employees with a specific need to know and to insurance carriers and vendors for the purpose of developing proposals and implementing employee benefit plans. NFP will not disclose, publish or otherwise reveal any of the Confidential Information received from Macon Bibb to any other party whatsoever except with the specific prior written authorization of Macon Bibb.

B. Confidential Information furnished in tangible form shall not be duplicated by NFP except for purposes of this Agreement. Upon the request of Macon Bibb, NFP shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At NFP option, any documents or other media developed by NFP containing Confidential Information may be destroyed by NFP. NFP shall provide a written certificate to Macon Bibb regarding destruction within ten (10) days thereafter.

C. Notwithstanding anything in this Agreement to the contrary, NFP will abide by and conserve any Confidential Information subject to a "litigation hold" at the direction of Macon Bibb.

3. Term.

The obligations of NFP herein shall be effective from the date Macon Bibb first discloses any Confidential Information to NFP pursuant to this Agreement, and shall survive the termination or expiration of this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against NFP, nor by the rejection of any agreement between Macon Bibb and NFP, by a trustee of

NFP in bankruptcy, or by the NFP as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. Other Information.

NFP shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by NFP; is rightfully received by NFP without obligations of confidentiality; or is developed by NFP without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Macon Bibb along with the asserted grounds for disclosure.

5. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products or services. NFP agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. No Publicity.

NFP agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Macon Bibb.

7. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Georgia and NFP consents to the exclusive jurisdiction of the state courts and U.S. federal courts serving Georgia for any dispute arising out of this Agreement. NFP agrees that in the event of any breach or threatened breach by NFP, Macon Bibb may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Macon Bibb against any such breach or threatened breach.

8. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

9. No Assignment.

NFP may not assign this Agreement or any interest herein without Macon Bibb expressed prior written consent.

10. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Macon Bibb:

Macon Bibb
Attention: _____
700 Poplar Street
Macon, GA 31201

If to NFP:

NFP, Inc.
Attention: _____
351 Washington Ave, Suite 120
Marietta, GA 30060

12. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Macon Bibb

NFP, Inc.

Signed: _____

Signed: _____

Date: _____

Date: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Exhibit 2

Business Associate Agreement

This Business Associate Agreement, hereinafter referred to as “Agreement”, is between Macon Bibb County Government, hereinafter referred to as “Covered Entity” and NFP Corp., hereinafter referred to as “Business Associate”.

Recitals

WHEREAS, the purpose of this Agreement is to assure the privacy and security of Protected Health Information and Electronic Protected Health Information in accordance with the regulations (the “HIPAA Rules”) issued by the Department of Health and Human Services (“HHS”) under the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. §1320d (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as codified at 42 U.S.C.A. prec. § 17901 (“HITECH”), enacted as part of the American Recovery and Reinvestment Act (“ARRA”); and

WHEREAS, Covered Entity has engaged Business Associate to perform services on its behalf;

WHEREAS, Covered Entity possesses Individually Identifiable Health Information that is protected under HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations and the HITECH Standards and is permitted to use or disclose such information only in accordance with such laws and regulations;

WHEREAS, Business Associate may receive such information from Covered Entity or create and receive such information on behalf of Covered Entity;

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Individually Identifiable Health Information;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which we hereby acknowledge, the Parties agree as follows:

Article I

Definitions

1.1 Catch-all definitions. The following terms used in this Agreement shall have the same meaning as those terms in HIPAA, the HITECH Act, and any current and future regulations promulgated under HIPAA or HITECH: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

(a) Breach. “Breach” shall mean the acquisition, access, use or disclosure of

“HIPAA Privacy Regulations”) which compromises the security or privacy of the Protected Health Information. “Breach” shall not include:

- (i) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Regulations; or
- (ii) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Regulations; or
- (iii) A disclosure of Protected Health Information where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(b) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean the person/entity named above.

(c) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean the entity named above.

(d) Electronic Protected Health Information. “Electronic Protected Health Information” shall mean Protected Health Information that is transmitted by or maintained in electronic media as defined by the HIPAA Security Regulations.

(e) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(f) HITECH Standards. “HITECH Standards” shall mean the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the HITECH Act and any regulations promulgated thereafter.

(g) Individually Identifiable Information. “Individually Identifiable 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 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

- (A) that identifies the individual; or
- (B) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Article 2

Obligations and Activities of Business Associate

2.1 Limited Use or Disclosure of PHI. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s). Business Associate further agrees not use or disclose Protected Health Information other than as permitted or required by the Agreement, in furtherance of the services provided by Business Associate for Covered Entity, or as required by law. Business Associate will not sell Protected Health Information and Electronic Health Records or use or disclose Protected Health Information for marketing or fundraising purposes as set forth in 42 U.S.C. § 17935(d) or 42 U.S.C. § 17936(a), respectively. The Business Associate shall secure Protected Health Information in accordance with 42 U.S.C. § 17932(h) and the related regulations at 45 CFR Part 14, subpart D, as well as any guidance issued by the Secretary that specifies secure technologies and methodologies such that Unsecured Protected Health Information is not maintained by the Business Associate.

2.2 Safeguards. The Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. The Business Associate agrees that it will implement reasonable administrative, physical, and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Rules.

Business Associate acknowledges and agrees that the administrative, physical and technical safeguards requirements of 45 CFR Sections 164.308, 164.310 and 164.312 shall apply to the Business Associate in the same manner that such sections apply to the Covered Entity. The Business Associate shall comply with the provisions of 45 CFR Part 164, Subpart C of the HIPAA Rules with respect to Electronic PHI to prevent any use or disclosure of PHI other than as permitted by this Agreement, and shall implement and maintain in written form reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Rules, in accordance with 45 CFR. Section 164.316.

2.3 Notice of Use, Disclosure, Security Incident or Breach.

(a) Business Associate agrees to notify the designated Privacy Officer of the Covered Entity of any use or disclosure of Protected Health Information by Business Associate not provided for by the Agreement, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware without unreasonable delay, but in no case more than thirty (30) days following discovery of breach, including instances in which an agent or subcontractor has improperly used or disclosed PHI. For purposes of this Agreement, a Breach shall be treated as discovered as of the first day that the Business Associate knows of, or should reasonably have known of such Breach. Business Associate further agrees to provide the following information in such notice to Covered Entity:

(i) the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;

(ii) a description of the nature of the Breach including the types of Unsecured Protected Health Information that were involved, the date of the Breach and the date of discovery;

(iii) a description of the type of Unsecured Protected Health Information acquired, accessed, used or disclosed in the Breach (e.g., full name, social security number, date of birth, etc.);

(iv) the identity of the person who made and who received (if known) the unauthorized acquisition, access, use or disclosure;

(v) a description of what the Business Associate is doing to mitigate the damages and protect against future breaches; and

(vi) any other details necessary for Covered Entity to assess risk of harm to Individual(s), including identification of each Individual whose Unsecured Protected Health Information has been Breached and steps such Individuals should take to protect themselves.

(b) Covered Entity will be responsible for providing notification to Individuals whose Unsecured Protected Health Information has been disclosed, as well as the Secretary and the media, as required by the HITECH Standards.

(c) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.

(d) The Parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents" include activity such as 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 no such incident results in unauthorized access, use or disclosure of Electronic Protected Health Information.

2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Association in violation of this Agreement.

2.5 Subcontractors. Business Associate agrees to act in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.6 Access. Within ten (10) business days of a request by the Covered Entity for access to PHI about an Individual maintained by Business Associate in a Designated Record Set, the Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set. In the event any Individual requests access to PHI directly from such Business Associate, the Business Associate shall notify Covered Entity and respond to the request for PHI within fifteen (15) business days. If the requested PHI is maintained electronically, Business Associate must provide a copy of the PHI in the electronic form and format requested by the Individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual. Any denials of access to the PHI requested shall be the responsibility of Covered Entity. Business Associate may charge Covered Entity or Individual for the actual labor cost involved in providing such access.

2.7 Security of Electronic Protected Health Information. Business Associate agrees to implement administrative, physical and technical safeguards that are reasonably and appropriately designed to protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees in writing to implement reasonable and appropriate safeguards to protect it; and (3) report to the Covered Entity any security incidents of which it becomes aware in accordance with Section 2.3.

2.8 Minimum Necessary. Business Associate agrees to limit its uses and disclosures of, and requests for, Protected Health Information (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 CFR 164.502(b) and 42 U.S.C. § 17935(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

2.9 Amendments. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity, upon request of Covered Entity or an Individual, pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526 within thirty (30) days.

2.10 Accounting. The Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI made by Business Associate as would be required for the Covered Entity to respond to a request by an Individual made in accordance with 45 CFR 164.528. At a minimum, the accounting of disclosures shall include the following information:

- a. Date of disclosure;
- b. The name of the person or entity who received the PHI, and if known, the address of such entity or person;
- c. A brief description of the PHI disclosed; and
- d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall notify the Covered Entity and respond to the request within fifteen (15) business days. Any denials of a request for an accounting shall be the responsibility of Covered

Entity. The Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

Business Associate need not record disclosure information or otherwise account for disclosures of PHI that this Agreement or Covered Entity in writing permits or requires (i) for the purpose of Covered Entity's treatment activities, payment activities, or health care operations (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act); (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes; (v) for national security or intelligence purposes; (vi) to law enforcement officials or correctional institutions regarding inmates; or (vii) pursuant to an authorization.

2.11 Disclosure of Practices, Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary in a time or manner designated by the Covered Entity or Secretary, for purposes of determining compliance with the HIPAA Rules.

Article 3

Permitted Uses and Disclosures by Business Associate

3.1 Permitted Use and Disclosure. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the HIPAA Rules.

(a) Business Associate may use or disclose Protected Health Information as necessary to perform and in furtherance of the services to Covered Entity, which may include use and disclosure in databases, software and aggregation services available to Business Associate.

(b) Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(c) Business Associate may use or disclose Protected Health Information as required by law. Business Associate shall disclose the minimum amount necessary to satisfy the requirement and shall make reasonable efforts to obtain assurances that confidential treatment be accorded to Protected Health Information.

(d) Business Associate agrees to limit its uses and disclosures of, and requests for, Protected Health Information (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

(e) Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Article 4

Obligations of Covered Entity

4.1 Notice of Privacy Practices of Covered Entity. Covered Entity shall notify Business Associate in writing of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Restrictions in Use of Protected Health Information. Covered Entity shall notify Business Associate in writing of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Changes in the Use of Protected Health Information. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Permissible Requests by Covered Entity. Except as otherwise provided in this Agreement, Covered Entity will not ask Business Associate to use or disclose Protected Health Information in any manner that would violate the HIPAA Rules or the HITECH Standard if done by Covered Entity.

Article 5

Term and Termination

5.1 Term. The initial term of this Agreement shall begin on the Effective Date and continue for the same term as set forth in the Broker Services and Consulting Agreement between the Parties remains in effect, subject to early termination under Section 5.2.

5.2 Termination for Cause. Upon either Party's reasonable determination that the other Party has committed a violation or material breach of this Agreement, the non-breaching Party may take one of the following steps:

(a) Provide an opportunity for the breaching Party to cure the breach or end the violation, and if the breaching Party does not cure the breach or end the violation within thirty (30) days, terminate this Agreement;

(b) Immediately terminate this Agreement if the other Party has committed a material breach of this Agreement and cure of the material breach is not possible as acknowledged by both parties; or

(c) If neither cure nor termination is feasible, elect to continue this Agreement and report the violation or material breach to the Secretary in accordance with the requirements set forth in the HIPAA Rules.

5.3 Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or destroy the remaining Protected Health Information that the Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(d) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3.1 which applied prior to termination; and

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(f) Notwithstanding anything to the contrary herein, Covered Entity authorizes Business Associate to transmit Protected Health Information to another business associate of Covered Entity.

5.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Article 6 Miscellaneous

6.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

6.4 Prior Agreement. This Agreement shall replace and supersede any prior Business Associate Agreement between the Parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Macon Bibb

NFP

Signed: _____

Signed: _____

Date: _____

Date: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____