

VASCULAR SERVICE RATES

SERVICE	DESCRIPTION	RATES (\$USD)
Peripherally Inserted Central Catheter (PICC)	The successful placement of a single or double-lumen Peripherally Inserted Central Catheter (PICC) with the distal tip of the catheter terminating in the superior vena cava or caval-atrial junction *	450.00
PICC with Tip Location System (TLS)	The successful placement of a single or double-lumen PICC using TLS to confirm catheter distal tip location in the superior vena cava or caval-atrial junction without the need for confirmation via chest x-ray *	500.00
Triple-lumen PICC Insertion	The successful placement of a triple-lumen PICC *	500.00
Triple-lumen PICC with (TLS)	The successful placement of a triple-lumen PICC utilizing TLS *	550.00
Midline Catheter Insertion	The successful placement of a vascular access device inserted into a peripheral vein (namely basilic, cephalic, or brachial) with the tip terminating at or near axilla level, distal to the shoulder, designed for a dwell time of up to 29 days	400.00
Other IV Access	The successful placement of a vascular access device other than an PICC, EDC, or midline, such as a Peripheral IV (PIV) or port access	125.00
Catheter Declotting	The infusion of Activase® or a similar solution into a sluggish or clotted central line to attempt to restore flow through the catheter	125.00
Evaluation	Ordered evaluations made at a patient's bedside including, but not limited to (1) an assessment of a patient's history and physical examination of their venous system using ultrasound <i>without</i> the insertion of a vascular access device and/or (2) an assessment of an indwelling vascular access device	125.00
Cancellation	The cancellation of an order once the nurse has arrived at the facility due to (1) an inability to obtain consent for the procedure – refusal by patient or family member, (2) the cancellation of the order by a licensed independent practitioner without notification, or (3) after assessment it is determined that patient is not a candidate for successful placement of a vascular access device	125.00
Travel Fee	A travel fee will be applied per visit (not per procedure). Utilization of Tip Location System (TLS) is required for all travel fee locations.	\$250.00

* Following placement, Dynamic Employee(s) will wait at facility up to forty-five (45) minutes for x-ray completion without additional charge.

EDUCATION SERVICE RATES

Education Service	Base Price (\$USD)
1 – 2 Hours	\$750.00
4 Hours	\$1,100.00
8 Hours	\$1,550.00
LPN IV Course OHIO (48 hours)	\$500.00 / per student
LPN IV Course PA (15 hours)	\$250.00 / per student
Additional Supplies**	Market Price

Virtual Instruction: Online, educator-led instruction ("Virtual Instruction") may be available for select courses at a discounted rate (up to 20% off the base price).

Supplies (vary based on type of Education Service requested). Dynamic will provide handouts and training aids including veins, arms, CVAD catheters for demonstration. Client is responsible for providing all supplies for student's "hands on" and instructor's demonstration (if applicable, based on type of education course). ** Dynamic may provide additional supplies, upon request, for an additional fee.

Travel Charges

- Travel charges are only assessed for education requests outside of defined service regions.
- For multiple courses scheduled within the same day / trip, only one travel charge will apply.
 - Tier 1 (80-120 mi) \$250.00
 - Tier 2 (121-400 mi) \$750.00
 - Tier 3 (400+ mi) \$1000.00

Cancellation Fee. Any Presentations cancelled within seventy-two (72) hours of Educator's arrival will be charged the full rate of the presentation plus any costs incurred.

VASCULAR ACCESS SERVICES AGREEMENT

This Vascular Access Services Agreement ("Agreement") is made by and between **Mangum Regional Medical Center** ("Client") located at 1 Wickersham Drive, Mangum, Oklahoma 73554, and **Dynamic Access, LLC** ("Dynamic"), a Texas limited-liability company, located at 2600 North Central Expressway, Suite 280, Richardson, Texas 75080. Client or Dynamic may be referred to individually as "Party" and collectively as "Parties."

IT IS THEREFORE AGREED:

I. DEFINITIONS

- A. "Certified Health Care Staffing Service" means a firm that meets specific criteria and maintains standardized performance measures as established by The Joint Commission.
- B. "Dynamic Equipment and Supplies" means equipment and supplies for the practice of Vascular Access Services as specified in Exhibit A.
- C. "Effective Date" means the date of the last signature of a Party to this Agreement.
- D. "Insertion Records" means limited medical records deemed necessary to document Vascular Access Services ordered by Client and provided at Client's facility for purposes of quality control and regulatory compliance.
- E. "Licensed Independent Practitioner" means a physician or an individual licensed and authorized to write medical orders who is providing care for the patient/resident or is overseeing the health care provided to the patient/resident.
- F. "Quality Indicators" mean the criteria used to evaluate the quality of Dynamic's Vascular Access Services provided to the Client which include Success Rate and turnaround time.
- G. "Success Rate" means the frequency at which a line is successfully placed and provides vascular access as ordered, and as further defined in Exhibit A.
- H. "Vascular Access Services" means those services including the placement of a catheter line, peripheral IV, or other port access, and related access services referenced in Exhibit A.

II. SERVICES

- A. Dynamic will employ licensed and credentialed registered nurses ("Dynamic's Employee(s)") to be on call and available to provide Vascular Access Services, as ordered by the Client, on a twenty-four (24) hour, seven (7) day per week basis.
- B. The Parties agree that while Dynamic's Employees are performing Vascular Access Services, they are representing Dynamic and, under the direction and control of Dynamic, shall perform according to Dynamic's and the Client's standards, policies, and procedures and in a manner consistent with currently approved methods and practices of the medical profession including any rules or regulations promulgated by the State Board of Nursing for the individual state(s) where the Client is located, and/or as otherwise provided in this Agreement. Upon request, Dynamic shall provide documentation of internal policies and procedures relating to the performance of Vascular Access Services.
- C. Dynamic will determine, verify, and maintain records of required employee competencies. Verification of such competencies shall be made available to the Client upon request.
- D. Dynamic's employee(s) will provide only those Vascular Access Services ordered by the Client for which said employee has indicated to Dynamic that s/he is qualified to perform.
- E. Vascular Access Services performed by Dynamic's employees will be documented in the patient's medical record as required by the Client.
- F. Dynamic Equipment and Supplies will be provided and maintained as deemed necessary for

the practice of Vascular Access Services.

- G. Other than Dynamic Equipment and Supplies, the Client agrees to provide and maintain equipment, supplies, and other resources reasonably necessary for the practice of Vascular Access Services and maintenance at no expense to Dynamic or Dynamic's Employees. These resources may include, but are not limited to, Personal Protective Equipment (PPE), peripheral IV supplies, antimicrobial devices, x-rays, additional ultrasound equipment, and sterile gowns and gloves.
- H. The Joint Commission requires that all Certified Health Care Staffing Services conduct and document a full review of their employees' education (primary source verification), background, training, and current competencies. Any requests by Client for additional or more frequent verifications will be at the Client's expense. So long as Dynamic agrees to maintain and make available to Client, at Client's request, the following for each of Dynamic's employees, The Joint Commission does not require the Client to maintain separate, duplicative personnel files:
 - 1. OSHA training documentation
 - 2. HIPAA training documentation
 - 3. ACLS/BCLS certification
 - 4. PICC line insertion certification
 - 5. License verification (current)
 - 6. Applicable testing results
 - 7. Background checks
 - 8. Staff competencies
- I. The Parties agree that for the four (4) years following the provision of services under this Agreement, Dynamic will make available to the Secretary of the United States Comptroller General (USCG), and its duly authorized representatives, this Agreement and all of Dynamic's documents and accounting records related thereto. If Dynamic performs this Agreement by subcontracting with a third-party organization in an amount greater than \$10,000 over a twelve (12) month period, said subcontract will contain a clause to permit access by the Secretary of the USCG and its representatives to the third-party organization's relevant records.
- J. Dynamic agrees that individuals providing Vascular Access Services for a Client pursuant to this Agreement will be W-2 employees and not 1099 independent contractors.
- K. Upon the occurrence of incidents, errors, or sentinel events involving Dynamic's employees at the Client's facility while on assignment, the Client will notify Dynamic (via telephone or email) within twenty-four (24) hours of discovering such incident, error, or sentinel events and provide a detailed report of the event and all supporting documentation at Dynamic's contact information detailed herein via commercial overnight delivery service immediately after notifying Dynamic of said event(s).
- L. The Client shall have the authority to remove Dynamic's employee from its premises if, in the Client's professional judgment, it is determined that Dynamic's employee is unfit to provide Vascular Access Services or that the services rendered by said employee are below the standard of care. In this event, the Client shall immediately notify Dynamic who will then make every reasonable effort to promptly replace the removed employee.
- M. Dynamic agrees to make its employees available for site-specific orientation provided by the Client at no charge to the Client for a maximum of four (4) hours per employee. Any additional orientation deemed necessary by the Client will be billed to the Client by Dynamic at the rate of \$20 per hour, in 15-minute increments.

III. QUALITY INDICATORS

Dynamic and Client agree to collaborate on Quality Indicators for Vascular Access Services provided pursuant to this Agreement including the following:

- A. Dynamic's employees will provide Vascular Access Services with a Success Rate of no less than 95% over any six (6) month period, pursuant to Exhibit A.

- B. Dynamic strives to provide services with an average turnaround time of less than twenty-four (24) hours over any six (6) month period. The turnaround time is initiated upon Dynamic's receipt of an appropriate order from a Licensed Independent Practitioner on the Client's medical staff and is concluded upon Dynamic's employee completion of Vascular Access Services, as ordered, at the Client. Dynamic will only be excused from this quality indicator if the total number of Dynamic's eligible employees falls below 90% of its normal workforce in the applicable region due to governmental regulations, declaration of a state of emergency, force majeure, pandemics, epidemics, lockouts, or other causes beyond Dynamic's control.
- C. The Client may access Quality Indicator data via Dynamic's web-based application.
- D. The Client shall monitor overall PICC infection rates, analyze PICC infection incidents, supply comprehensive incident reports to Dynamic, and inform Dynamic if said rates exceed zero percent (0%). If PICC infection rates ever exceed 0%, the Parties will collaborate to create an action plan incorporating additional education and monitoring of the entire vascular access process, which will be presented to Dynamic's employees and the Client's staff.
- E. The Client agrees to promptly notify Dynamic if Client is ever dissatisfied with the quality of Vascular Access Services rendered by Dynamic. An immediate evaluation will occur to determine best steps to resolve Client's concerns in an effective and efficient manner.
- F. Any individual or organization affiliated with the Client with concerns about the quality and safety of patient care delivered by Dynamic, which have not already been addressed by Dynamic, is encouraged to contact the Joint Commission at www.jointcommission.org or by calling the Office of Quality Monitoring at 630.792.5636. Dynamic shall not take retaliatory or disciplinary action against any Client, any Client affiliates or employees, or Dynamic's employees following reports of safety or quality of care concerns in good faith.

IV. TERM, RENEWAL, AND TERMINATION

- A. The term of this Agreement shall commence on the Effective Date or as otherwise defined herein and continue for an initial period of one (1) year (the "Initial Term"). This Agreement shall renew automatically on each anniversary of the Effective Date in increments of one (1) year (the "Renewal Term(s)").
- B. This Agreement may be terminated at any time after the Initial Term by either Party with a minimum of sixty (60) days written notice to the other Party.
- C. Either Party may immediately terminate this Agreement if (1) the other Party commits an irreconcilable breach or such breach is imminent and said Party provides written notice to the other via commercial overnight delivery service at the address detailed herein, and the irreconcilable breach continues for more than fifteen (15) days after receipt of said notice; or (2) the other Party becomes insolvent; or (3) a Court of competent jurisdiction appoints a liquidator, receiver, manager, or administrative receiver to the other Party.
- D. The Parties may modify this Agreement by written, duly executed Amendment or Addendum.
- E. The Parties shall review this Agreement at least annually.

V. NOTICES

All notices, requests and demands or other communications to be given under this Agreement to the other Party will be made via either certified or registered first-class mail, express courier, or electronic mail to the Party's address given below:

If to Client, to: MANGUM REGIONAL MEDICAL CENTER
1 Wickersham Drive
Mangum, OK 73554

Email:

If to Dynamic, to: DYNAMIC ACCESS, LLC
2600 North Central Expressway, Suite 280
Richardson, TX 75080
notices@dynamicaccess.com

VI. FEES / ACCOUNTS RECEIVABLE / INVOICES

- A. Client agrees to pay all fees, based on the rates outlined in Exhibit A, for Vascular Access Services performed by Dynamic pursuant to this Agreement.
- B. Unless otherwise agreed by the Parties, beginning on the first anniversary of the Effective Date, and each succeeding anniversary thereafter, the then-current price for Dynamic Vascular Access Services shall increase by 3.0% and shall be applied to all new orders placed after the applicable anniversary.
- C. Dynamic will submit invoices to the Client, via the contact information provided herein, on a semi-monthly basis. Payment terms are net thirty (30) days. Any unpaid balances on uncontested invoices are past due on the thirty-first (31st) day after date of invoice and may accrue and be charged interest at 1.5% per month on the entire invoice balance (including accrued interest). Dynamic services to Client may be suspended for late or non-payment of invoices until Client's account is current.

Billing Party:
Billing Address:
Contact Name:
Phone:
Email:

- D. Client agrees to pay all fees and costs incurred by Dynamic for accounts placed in collection.

VII. WORKER'S COMPENSATION AND INSURANCE

- A. Dynamic's employees shall be covered by:
 - 1. Worker's Compensation Insurance;
 - 2. professional liability and medical malpractice insurance with limits maintained at a minimum of \$1,000,000 per occurrence / \$3,000,000 aggregate; and
 - 3. comprehensive general liability insurance with limits on this coverage maintained at a minimum of \$1,000,000 aggregate.
- B. If a Dynamic employee is involved in any occupational safety hazard event at the Client, Client agrees to notify Dynamic of the incident within twenty-four (24) hours of incident or discovery thereof and furnish copies of any injury reports generated by the Client to Dynamic.
- C. Upon request, Dynamic will furnish insurance coverage verifications to the Client.

VIII. ALTERNATIVE DISPUTE RESOLUTION

- A. In the event of any dispute, potential claim, or other matter in question arising out of or related to this Agreement, a party must request mediation through the American Health Law Association ("AHLA") Dispute Resolution Service prior to initiating arbitration under this clause. Each Party shall be responsible for one-half (1/2) of the mediation fees and all of its own legal fees related to the mediation.
- B. If the matter has not been fully resolved through mediation, and no earlier than 60 days after notifying the opposing party that the request for mediation was submitted to AHLA, a party may initiate arbitration through the AHLA Dispute Resolution Service in accordance with the AHLA Rules of Procedure for Arbitration.

C. An award of arbitration may be entered and enforced in any court of competent jurisdiction.

IX. ATTORNEY FEES

If either Party brings an action against the other to enforce any condition or covenant of this Agreement, the substantially prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees incurred in such action.

X. SOLICITATION

Neither party shall solicit any current or former employee(s) of the other Party during their employment or for a period of six (6) months following their termination of employment. Exceptions may be granted on a case-by-case basis and only by written agreement between the Parties.

XI. COMPLIANCE

- A. It is the intention of the Parties that this Agreement be interpreted to comply with all applicable federal and state laws and regulations including, but not limited to, 42 U.S.C. § 1320-a-7b(b) ("Anti-Kickback Statute"), 42 U.S.C. § 1395nn ("Stark Law"), and 42 U.S.C. § 1320d-6 (the Health Insurance Portability and Accountability Act, or "HIPAA").
- B. Dynamic shall ensure that Vascular Access Services rendered hereunder are provided in accordance with applicable federal, state, and local laws, rules, regulations, and ordinances including, but not limited to, Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, and the rules and regulations thereunder. Dynamic shall render services without discrimination on account of gender, sex, sexual orientation, race, religion, color, national origin, disability, familial status, military/veteran status, citizenship status, or age.
- C. Notwithstanding any unanticipated effect of any provisions of the Agreement, neither Party will conduct itself in such manner as to violate applicable prohibitions against fraud and abuse in connection with the Medicare and Medicaid programs. Dynamic shall immediately notify the Client if Dynamic has been excluded, suspended, or otherwise debarred from participation in Medicare, Medicaid, or any state health care program.

XII. INDEMNIFICATION

THE PARTIES MUTUALLY AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO DEFEND, INDEMNIFY, AND HOLD EACH OTHER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES), LOSSES OR LIABILITIES INCURRED, BROUGHT BY ANY THIRD-PARTY, WHICH MAY BE CAUSED BY OR DIRECTLY ARISE FROM THE PERFORMANCE OF ANY OBLIGATIONS HEREUNDER BY THE INDEMNIFYING PARTY, ITS AGENTS, REPRESENTATIVES, AND/OR EMPLOYEES, EXCEPT TO THE EXTENT THAT SUCH LOSS OR CLAIM IS DUE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE OTHER PARTY. THIS PROVISION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THE AGREEMENT.

XIII. LIMITATION OF LIABILITIES

THE PARTIES MUTUALLY AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT IN NO EVENT WILL EITHER PARTY, OR THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, OR AGENTS HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY, OR OTHERWISE, AND NOTWITHSTANDING ANY WILLFUL MISCONDUCT, GROSS NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOSS OF OR DAMAGE TO DATA, OR PROFITS OR BUSINESS INTERRUPTION LOSSES, SUSTAINED OR ARISING FROM OR RELATED TO SERVICES PROVIDED AND THAT DYNAMIC'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE

AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT FOR SERVICES RENDERED BY PROVIDER.

XIV. CHOICE OF LAW AND VENUE

This Agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas, including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. The Parties hereto agree to the exclusive jurisdiction of the State and Federal Courts sitting in Collin County, Texas.

XV. SEVERABILITY

Should any provision of this Agreement be deemed invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability.

XVI. WAIVER

Waiver, by either Party, of a breach or other violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any prior, concurrent, or subsequent breach. None of the provisions of this Agreement will be considered waived by either Party except when such waiver is given in writing.

XVII. ASSIGNMENT

This Agreement and any of its rights and obligations may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, delayed or conditioned; provided, however, that either Party may assign this Agreement, without the consent of the other Party, in connection with such Party's merger, consolidation, transfer or sale of all or substantially all of the assets of such Party; provided further that the successor, surviving entity, purchaser of assets, or transferee, as applicable, expressly assumes in writing such Party's obligations under this Agreement.

XVIII. COUNTERPARTS

This Agreement may be executed in two or more counterparts, all of which shall, together, constitute only one Agreement. Further, digital signatures, or those otherwise delivered via email or fax, shall be effective as originals.

XIX. ENTIRE AGREEMENT

This Agreement, including any exhibits presently or subsequently attached and referenced herein, is the entire Agreement between the Parties. It replaces and supersedes all oral agreements between the Parties, as well as any prior writings. Any modifications and amendments to this Agreement, including any exhibits, shall be enforceable only if they are in writing and are duly signed by an Authorized Representative of each Party.

***** Remainder of page intentionally blank – signature page to follow. *****

IN WITNESS WHEREOF, the undersigned represent that they are authorized to bind their respective principals to the terms of this Agreement.

MANGUM REGIONAL MEDICAL CENTER

By:

Name:

Title:

Date:

DYNAMIC ACCESS, LLC

By:

Name:

Title:

Date:

EXHIBIT A

VASCULAR SERVICE RATES

SERVICE	DESCRIPTION	RATES (\$USD)
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EXHIBIT A.1.

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Cancellation Fee. Any Presentations cancelled within seventy-two (72) hours of Educator’s arrival will be charged the full rate of the presentation plus any costs incurred.

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is made by and between **Mangum Regional Medical Center** (“Covered Entity”) and **Dynamic Access, LLC** (“Business Associate”), in accordance with the meaning given to those terms at 45 CFR §164.501. In this BAA, Covered Entity and Business Associate are each a “Party” and collectively the “Parties”.

WITNESSETH

WHEREAS the Parties have entered into one or more Service Agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Agreement”).

WHEREAS the Parties are committed to complying with the terms of this Agreement as well as all federal and state laws governing the confidentiality and privacy of health information including, but not limited to, the HITECH Act, and all HIPAA security and privacy requirements found at 45 CFR §§ 160 and 164, (collectively, the “Privacy Rule”).

WHEREAS Business Associate will have access to Protected Health Information (“PHI”) while providing services pursuant to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

A. Definitions. For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

1. “Affiliate” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.
2. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
3. “Breach Notification Rule” refers to the Rule set forth in 45 CFR § 164, Subpart D.
4. Covered Entity is either a “Covered Entity” or “Business Associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, “HIPAA”) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below).
5. “Data Aggregation” means, with respect to PHI created or received by Business Associate in its capacity as the “Business Associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
6. “Designated Record Set” has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.B.
7. “De-Identify” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).
8. “EHR” means Electronic Health Records as a subset of health information technology.

9. "Electronic Protected Health Information" or "EPHI" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §§ 160, 162, and 164.
10. "Health Care Operations" has the meaning given to that term in 45 CFR §164.501.
11. "HHS" means the U.S. Department of Health and Human Services.
12. "HIPAA" means the Health Insurance Portability and Accountability Act and collectively refers to the HIPAA statute, including the privacy, security, breach, notification, and enforcement rules at 45 CFR § 160 and § 164, and any associated regulations.
13. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
14. "Individual" has the same meaning given to that term i in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
15. "Privacy Rule" means that portion of HIPAA set forth in 45 CFR §§ 160 and 164, Subparts A and E, which establishes national standards to protect individuals' medical records and other personal health information and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically.
16. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental 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 (ii) that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR §§160.103 and 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.
17. "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.
18. "Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR §§ 160 and 164, Subparts A and C.
19. "Unsecured Protected Health Information" or "Unsecured PHI" means any PHI that is not secured through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h). In the event that timely guidance is not provided by the Secretary, it shall mean PHI that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standard developing organization that is accredited by the American National Standards Institute.

B. Use and Disclosure of PHI.

1. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.
2. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes

Business Associate to use the PHI in its possession for the proper management and administration of its business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party, and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

3. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.
 4. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- C. Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and further agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate further agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA to ensure that the actions or omissions of its employees/agents do not cause a breach of the terms of this BAA.
- D. Reporting Disclosures of PHI and Security Incidents.** Business Associate will report to Covered Entity any use or disclosure of PHI not provided for by this BAA and any security incident affecting EPHI of Covered Entity within five (5) business days of becoming aware of the event. Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of this BAA.
- E. Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.
- F. HITECH Act Compliance.** The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30- days' prior written notice to the other Party.
- G. Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors that have access to PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any EPHI that it creates, receives, maintains, or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 1.M. of this BAA. Such notification shall occur within 30 (thirty) calendar days of the

execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.

H. Audit Report. Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), Health Information Trust Alliance (HITRUST) certification, or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate's audit report.

I. Access to PHI by Individuals.

1. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.
2. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.

J. Amendment of PHI.

1. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.
2. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

K. Accounting of Disclosures.

1. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received 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 the disclosure which includes the basis for such disclosure.
2. Business Associate will furnish documentation to Covered Entity within ten business days after written request, to facilitate Covered Entity's accounting of disclosures as required by 45 CFR §164.528. If Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

3. In the event an Individual delivers the initial request for an accounting directly to Business Associate, such request will be forwarded to Covered Entity within ten business days.
- L. Availability of Books and Records.** Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA and this BAA.
- M. Responsibilities of Covered Entity.** With regard to the use and/or disclosure of PHI by Business Associate, Covered Entity agrees to:
1. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 2. Notify Business Associate of any changes in permission by an Individual to use/disclose PHI, to the extent that they may affect Business Associate's use or disclosure of PHI.
 3. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
 4. Not request use or disclosure of PHI by Business Associate in any manner that would not be permissible under HIPAA if done by Covered Entity except for data aggregation or management and administrative activities of Business Associate.
- N. Data Ownership.** Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement.
- O. Term and Termination.**
1. The Term of this BAA shall be effective as of the date of the last signature of a Party hereto and shall continue in effect until such time that either or both Parties terminate the underlying Service Agreement(s).
 2. Covered Entity may terminate this BAA immediately if Covered Entity determines that Business Associate has violated a material term of this BAA and Business Associate has failed to cure that violation or breach within 30 days after written notice from Covered Entity. Covered Entity reserves the right to report the violation to the Secretary of HHS if termination is not feasible.
- P. Obligations upon Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 2. Return to Covered Entity the remaining PHI that the Business Associate still maintains in any form;
 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR § 164 with respect to EPHI to prevent use or disclosure, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set provided herein which applied prior to termination; and

5. Return the retained PHI to Covered Entity when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Q. Effect of BAA.

1. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with the Agreement, the terms of this BAA shall govern.
2. Any ambiguity in this Agreement shall be interpreted to ensure compliance with the HIPAA Rules.
3. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

R. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended at the time of Agreement.

S. Notices. All notices, requests and demands or other communications to be given under this BAA to a Party will be made via either certified or registered first-class mail, express courier, or electronic mail to the Party's address given below:

If to Covered Entity, to: MANGUM REGIONAL MEDICAL CENTER
1 Wickersham Drive
Mangum, OK 73554

Email:

If to Business Associate, to: DYNAMIC ACCESS, LLC
2600 North Central Expressway, Suite 280
Richardson, TX 75080
notices@dynamicaccess.com

T. 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. Any amendment must be in writing and duly executed by the Parties.

U. Severability. The invalidity or unenforceability of any term or provision of this BAA shall not affect the validity or enforceability of any other term or provision herein.

***** Remainder of page intentionally blank – signature page to follow. *****

IN WITNESS WHEREOF, the undersigned represent that they are authorized to bind their respective principals to the terms of this Agreement.

MANGUM REGIONAL MEDICAL CENTER

By:

Name:

Title:

Date:

DYNAMIC ACCESS, LLC

By:

Name:

Title:

Date: