



Business Associate Agreement

[Please review, fill in, sign and fax the agreement to (866)-212-2888]

THIS BUSINESS ASSOCIATE AGREEMENT (“BA Agreement”) is made effective the 22nd of February, 2022, by and between: Organogenesis Inc.,

having a business address at 150 Dan Road, Canton, MA 02021 (“**Business Associate**”), and:

Mangum City Hospital Authority (“**Covered Entity**”) having a business address at:

Address 1 Wickersham Drive

City: Mangum State: OK Zip: 73554

Phone Number: 580-782-3353 Fax Number: 580-782-5944 NPI Number: CAH371330-00

(each a “**Party**” and together with the Business Associate, the “**Parties**”).

Please include a listing of all shipping addresses associated with the “Covered Entity” on a separate sheet and forward with signed Business Associate Agreement.

Please check one of the following: Physician office (11) Hospital Outpatient (22)
 Ambulatory Surgical Center (24) Nursing Home Other

WHEREAS, the Parties intend to enter a business arrangement whereby Organogenesis Inc. will provide certain payment, billing and insurance coverage administrative services for Covered Entity, and, in the course of providing such services to Covered Entity, Organogenesis Inc. may be considered a “business associate” of Covered Entity as this term is defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and,

WHEREAS, Business Associate will require access to Protected Health Information (as defined below) to fulfill its responsibilities under such arrangement.

NOW, THEREFORE, in consideration of the Parties’ compliance with HIPAA, the Public Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”), Public Law 111-5, and the regulations promulgated thereunder by the U.S. Department of Health & Human Services (the “HIPAA Regulations”), and other applicable federal and state laws, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this BA Agreement in order to address the requirements of HIPAA, the HIPAA regulations, HITECH, and other applicable federal and state laws, to protect the interests of both Parties.

I. DEFINITIONS

(a) “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under subpart E of 45 C.F.R. § Part 164 that compromises the security or privacy of the PHI (within the meaning of 45 C.F.R. § 164.402).

Organogenesis Reimbursement Department: 1-888-432-5232 option #3

(b) “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 § C.F.R. 164.501.

(c) “Electronic Protected Health Information” or “ePHI” means PHI that is transmitted by or maintained in electronic media as defined in 45 C.F.R. § 160.103.

(d) “Privacy Rule” shall mean the HIPAA regulations codified at 45 C.F.R. Parts § 160 and 164, Subparts A and E.

(e) “Protected Health Information” or “PHI” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.103, and is the information created or received by Business Associate from or on behalf of Covered Entity, including, but not limited to, ePHI.

(f) “Secretary” shall mean the Secretary of the U.S. Department of Health & Human Services or designee.

(g) “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system as provided in 45 C.F.R. § 164.304.

(h) “Security Rule” shall mean the HIPAA regulations codified at 45 C.F.R. Parts § 160 and 164, Subparts A and C.

(i) “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in regulations or other guidance issued under Section 13402(h)(2) of HITECH.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

(a) Business Associate acknowledges and agrees:

(i) that all PHI made available by Covered Entity in any form, including, but not limited to, paper record, oral communication, audio recording, facsimile or ePHI to Business Associate, or that is created or received by Business Associate on Covered Entity’s behalf, shall be subject to this Agreement; and,

(ii) to use or disclose any PHI solely: (1) for carrying out certain payment, billing and insurance coverage administrative services for Covered Entity or any agreement entered into between the Parties that necessitates the use and/or disclosure of PHI by Business Associate; (2) as required by applicable law, rule or regulation, or by an accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or as required by HIPAA; and, (3) as would be permitted by the HIPAA Regulations if such use or disclosure were made by Covered Entity. To the extent that Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of the obligation.

(b) Business Associate shall make PHI in a Designated Record Set maintained by, or in the possession of, Business Associate available to Covered Entity for inspection and copying to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524 upon Covered Entity’s request.

(c) Upon Covered Entity's request, Business Associate shall make PHI in a Designated Record Set maintained by, or in the possession of, Business Associate available to Covered Entity for amendment and shall incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526. If an individual requests an amendment of PHI directly from Business Associate, Business Associate will notify Covered Entity of the request. Any approval or denial of an amendment of PHI shall be the responsibility of Covered Entity.

(d) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. At a minimum, such documentation shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure. Business Associate shall retain such documentation for such period as is set forth in the Privacy Rule or other applicable laws.

(e) Business Associate agrees to provide to the Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule upon the Covered Entity's request.

(f) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose PHI as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(1) the disclosure is required by law;

(2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; or,

(3) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this BA Agreement, data aggregation services means the combining of PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(g) Business Associate will only request, use, and disclose the minimum amount of PHI necessary for Business Associate to perform services for which it has been retained by Covered Entity. Business Associate agrees to comply with the Secretary's guidance regarding what is considered to be minimum necessary.

(h) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Breach relating to Business Associate or any of its agents or subcontractors.

(i) For purposes of determining Covered Entity's compliance with the Privacy Rule and Security Rule, Business Associate agrees to make available to the Secretary its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity.

III. SECURITY OBLIGATIONS OF BUSINESS ASSOCIATE

(a) Business Associate will implement appropriate physical, technical and administrative safeguards to (1) prevent use or disclosure of PHI other than as permitted in this BA Agreement or as required by law, and (2) to reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall comply fully with the applicable provisions of the Security Rule found in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316.

(b) Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions and conditions that apply to Business Associate with respect to the PHI. Business Associate shall ensure that any agent with access to PHI shall implement the same safeguards required of the Business Associate with respect to PHI. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions, and shall mitigate such effects of any such violation.

(c) Business Associate shall notify Covered Entity in writing within thirty (30) calendar days of:

- (i) a Breach of Unsecured PHI;
- (ii) any disclosure of PHI that is not authorized by this BA Agreement; or,

(iii) any Security Incident of which it becomes aware that Business Associate, its employees, its employees, agents or subcontractors experience involving, or potentially involving, Unsecured PHI. This section constitutes notice 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 is required. Unsuccessful Security Incidents include, but are not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.

(d) Business Associate shall, without unreasonable delay, but in no event later than sixty (60) calendar days after the discovery of a Breach of Unsecured PHI, notify Covered Entity of such Breach to the extent required under, and in accordance with the requirements of, 45 CFR § 164.400 et seq. (Subpart D). To the extent provided under 45 CFR § 164.404(a)(2), a Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate.

(e) Business Associate shall:

(i) not receive, directly or indirectly, any impermissible remuneration in exchange for PHI or ePHI, except as permitted by the Privacy Rule; and

(ii) comply with the marketing and other restrictions applicable to business associates contained in the Privacy Rule.

IV. OBLIGATIONS OF COVERED ENTITY

(a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices, pursuant to 45 C.F.R. § 164.520 to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by any individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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

V. TERM AND TERMINATION

(a) This BA Agreement shall be effective as of the date first written above and shall continue, unless otherwise provided in this BA Agreement, until the expiration or termination of any agreement entered into between the Parties that necessitates the use and/or disclosure of PHI by Business Associate.

(b) If either Party violates or breaches a material term of this BA Agreement, the non-breaching Party shall provide a written notice of the breach and the breaching Party shall have sixty (60) days to cure the breach or end the violation specified in the notice. If the breach cannot be cured or is not cured within that time period, this Agreement may be immediately terminated by the non-breaching Party. If neither cure nor termination is feasible, the non-breaching Party may report the problem to the Secretary.

(c) Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

(d) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Business Associate shall extend the protections of this BA Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.

VI. MISCELLANEOUS

(a) Except as expressly stated herein or within HIPAA, the HIPAA regulations or HITECH, the Parties to this BA Agreement do not intend to create any rights in any third parties.

(b) The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this BA Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

(c) This BA Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this BA Agreement without the prior written consent of the other Party.

(d) None of the provisions of this BA Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this BA Agreement and any other agreements between the Parties evidencing their business relationship.

(e) This BA Agreement will be governed by the laws of the Commonwealth of Massachusetts.

(f) In the event that any provision of this BA Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this BA Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this BA Agreement fails to comply with the then-current requirements of HIPAA, the HIPAA regulations, HITECH, or any other applicable federal and state law, such Party shall notify the other Party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this BA Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the BA Agreement fails to comply with HIPAA, the HIPAA regulations, HITECH, or any other applicable federal or state law, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this BA Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

Organogenesis Inc.

By: _____

By: _____

Carson VanZant

(please print)

(please print)

Title: Chairman

Title: _____

Date: 2/22/2022

Date: _____

NPI Number: CAH371330-00

List all shipping addresses associated with the “Covered Entity” on page 1 of the BAA:

1) _____

2) _____

3) _____

4) _____

5) _____

