BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“BA Agreement”) is made effective as of the date of signature (“Effective Date”), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Covered Entity”), and **4N Healthcare Consulting, LLC**(collectively “Business Associate”). Covered Entity and Business Associate may be referred to in this BA Agreement as a “Party” individually and as “Parties” collectively.

RECITALS

WHEREAS, Business Associate now and in the future may have relationships with Covered Entity in which Business Associate is entrusted with confidential, individually identifiable patient information (“Protected Health Information” or “PHI”), which Business Associate may access, create, and use in providing services or products to Covered Entity and which is otherwise protected by state or federal law.

WHEREAS, both Parties desire to meet their obligations to protect PHI under: (i) the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”) and the Security Standards (“Security Rule”) published by the U.S. Department of Health and Human Services (“DHHS”) at 45 CFR parts 160 through 164 under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); (ii) the additional Privacy and Security Rule requirements pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), as amended from time to time; and (iii) the final Omnibus Rule implementing additional Privacy and Security Rule requirements pursuant to HITECH (“Omnibus Rule”), which requires compliance on or before September 23, 2013, and as may be further amended from time to time..

WHEREAS, both Parties further desire to meet their obligations to protect PHI under additional privacy and security requirements adopted by the Texas Legislature, which apply equally to business associates as “covered entities” under Texas law and may be more restrictive than those required under HIPAA and HITECH.

WHEREAS, both Parties desire to make technical and procedural arrangements to assure that their business relationships meet each of these various statutory or regulatory requirements.

WHEREAS, both Parties desire to set forth the terms and conditions pursuant to which PHI that is provided by, or created or received by, Business Associate on behalf of Covered Entity will be handled between themselves and third parties.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Regulatory citations in this BA Agreement are to the United States Code of Federal Regulations (“CFR”), as promulgated, interpreted, and amended from time to time by DHHS, for so long as such regulations are in effect. Unless otherwise specified in this BA Agreement, all terms not otherwise defined shall have the meaning established for purposes of parts 160 through 164 of Title 45 of the CFR, as amended from time to time.

2. Permitted Uses and Disclosures of PHI

2.1. Services. Covered Entity and Business Associate have a business relationship whereby Business Associate will provide Services (“Services”) to Covered Entity that may involve the use or disclosure of PHI. The Services will be provided to Covered Entity under various service agreements (collectively, “Service Agreements”), that specify the Services to be provided by Business Associate to or on behalf of Covered Entity.

2.2. Use of PHI. As specified in this BA Agreement, Business Associate may use or disclose PHI created or received from or on behalf of Covered Entity necessary to perform its obligations to Covered Entity under the Service Agreements; provided, however, that all other uses not authorized by this BA Agreement, the applicable Service Agreement, or other written instructions from the Covered Entity, are prohibited. Moreover, Business Associate may disclose PHI for the purposes authorized by this BA Agreement only: (i) to its employees, subcontractors, and agents in accordance with Section 3.1(h) below; (ii) as directed by Covered Entity; or (iii) as otherwise permitted by the terms of this BA Agreement, including, but not limited to, Section 2.3(a) and Section 2.4(b) below.

2.3. Data Analysis. Business Associate may: (a) with prior written notice to Covered Entity, use, analyze, and disclose the PHI in its possession for the public health activities and purposes set forth at 45 CFR § 164.512(b); and (b) aggregate the PHI in its possession with the PHI of other customers and covered entities that Business Associate has in its possession through its capacity as a business associate to such other entities, provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to the Health Care Operations of Covered Entity. Periodically, Business Associate shall notify Covered Entity of opportunities for such analyses, and provided that Covered Entity does not decline to participate, Business Associate shall promptly furnish the results of such analysis to Covered Entity. Covered Entity may also propose analyses that would be useful for its purposes, and to the extent reasonable and permissible by law and its agreements with other covered entities, Business Associate shall attempt to prepare such analyses.

2.4. Business Activities of Business Associate. Unless otherwise limited in this BA Agreement, Business Associate may:

(a) Use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate;

(b) Disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that: (i) the disclosures are required by law; (ii) the disclosures do not require an authorization or “opportunity to agree”; or (iii) Business Associate has reasonable written assurances from the third party receiving the PHI that such party will hold and maintain the PHI confidentially, only use the disclosed PHI as required by law or for the purposes of the disclosure, and notify Business Associate if the third party becomes aware that the confidentiality of the PHI has been breached; and

(c) De-identify any and all PHI provided that Business Associate implements de-identification criteria in accord the Privacy Rule and further provided that Business Associate provides to Covered Entity the documentation required by 45 CFR § 164.514(b), which may be in the form of a written assurance from the Business Associate. De-identified information does not constitute PHI and is not subject to the terms of this BA Agreement; provided, however, absent prior written authorization from Covered Entity, such de-identified information shall not include business, proprietary, or other information about Covered Entity.

3. Responsibilities of the Parties With Respect to PHI.

3.1. Responsibilities of the Business Associate. With regard to its use or disclosure of PHI, the Business Associate shall:

(a) Use or disclose the minimum amount of PHI necessary as permitted or required by this BA Agreement or as otherwise required by law to accomplish the intended purpose of such use or disclosure;

(b) To the extent Business Associate carries out one or more of Covered Entity’s obligations under the Privacy Rule, comply with the same Privacy Rule requirements that apply to Covered Entity;

(c) Develop and maintain a comprehensive written health information privacy and security program that implements: (i) appropriate policies, procedures, and protections as required by the Privacy Rule for the privacy of PHI; (ii) appropriate Administrative, Physical, and Technical Safeguards (collectively, the “Safeguards”) that reasonably protect PHI, including electronic PHI (“e-PHI”), as required by the Security Rule and amended from time to time; and (iii) appropriate policies, procedures, and protections to implement and document such Safeguards;

(d) To the extent feasible, use commercially reasonable efforts to secure PHI through technology standards that render such PHI unusable, unreadable, and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with guidance promulgated by DHHS or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PHI;

(e) Report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI that is not permitted or required by this BA Agreement of which Business Associate becomes aware within 5 business days of Business Associate’s discovery of such unauthorized use or disclosure;

(f) Establish procedures for mitigating, to the greatest extent possible, any harmful effects from any improper use or disclosure of PHI that Business Associate knows of and reports to Covered Entity as referenced in Section 3.1(d) above;

(g) Report to the designated Security Officer of Covered Entity, in writing, any breach in the security, confidentiality, integrity, or availability of e-PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity of which Business Associate becomes aware within 5 business days of Business Associate’s discovery of such security breach;

(h) Establish procedures for mitigating, to the greatest extent possible, any harmful effects from any improper breach to the security, confidentiality, integrity, or availability of e-PHI that Business Associate knows of and reports to Covered Entity as referenced in Section 3.1(f) above;

(i) In accordance with Section 3.3 of this BA Agreement, notify the Privacy and Security Officer of Covered Entity no later than 5 days after the first day on which Business Associate knows, or through exercise of reasonable diligence would have known, of any breach of Unsecured PHI (as defined by HITECH) accessed, maintained, retained, modified, recorded, stored, destroyed, or otherwise, held, used, or disclosed by Business Associate;

(j) Require all its subcontractors and agents that receive, use, or have access to PHI under this BA Agreement, to sign a written agreement that:

(i) Binds such subcontractors and agents to the same restrictions and conditions that apply to Business Associate pursuant to this BA Agreement as to the use or disclosure of PHI or the security, confidentiality, integrity, and availability of PHI;

(ii) Requires such subcontractors and agents to provide adequate safeguards against improper use or disclosure or breach of security related to e-PHI;

(iii) Contains reasonable assurances from such subcontractors and agents that the PHI they hold or maintain will remain confidential as provided in this BA Agreement and only disclosed as provided in this BA Agreement or required by law for the purposes for which it was disclosed to the respective subcontractor or agent; and

(iv) Obligates such subcontractors and agents to immediately notify Business Associate of any breaches of the confidentiality of PHI, including any security breach of Unsecured PHI, to the extent the respective subcontractor or agent obtains knowledge of such a breach.

(k) Make available all records, books, agreements, policies, and procedures relating to the use or disclosure of PHI to the Secretary of DHHS for purposes of determining compliance with the Privacy Rule, Security Rule, or Omnibus Rule;

(l) Upon written request, make available within 5 business days information necessary for Covered Entity to make an accounting of disclosures of an individual’s PHI or to make or incorporate an amendment to an individual’s PHI, as applicable;

(m) As of the Effective Date, comply with the HITECH Standards, each as may be applicable to the Services provided by Business Associate to Covered Entity pursuant to this BA Agreement, including, but not limited to: (i) the prohibition of the sale of PHI without authorization, unless an exemption is available under HIPAA or HITECH; (ii) the prohibition on receiving remuneration (directly or indirectly from individuals) for certain communications that fall within the exceptions to the definition of marketing, unless permitted by this BA Agreement and HITECH; and (iii) the requirements regarding accounting of certain disclosures of PHI maintained in an electronic health record under HITECH;

(n) [FOR TEXAS ENTITIES—]: Not: (i) sell PHI in such a way as to violate Section 181.153 of the Texas Health and Safety Code (“H&S Code”), as amended from time to time; (ii) use PHI in such a manner as to violate Section 181.152 of the H&S Code, or (iii) attempt to re-identify any information in violation of Section 181.151 of the H&S Code, regardless of whether such action is on behalf of or permitted by Covered Entity; and

(o) Subject to Section 5.5 below, return to Covered Entity or destroy, within 60 days of the termination of this BA Agreement, the PHI in its possession and retain no copies (which for purposes of this BA Agreement shall mean segregable databases, files, or recording media identifiable to Covered Entity that are used by Business Associate in providing Services on behalf of Covered Entity).

3.2. Responsibilities of the Covered Entity. With regard to the use or disclosure of PHI by Business Associate, Covered Entity shall:

(a) Obtain any consent or authorization that may be required by HIPAA or applicable state law, prior to furnishing Business Associate the PHI pertaining to an individual

(b) Notify Business Associate of any changes or limitations in Covered Entity’s notice of privacy practices to the extent that such change or limitation may affect Business Associate’s use or disclosure of PHI;

(c) Notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his PHI, to the extent such changes may affect Business Associate’s use or disclosure of PHI; and

(d) Notify Business Associate of any restriction on the use or disclosure of an individual’s PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent such restriction may affect Business Associate’s use or disclosure of PHI.

3.3. Responsibilities of the Parties with Respect to Breach Notification. Covered Entity and Business Associate will comply with HITECH and any implementing regulations regarding breach notification, as such regulations may be in effect from time to time (collectively, the “Breach Notification Rules”).

(a) Except as provided by 45 CFR § 164.412, Business Association will give Covered Entity notice of any breach of Unsecured PHI without unreasonable delay and in no event later than the earlier of the maximum time allowable under applicable law or 5 business days after Business Associate discovered such breach. For purposes of reporting a breach to Covered Entity, the discovery of such a breach will be deemed to occur as of the first day on which Business Associate knows or, by exercising reasonable diligence, should have known of such breach. Business Associate will be deemed to have knowledge of such a breach if it is known, or by exercising reasonable diligence should have been known, by any person (other than the person committing the breach) who is an employee, director, officer, or other agent of Business Associate.

(b) More specifically and for purposes of this BA Agreement, a “breach” is an unauthorized acquisition, access, use, or disclosure of Unsecured PHI, which compromises the security or privacy of the PHI. A breach compromises the privacy or security of the PHI if it poses a significant risk of financial, reputational, or other harm to the individual whose PHI was compromised.

(c) Upon discovery and within the time limits set forth in this Section 3.3, Business Associate shall notify Covered Entity of a breach of Unsecured PHI with sufficient information to allow compliance with the Breach Notification Rule. Such notice will be written in plain language and will include, to the extent possible or available, the following:

(i) the identification and contact information of all individuals whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during the breach;

(ii) a brief description of what happened, including the date of the breach and the date of the discovery of the breach;

(iii) a description of the types of Unsecured PHI that were involved in the breach;

(iv) any steps that individuals who were subjects of the breach should take to protect themselves from potential harm that may result from the breach;

(v) a brief description of what Business Associate is doing to investigate the breach, to mitigate the harm to affected individuals, and to protect against further breaches; and

(vi) contact procedures for affected individuals to ask questions or learn additional information, including a toll-free telephone number, an email address, a website, or postal address.

(d) Notwithstanding the provisions of this Section 3.3 and if a law enforcement official states to Business Associate that notification of a breach would impede a criminal investigation or cause damage to national security, then: (i) the notification shall be delayed for the time period specified by the official if the official’s statement is in writing and specifies the time for which a delay is required; or (ii) if the official’s statement is made orally, Business Associate shall document the oral statement, including the identity of the official making the statement, and delay the breach notification for no longer than 30 days from the date of the oral statement, unless the official submits a written statement during that time period.

(e) The Party responsible for the breach of Unsecured PHI shall be responsible for payment of all actual costs associated with the breach, including, but not limited to, costs of notifying affected individuals, credit monitoring (where applicable), and other efforts to mitigate the harm to affected individuals.

3.4. Responsibilities of the Parties with Respect to Designated Record Sets. This Section 3.4 applies only if, in the course of performing the Services, Business Associate and Covered Entity agree that Business Associate will maintain Designated Records Sets containing PHI. As such:

(a) Business Associate shall: (i) at the request of, and in the time and manner designated by Covered Entity, provide access to the PHI to Covered Entity, or the individual to whom such PHI relates, or his or her authorized representative, in order to satisfy a request by such individual under HIPAA; and (ii) at the request of, and in the time and manner designated by Covered Entity, make any amendment(s) to the PHI that Covered Entity directs.

(b) Covered Entity shall: (i) notify Business Associate, in writing, of any PHI that Covered Entity seeks to make available to an individual pursuant to HIPAA and will cooperate with Business Associate as to the time, manner, and form in which Business Associate shall provide such access; and (ii) notify Business Associate, in writing, of any amendment(s) to the PHI in the possession of Business Associate that Covered Entity believes is necessary because of its belief that the PHI that is the subject of the amendment(s) has been or could be relied upon by Business Associate or others to the detriment of the individual who is the subject of the PHI.

4. Representations and Warranties of the Parties. Each Party represents and warrants to the other Party:

4.1. Workforce Informed of BA Agreement Terms. All of the Parties employees, agents, representatives, and members of its respective workforce, whose services may be used to fulfill obligations under this BA Agreement are or shall be appropriately informed of the applicable terms of this BA Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all applicable provisions of this BA Agreement.

4.2. Reasonable Cooperation among Parties. Each Party will reasonably cooperate with the other Party in the performance of the mutual obligations under this BA Agreement.

4.3. Prepared to Comply with HIPAA Requirements. Each Party is prepared to comply with those provisions of this BA Agreement required by 45 CFR part 164 on or before: (i) April 14, 2003 (Privacy Rule), and April 20, 2005 (Security Rule), for those Service Agreements in effect on such dates; (ii) February 17, 2010 (HITECH), for those Service Agreements in effect on such date; (iii) September 23, 2013 (Omnibus Rule), for those Service Agreements in effect on or after such date; or (iv) the Effective Date, if no Service Agreements were in effect prior to the Effective Date.

5. Term and Termination.

5.1. Term. This BA Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 5. In addition, certain provisions and requirements of this BA Agreement shall survive the expiration or termination of this BA Agreement in accordance with Section 6.6 below.

5.2. Termination by Covered Entity. Covered Entity may immediately terminate this BA Agreement and any related Service Agreements if Covered Entity makes the determination that the Business Associate has breached a material term of this BA Agreement. Alternatively, Covered Entity may choose to: (i) provide the Business Associate with 7-days’ prior written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within 30 days, Business Associate must cure said breach to the satisfaction of Covered Entity within 60 days. Failure to cure in the manner set forth in this Section 5.2 shall be grounds for the immediate termination of this BA Agreement and any related Service Agreements.

5.3. Termination by Business Associate. Business Associate may immediately terminate this BA Agreement and any related Service Agreements if Business Associate makes the determination that Covered Entity has breached a material term of this BA Agreement. Alternatively, Business Associate may choose to: (i) provide Covered Entity with 7-days’ prior written notice of the existence of an alleged material breach; and (ii) afford Covered Entity an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within 30 days, Covered Entity must cure said breach to the satisfaction of Business Associate within 60 days. Failure to cure in the manner set forth in this Section 5.3 shall be grounds for the immediate termination of this BA Agreement.

5.4. Automatic Termination. This BA Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of all Service Agreement(s) between Covered Entity and Business Associate for whatever reason.

5.5. Effect of Termination. Upon the termination of this BA Agreement pursuant to this Article 5, Business Associate shall return or destroy within 60 days all PHI, including e-PHI, identifiable to Covered Entity, including such information in possession of Business Associate’s subcontractors, if it is feasible to do so. If return or destruction of said PHI is not feasible, the Business Associate shall notify the Covered Entity in writing, and said notification shall include: (i) a statement that Business Associate has determined that it is not feasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. In the event Business Associate determines that the return or destruction of said PHI is not feasible and has provided proper written verification to Covered Entity of such determination, Business Associate shall extend any and all protections, limitations, and restrictions contained in this BA Agreement to Business Associate’s use or disclosure of any PHI retained after the termination of this BA Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the PHI infeasible.

6. Miscellaneous.

6.1. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it discloses to Business Associate.

6.2. Nature of Agreement; Independent Contractors. Nothing in this BA Agreement shall be construed to create an employer-employee relationship or partnership, joint venture, or other joint business relationship between the Parties or any of their affiliates. Business Associate is an independent contractor, and not an agent, of Covered Entity. This BA Agreement does not express or imply any commitment to purchase or sell goods or services.

6.3. ENTIRE AGREEMENT. THIS BA AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PARTIES’ COMPLIANCE WITH FEDERAL OR STATE HEALTH INFORMATION CONFIDENTIALITY LAWS AND REGULATIONS, AS WELL AS THE PARTIES’ OBLIGATIONS UNDER THE BUSINESS ASSOCIATE PROVISIONS OF HIPAA AND HITECH. THIS BA AGREEMENT SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS WRITTEN OR ORAL MEMORANDA, ARRANGEMENTS, CONTRACTS, OR UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THE PARTIES’ COMPLIANCE WITH FEDERAL OR STATE HEALTH INFORMATION CONFIDENTIALITY LAWS AND REGULATIONS AND THE PARTIES’ HEALTH INFORMATION CONFIDENTIALITY AND SECURITY OBLIGATIONS UNDER 45 CFR PARTS 160 THROUGH 164 OR APPLICABLE STATE LAW.

6.4. Change of Law. Covered Entity shall notify Business Associate within 90 days of any amendment to any provision of HIPAA or HITECH, or their implementing regulations, which materially alters either Party’s obligations under this BA Agreement. Upon provision of such notice by Covered Entity to Business Associate, the Parties shall negotiate in good faith mutually acceptable and appropriate amendment(s) to this BA Agreement to give effect to such revised obligations; provided, however, that if the Parties are unable to agree on mutually acceptable amendment(s) within 60 days of the relevant change of law, either Party may terminate this BA Agreement consistent with Sections 5.5 and 6.6 herein.

6.5. Construction of Terms. The terms of this BA Agreement shall be construed in light of any interpretation or guidance on HIPAA, HITECH, the Privacy Rule, the Security Rule, or the Omnibus Rule issued by DHHS from time to time. Furthermore, any ambiguity in this BA Agreement shall be resolved to permit Covered Entity to comply with the applicable Rule.

6.6. GOVERNING LAW. IN THE EVENT THE LAWS OF THE STATE OF TEXAS PROVIDE MORE STRINGENT PROTECTION OF PHI THAN HIPAA OR IN THE EVENT OF A STATE LAW DISPUTE BETWEEN THE PARTIES, THE INTERPRETATION AND ENFORCEMENT OF THIS BA AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. EXCLUSIVE VENUE FOR A CAUSE OF ACTION FOR SUCH A STATE LAW DISPUTE SHALL BE IN A COURT OF COMPETENT JURISDICTION IN COLLIN COUNTY, TEXAS.

6.7. Survival. This Section 6.6 shall survive termination of this BA Agreement for any reason. Further, the respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 3.1, 3.2, 3.3, and 5.5 above, solely with respect to PHI Business Associate retains in accordance with Section 5.5 above, shall survive the expiration or termination of this BA Agreement for so long as such PHI is retained by Business Associate.

6.8. Amendment: Waiver. This BA Agreement may not be modified, nor shall any provision of this BA Agreement be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

6.9. Assignment of Rights and Delegation of Duties. This BA Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this BA Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions herein to the contrary, Covered Entity retains the right to assign or delegate any of its rights or obligations in this BA Agreement to any of its wholly owned subsidiaries, affiliates, or successor companies. Assignments made in violation of this Section 6.8 shall be null and void.

6.10. Equitable Relief. Any use, disclosure, or breach of privacy or security of PHI by Business Associate in violation of this BA Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore acknowledges and agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further use, disclosure, or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity.

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

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

6.13. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to the appropriate Party as follows:

COVERED ENTITY: BUSINESS ASSOCIATE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 4N Healthcare Consulting, LLC

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 1484 Bent Tree Dr.

 Frisco, TX 75036

Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner herein provided.

6.14. Counterparts; Facsimiles. This BA Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

6.15. Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.

IN WITNESS WHEREOF, each of the undersigned has caused this BA Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

COVERED ENTITY BUSINESS ASSOCIATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 4N Healthcare Consulting, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_