

SNF POST-ACUTE CARE NETWORK **PARTICIPATION AGREEMENT**

To participate in the Maury Regional Hospital & Affiliates (MRMC) Post-Acute Care Network as a skilled nursing facility (SNF).

The following agreement to participate in the Maury Regional Health Post-Acute Care Network (herein after referred to as “the Network”), is entered into between _____ (hereinafter called “SNF”), and Maury Regional Hospital d/b/a Maury Regional Medical Center, (hereinafter referred to as “MRMC”) as of May 1, 2018 (“Effective Date”).

The Network participants have agreed to engage in an active and ongoing program to evaluate and modify their practice patterns and create a high degree of interdependence and cooperation within the Network.

The purpose of establishing the Network is to (i) improve quality of care and clinical outcomes, (ii) improve coordination and continuity of care; (iii) control total costs of health care, (iv) improve the efficiency of all SNFs in the Network, (v) eliminate unnecessary clinical care variation by the adoption of clinical protocols and pathways, (vi) apply evidence-based medical interventions, and (vii) support coordinated, comprehensive clinical care with information technology solutions.

DESCRIPTIONS

Description of Post-Acute Care Network (PACN)

The MRMC Post-Acute Care Network (PACN) is composed of post-acute SNFs (primarily skilled nursing facilities and home health agencies) that meet quarterly conditions of participation and agree to provide high-quality care for MRMC patients and Maury Regional Health Network Accountable Care Organization (ACO) beneficiaries following a hospital stay. PACN post-acute members have met select criteria that are related to quality patient care and outcomes, such as:

- A favorable historical working relationship with MRMC physicians and case managers
- Admission of sufficient patients from MRMC
- Average or better than average results on performance surveys, either by the state or by accrediting bodies
- For skilled nursing facilities (SNF)s:
 - Caregiver RN in facility 24/7
 - Ability and willingness to accept unplanned weekend admissions on a timely basis
 - Full implementation of Interact III in the SNF
 - Availability of therapies seven days/week
 - Willingness to work closely with a community based Palliative Care program in treating residents’ symptoms and stress associated with serious illness
 - Willing to participate in the Third-Party Payor Plans identified on **Exhibit A**, as it may change from time to time in the sole discretion of MRMC, and as further required pursuant to Paragraph 1.15 herein..

Description of Quality Metrics

MRMC has developed a set of metrics for post-acute venues (“Preliminary Metrics”) within its PACN to assure a seamless and integrated continuum and to meet the objectives of the Triple Aim: high quality patient outcomes; superior consumer experience; and low per capita cost. The expectation is that all members of the PACN will demonstrate compliance with the metrics at the established levels of achievement, beginning in May 2018. MRMC intends to support the efforts of all members of the PACN

through education, communications and collaborative care redesign for the acute/post-acute/home continuum.

Prior to finalization of metrics and levels of achievement, PACN members will provide information on current performance on the metrics from April through June, 2018 as baseline data; PACN members will provide input to the final metrics for approval by MRMC ("Final Metrics").

Description of Clinical Protocols

Clinical protocols are evidence-based clinical practices that are standardized across the acute/post-acute continuum for MRMC patients and ACO beneficiaries. Clinical protocols will be developed collaboratively with PACN members through workgroups that include representation from PACN members. The process for developing clinical protocols for MRMC patients and ACO beneficiaries is as follows:

- PACN clinical workgroup members prepare clinical protocols for selected patient conditions.
- Whenever possible, clinical protocols will reflect evidence-based practice published in peer-reviewed professional journals or promulgated by national organizations such as the National Quality Forum, Agency for Health and Research Quality, and other organizations that produce evidence-based clinical practices.
- The PACN clinical workgroup will achieve consensus on the clinical processes as a first step.
- Subsequent steps that must be completed prior to adoption of the clinical protocol include feedback from key stakeholders and experts, modification of the protocols to reflect valid feedback, and finalization of the consensus clinical protocols by the workgroup.
- Next, the consensus clinical protocol along with an implementation timeline is submitted by the workgroup to the PACN Coordinating Committee for review and approval.
- Following approval of the clinical protocol by the PACN Coordinating Committee, the clinical protocol will be adopted and implemented by PACN members in accordance with the implementation timeline.

AGREEMENTS

1. SNF AGREES TO THE FOLLOWING:

- 1.1. SNF acknowledges and agrees that compliance with MRH Post-Acute Care Network policies and procedures shall be a condition of ongoing participation in the Network.
- 1.2. SNF is currently licensed to operate as a Skilled Nursing Facility and is in good standing in the State of Tennessee.
- 1.3. SNF agrees to promptly notify MRMC if there is a change in SNF's name or address, if there is a change of ownership or corporate entity of SNF, of Administrator or CNO changes, or if SNF's license is revoked, suspended, or restricted.
- 1.4. SNF shall comply with all applicable laws, rules and regulations of all governmental authorities and accrediting agencies having jurisdiction over MRMC and the Network, each Network SNF, and /or this Agreement, including, without limitation, (a) Medicare and TennCare laws, rules and regulations, (b) federal and state laws governing referral of patients, (c) federal and state laws prohibiting discrimination against individuals, (d) federal and state laws governing the confidentiality and privacy of patient health information, and (e) standards of the Joint Commission or other accrediting entity that MRMC specifically may designate. In addition, each SNF shall comply with all professional licensure and reimbursement laws, regulations, rules and policies.
- 1.5. If appropriate, SNF shall have and maintain current controlled substances registrations issues by the appropriate federal and state governmental agencies, which registrations are not suspended, revoked or restricted in any manner.

- 1.6. SNF shall disclose to MRMC the existence of any proceeding against it which involves any allegation of substandard care or professional misconduct raised against him/her.
- 1.7. SNF agrees to provide medically necessary services as required by patients and only in the amount required by patients without discrimination on the grounds of age, race, color, sex, national origin, physical or mental disability, marital or economic status, religion, ancestry, sexual orientation, source of payment for services, or any other basis prohibited by state or federal law, as it may change from time to time.
- 1.8. SNF agrees to accept patients referred to it by MRMC and other participating Network SNFs as the SNF reasonably deems medically appropriate for the facility or within its clinical span of ability to provide care and service.
- 1.9. SNF agrees to provide medical care and rehabilitative services for Network patients that comply with Network-established clinical protocols and pathways designed to achieve improved patient outcomes and minimize the likelihood of patient re-hospitalization during patient's stay with and/or treatment by SNF.
- 1.10. SNF agrees to meet conditions of participation as established by the Network, including the regular reporting of patient outcomes and SNF performance measures, notification about changes in facility operational and clinical leadership, communication regarding survey and inspection findings and any other operational or clinical issue that might impair the SNF's ability to serve as a participating Network SNF.
- 1.11. SNF agrees to participate in ongoing education and professional development requirements as required by MRMC or the Network.
- 1.12. SNF agrees that failure to comply with any portion of this SNF agreement will be good cause for termination of this agreement.
- 1.13. This agreement will be automatically terminated if SNF is convicted of a criminal offense related to participation in Medicare or Medicaid programs or if SNF has been suspended or terminated from participation in Medicare or Medicaid program(s).
- 1.14. SNF shall maintain in full force and effect throughout the term of this Agreement, at its own expense, a policy of commercial general liability insurance and professional liability insurance written with a company rated at least A-VIII by AM Best, or as otherwise accepted in writing by MRMC, covering it and SNF employees, agents, servants and independent contractors providing services under this Agreement, each having a combined single limit of not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of SNF obligations under this Agreement. Such policy shall provide for defense costs outside policy limits and shall not exclude punitive damages. SNF shall also maintain workers' compensation insurance on its employees throughout the term of this Agreement to the extent required by law. SNF will provide MRMC with certificates evidencing said insurance prior to performing services under this Agreement, and no less than annually thereafter. SNF shall state on Certificate of Insurance that SNF employees are insured under SNF policies while acting within the scope of their duties. If such coverage is provided on a "claims made" basis, such insurance shall continue throughout the term of this Agreement; and upon the termination of this Agreement, or the expiration or cancellation of the insurance, SNF shall purchase or arrange for the purchase of, either an unlimited reporting endorsement ("Tail" Coverage), or "Prior Acts" coverage from the subsequent insurer, with a retroactive date on or prior to the Commencement Date of this Agreement. Should any of the required policies be cancelled or materially changed, SNF agrees to provide at least 30 days written notice to MRMC, except in the event of cancellation for non-payment of premium, in which case ten (10) days' notice will be provided.
- 1.15. SNFs shall use their best efforts to actively and meaningfully participate in all initiatives, efforts and requirements related to the design, development, implementation and operation of the Care Initiatives advanced by MRMC in accordance with this Agreement. SNFs understand

and acknowledge that compliance with the Care Initiatives will be monitored, and that persistent non-compliance with the evidence-based medical practice or clinical guidelines, disease management programs and other quality improvement programs will be considered in connection with on-going participation as a Network SNF. Notwithstanding the foregoing, noting in this Agreement shall be construed to require a SNF to recommend any procedure or course of treatment, or follow any procedure, professional or administrative, which such SNF deems medically unwise, or to prevent SNF from discussing treatment alternatives with a particular patient. SNFs shall retain sole responsibility for providing health care services to patients in accordance with sound medical judgment, applicable professional standards and the patient's best interest.

- 1.16. SNF shall immediately notify MRMC, including a description of the particulars, of (a) any failure by SNF (or any other Network SNF) to satisfy any of the conditions of participation set forth in Section 1 of this Agreement; (b) any failure to satisfy the terms of any representation made herein; (c) any malpractice claims or professional disciplinary action asserted or initiated against SNF (or any other Network SNF); or (d) any criminal action against SNF (or any Network SNF) involving a felony, a crime of moral turpitude, or a controlled substance, which is either initiated, in progress, or completed as of the Effective Date or at any time during the Term of this Agreement.
- 1.17. Continuously throughout the term of this Agreement, SNF agrees to participate (and shall cause each SNF physician and/or mid-level to participate) or otherwise arrange member coverage as agreed to by the MRMC CFO in all Third-Party Payer Plans identified on **Exhibit A**. Further, MRMC shall notify SNF of third party payor plans and networks (collectively, "Plans") in which MRMC participates. The failure of SNF to finalize such SNF participation agreement(s) or otherwise arrange member coverage as agreed to by the MRMC CFO within six (6) months of the date of notification regarding such Plans shall be considered for-cause breach at the expiration of six (6) months. MRMC can exempt the requirements of this section as approved by the MRMC CFO. MRMC agrees not to disclose this contractual provision to payers.

2. MRMC AGREES TO THE FOLLOWING:

- 2.1. MRMC agrees to refer to Network SNFs those patients SNF that may be considered medically or therapeutically appropriate for treatment or care in a skilled nursing facility.
- 2.2. MRMC agrees to provide ongoing communication with the SNF regarding its performance and quality outcomes as well as those of other SNF Network SNFs.
- 2.3. MRMC agrees to provide education and clinical skill development opportunities for the SNF to improve patient outcomes, address new clinical pathways or protocols, or revise methods of discharge planning, case management and patient care.
- 2.4. MRMC agrees to identify the SNF as a member of the Network on communication, marketing and promotional materials for use with patients, family members and the general public.
- 2.5. MRMC agrees to provide access to the SNF for MRMC data regarding patients for referral via an online portal, EHR interface or access. Use of data access options shall be subject to additional confidentiality and privacy requirements in the sole discretion of MRMC, as may change from time to time.
- 2.6. MRMC agrees to notify the above named SNF of any material changes in the Network conditions of participation that may impact SNF's status as a Network SNF, as those conditions of participation may change from time to time in the sole discretion of MRMC.

3. GENERAL PROVISIONS

- 3.1. This agreement is binding upon the parties effective as of May 1, 2018 and will be reviewed on an annual basis.

- 3.2. SNF or any of its subsidiaries shall indemnify, save, and hold harmless MRMC its trustees, officers, employees and agents from and against any and all judgments, damages, costs and expenses, including reasonable attorney's fees, paid or incurred by MRMC to the extent arising out of any claim, action or proceeding for the negligent acts or omissions of SNF. MRMC shall indemnify, save, and hold harmless SNF its employees and agents from and against any and all judgments, damages, costs and expenses, including reasonable attorney's fees, paid or incurred by SNF from any claim, action or proceeding for the negligent acts or omissions of MRMC.
- 3.3. **Regulatory Compliance** - The parties acknowledge their intent that this contract, and all services performed hereunder, shall be in compliance with all applicable federal and state regulatory standards, all Joint Commission and CMS standards, all Network policies and procedures and any other agency regulatory standards or those promulgated or required by third-party payors, whether currently existing or created during the term of the agreement. Without limiting the foregoing, the parties agree that each will comply with the provisions of Title VI of the Civil Rights Act of 1964, and specifically, that each party hereto agrees not to discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in administration of its policies, programs, employment, services or activities.
- 3.4. **Record Retention** - To the extent applicable, the parties agree to maintain records relative to services performed under this agreement in sufficient detail to provide for verification by Medicare or other payors. If required, the parties agree to comply with the access to books, documents and records of subcontractors provisions of Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499), and 42 C.F.R., Part 420, Subpart (D), Section 420.300, et seq. In accordance with these provisions, the parties will, upon proper written request made in conformance with 42 C.F.R. 420.304, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to the parties books, documents and records (as defined in 42 C.F. R., Part 4240, as amended), which shall be deemed by the parties to supersede this provision and be made a part of this Agreement by reference.
- 3.5. **Governing Law and Jurisdiction** – Notwithstanding any language to the contrary in the Agreement, this Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee. Each party hereby consents to the jurisdiction of all state and federal courts sitting in Maury County, Tennessee; agrees that venue for any such action shall lie exclusively in such courts; and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with the Agreement or the relationships among the parties hereto. If any legal action is brought by either party against the other regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and expenses.
- 3.6. **Conflict of Interest** - MRMC is a 501(c) (3) charitable organization which must engage primarily in activities that accomplish one or more of its tax exempt purposes in order to retain its tax exempt status. To this end, each party certifies that 1) it has not received and/or given anything of value in exchange for entering into this agreement (other than that which has been fully disclosed herein), and 2) it has no knowledge of any real or apparent conflict of interest which will/may result from performance under this Agreement.
- 3.7. **Legal Authority.** If SNF is a legal entity other than a person, the person signing the SNF agreement on behalf of the SNF warrants that he/she has legal authority to bind SNF.

4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Each party represents and warrants to the other party that: i) the representing party is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320 a-7b(f) (the "Federal health care programs"); ii) the representing party has not been convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and iii) the representing party is not under investigation or otherwise aware of any circumstances which may result in the representing party being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of the agreement and each party shall immediately notify the other party of any change in the status of the representation and warranty set forth in this section (including any threatened, proposed or actual exclusion of such party or any similar action against any of its employees or contractors). In the event a party (or any of its employees or contractors) becomes excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, that party shall be considered in default of the agreement, and the other party may immediately terminate this Agreement for cause and without penalty (including liquidated damages, if any).

5. TERM AND TERMINATION.

5.1. **Term.** This Agreement shall commence on the Effective Date and, unless sooner terminated as provided herein, shall continue in effect for an initial term of two (2) years ("Initial Term"). Immediately thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term" and, collectively with the Initial Term, the "Term"), unless and until terminated as provided herein.

5.2. **Termination Without Cause.** Either party may terminate this Agreement, without cause, by providing no less than ninety (90) days written notice prior to the effective date of termination.

5.3. **Termination for Cause.** Either party may terminate this Agreement for cause with at least thirty (3) days' prior written notice to the other Party (the "Defaulting Party") upon the failure of the Defaulting Party to perform any material covenants or conditions set forth in this Agreement. Such termination will not become effective if the non-defaulting Party, in its reasonable discretion, deems such default to be cured within the thirty (30) day notice period. The rights granted hereunder shall not be in substitution for, but shall be in addition to, any and all other rights and remedies for breach available to the non-defaulting party under applicable law.

5.4. **Immediate Termination by Either Party.** A party may terminate this Agreement immediately upon written notice to the other Party in the event that:

5.4.1 The other Party, or any employee or independent contractor of the other Party, is suspended, terminated, debarred, excluded or otherwise ineligible from participation in the Medicare or TennCare programs, or any other federal or state health care program; or

5.4.2 The other Party files a voluntary petition in bankruptcy, or is adjudicated as bankrupt or insolvent, or files a petition or other pleading seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future law or regulation, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of it or of all or any substantial part of its assets, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due.

5.5 **Immediate Termination of Individual SNF by MRMC.** MRMC may terminate this Agreement immediately with respect to a SNF, with written notice to SNF, upon the occurrence of any of the following events:

5.5.1 The SNF's license to practice his/her profession in Tennessee, or license to prescribe or administer controlled substances, if applicable, is denied, modified, reduced, restricted, suspended, or terminated (either voluntarily or involuntarily);

5.5.2 The SNF's professional liability coverage is reduced below the amounts required or is no longer in effect;

5.5.3 The SNF is suspended, terminated, debarred, excluded from, or is otherwise ineligible for, participation in the Medicare or TennCare programs, or any other federal or state health care program, or the existence of any investigation of SNF by federal, state or local officials relating to participation in a federal or state health care program;

5.5.4 The SNF is convicted (including a plea of *nolo contendere*) of a felony or a crime involving moral turpitude;

5.5.5 The SNF is impaired such that the SNF is unable to perform the services required hereunder; or

5.5.6 The SNF fails to notify MRMC of any of the events listed in, and in accordance with, Section 1.14 of this Agreement.

5.6 **Immediate Termination by Individual SNF.** Each individual SNF may terminate this Agreement immediately with respect to MRMC, with written notice to MRMC, upon the occurrence of any of the following events:

5.6.1 MRMC's license to operate as an acute care facility in Tennessee is denied, modified, reduced, restricted, suspended, or terminated (either voluntarily or involuntarily); or

5.6.2 MRMC's is suspended, terminated, debarred, excluded from, or is otherwise ineligible for, participation in the Medicare or TennCare programs, or any other federal or state health care program, or the existence of any investigation of MRMC by federal, state or local officials relating to participation in a federal or state health care program.

5.7 **Automatic Termination with Respect to Individual SNF.** In the event that a SNF ceases, for any reason, to be employed or engaged by SNF, this Agreement shall automatically terminate with respect to such SNF; provided, however, that the SNF may re-join the Network by associating with another Network SNF or by applying to and being accepted by MRMC to serve as a Network SNF individually. SNF shall notify MRMC as soon as reasonably practical in the event that: (a) a SNF notifies SNF of his/her intent to resign from a Network SNF; or (b) Network SNF takes any steps to terminate a SNF;.

6. Records and Information

6.1 Protected Health Information. The disclosure, access, and use of all protected health information will be governed by the Business Associate Agreement attached hereto as Exhibit B.

6.2 Ownership. SNF acknowledges and agrees that any data or other information stored in MRMC's electronic information technology infrastructure, whether relating to SNF, SNFs, or any patient individually or one or more patients of SNF in aggregate form, shall always be and remain the sole and exclusive property of MRMC both prior to and following termination of this Agreement. Further, MRMC shall be the sole and exclusive owner of any intellectual property developed for purposes of the operation of the Network or the administration of this Agreement, including, without limitation, performance matrices and measurement tools, algorithms, software and other tools MRMC/Network develops in connection with the development, implementation and ongoing improvement of the Network.

7. Independent Contractors. MRMC and SNF are separate and independent entities. This Agreement is not intended to, nor shall it be deemed or construed to, establish either Party as the agent or legal representative of the other for any purpose, except as expressly stated herein. No Party is granted any express or implied right or authority by any other Party to assume or create any obligation or responsibility on behalf of or in the name of the other Party or to bind the other Party in any manner, except as expressly stated herein. Each Party retains its own authority and responsibility for its respective organization, except as expressly stated herein.

8. Waiver. The waiver by either Party to this Agreement of any one or more defaults, if any, on the part of the other, shall not be construed as a waiver of any other future defaults, either under the same or different terms, conditions, or covenants contained in this Agreement.

9. Third-Party Beneficiaries. This Agreement confers no rights or remedies on any third party not specifically made a direct party to this Agreement.

10. Assignment and Delegation. SNF may not assign or transfer any right or interest in this Agreement without the written permission of MRMC, and SNF may not delegate any obligation owed by it without the written permission of MRMC.

11. Confidentiality of Proprietary Information. Each party (including its employees, independent contractors and agents, collectively referred to as "SNF") agrees to hold in strict confidence and in a fiduciary capacity for the benefit of the other party all Proprietary and/or Confidential Information of such other party obtained during the term of this agreement and for three (3) years after the termination of this Agreement for any reason. For the term of this Agreement and for three (3) years thereafter, each party shall not use such Proprietary and/or Confidential Information or disclose the same to others, except to the extent that such Proprietary and/or Confidential Information is 1) published, 2) is a matter of public record, 3) is required to be disclosed to governmental or health care agencies, or 4) is otherwise expressly authorized in writing by the other party to be disclosed.

Definition of "Proprietary Information". The term "Proprietary Information" of a party shall mean that party's information, without regard to form, including, but not limited to, procedures, information relating to MRMC business plans, litigation, marketing techniques, financial statements and projections, patient lists, distributor lists, price lists, training manuals, contracts, agreements, specialized computer software, billing information, personnel information and other information concerning the financial affairs, future plans and management of such party, which is not commonly known by or available to the public and which information: (1) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Definition of "Confidential Information". The term "Confidential Information" of a party shall mean all information regarding such party, its activities, its business or its patients or employees that is not generally known to persons not employed by such party but that does not rise to the level of "Proprietary Information" and that is not generally disclosed by such party to persons not employed by MRMC. This definition shall not limit any definition of "confidential information" or any equivalent term under state or federal law.

11. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving Party's address as follows:

SNF:

MRMC:

Maury Regional Hospital d/b/a
Maury Regional Medical Center
1224 Trotwood Avenue
Columbia, TN 38401
Attn: VP – Population Health

Such notice shall be (i) delivered by hand, (ii) made by facsimile transmission, (iii) sent by overnight delivery service, or (iv) sent by certified or registered mail, return receipt requested. All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery to the receiving Party, (ii) if by facsimile, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, (iii) if sent by overnight delivery service, on the next business day following the day such mailing is made, or (iv) if sent by certified or registered mail, on the third business day following the day of such mailing.

(Signatures and Exhibits on Following Pages)

IN WITNESS WHEREOF, the Parties hereto have caused this Participation Agreement to be executed as of the Effective Date indicated above.

TO BE COMPLETED BY SNF

TO BE COMPLETED BY MPMC

SNF Name:	Approved by:
SNF Address:	Name/Title:
Medicare SNF Number:	
Signature:	
Name/Title:	

**EXHIBIT A
THIRD-PARTY PAYOR PROGRAMS**

Attached list to be updated from time-to-time (Depending on the contract we can adjust the attachment)

Note- SNFs must maintain TennCare enrollment in order to be contracted with the TennCare Managed Care plans listed as of 1/1/18.

Hospital is Currently Participating with the Participating SNF Programs Listed Below.

SNF (and each SNF Physician and Mid-level) shall be a participating SNF or otherwise arrange member coverage as agreed to by the MRMC CFO in the following payer plans continuously throughout the Term of this Agreement:

Medicare

Medicare Advantage Plans; including but not limited to:

BCBST Plans- BlueAdvantage (MA) and BlueCare Plus (Medicaid Dual). Note: BlueChoice. BlueChoice Plus cease operations 1/1/18.

Cigna HealthSpring

United Healthcare Plans- Community Plan Dual Complete (SNP) and Medicare Solutions (MA)

Humana Plans- PPO

Amerigroup Plans- Amerivantage, Dual and Classic

Aetna Medicare Plans

WellCare Plans- Medicare Advantage and D-SNP

TennCare (Medicaid); including but not limited to;

BCBST Plans- BlueCare and TennCare Select

United Healthcare of the River Valley Community Care

AmeriGroup

Commercial and Other Plans; including but not limited to:

Blue Cross/Blue Shield of Tennessee

United Healthcare

Aetna and Aetna VHAN/Aetna Whole Health

Cigna

Humana

Multi-Plan Network and Private HealthCare Systems

Humana Military Services – TriCare

In addition, SNF (and SNF physicians and/or mid-levels) shall participate in other third-party payer plans in accordance with Paragraph_1.15 of the Agreement.

EXHIBIT B BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT ("**Agreement**") is made effective the _____ day of _____, 20____ ("**Effective Date**") by and between _____ ("**Business Associate**") and MAURY REGIONAL HOSPITAL and Affiliates, a Tennessee governmental entity ("**MRMC**" or "**Covered Entity**"). The purpose of this Agreement is to satisfy certain obligations of MRMC under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH**"), and their implementing regulations, to ensure the integrity, security and confidentiality of Protected Health Information. This agreement supersedes any previous Business Associate Agreement or Addendum between the Parties.

Section 1. Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR §160.103.
- (b) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term covered entity" at 45 CFR §160.103.
- (c) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Section 2. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
- (b) Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- (c) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;
- (d) Immediately report (within 5 days) to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident of which it becomes aware. Such report shall include at least the following information:

- (1) the identity of each individual whose information was accessed, acquired or disclosed during the breach;
 - (2) a brief description of what happened;
 - (3) the date of the breach and the date of discovery of the breach;
 - (4) the nature of the Unsecured Protected Health Information that was involved (e.g., social security numbers, date of birth, etc.);
 - (5) any steps individuals should take to protect themselves from potential harm resulting from the breach; and
 - (6) a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches;
- (e) In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits on behalf of Business Associate agrees to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information; Business Associate shall enter into written agreements with any subcontractors, and the terms of such agreements shall incorporate the applicable requirements of, and otherwise comply with, the HIPAA Rules.
- (f) Provide access to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524;
- (g) Make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 or take other measures in the time and manner designated by Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR §164.526.
- (h) Make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Regulations;
- (i) Document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity or Business Associate to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528;
- (j) Provide to Covered Entity information collected in accordance with Section 2(i) of this Agreement, to satisfy the requirements for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528 or Section 13405(c)(3) of the HITECH Act. The Parties agree and acknowledge that it is the Covered Entity's responsibility to respond to all such requests;
- (k) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, effective February 17, 2010, to comply with the provisions of the Security Rule identified in Section 3(a)(1)(B) of this Agreement;
- (l) Ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it;

- (m) Immediately report to Covered Entity any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system;
- (n) To the extent the business associate is to carry out one or more of covered entity's obligations(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation;
- (o) None of its employees, contractors, Governing Body members or shareholders appear in the list of excluded individuals/entities as published by the Department of Health and Human Services (DHHS) Office of the Inspector General (OIG List), nor in the list of debarred contractors as published in the System for Award Management by the General Services Administration (GSA) list;
- (p) Review the OIG List and the GSA List prior to the hiring of any new employees, contractors, or Governing Body Members and shall, on a monthly basis, for all employees, contractors or Governing Body members and shareholders, review the OIG and GSA Lists to ensure that none of these persons or entities are excluded or become excluded from participation in Federal programs;

Section 3. Permitted Uses and Disclosures by Business Associate

- (a) Statutory Duties
 - (1) Business Associate acknowledges that it has a statutory duty under the HITECH Act to, among other duties:
 - (A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and
 - (B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), Business Associate shall consider guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.
 - (2) Business Associate acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.
- (b) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to the underlying service agreement between the parties, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary standard.

(c) Specific Use and Disclosure Provisions

- (1) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (2) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be 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 the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (3) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. §164.504(e)(2)(i)(B).
- (4) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).
- (5) As of the effective date of Section 13405(d) of the HITECH Act, Business Associate may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

Section 4. Obligations of Covered Entity

Covered Entity shall:

- (a) Notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information;
- (b) Notify Business Associate of any changes in, or revocation of, permission by Individuals to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information;
- (c) Notify Business Associate of any restriction to the use or disclosure of Protected Health Information 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 Protected Health Information.

Section 5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

Section 6. Term and Termination

- (a) Term. The Term of this Agreement shall begin as of the Effective Date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is not

feasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cure is feasible, report the violation to the Secretary.
- (c) Effect of Termination.
- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

Section 7. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Regulations or Security Regulations means the section in effect, or as amended.
- (b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules.
- (c) Survival. The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules
- (e) Governing Law. This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Tennessee.

- (f) **Indemnification.** Business Associate shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Covered Entity and his/her respective employees, directors, and agents (collectively, the "Covered Entity Indemnitees") to the extent any claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution to which the Covered Entity Indemnitees may become subject as the result of any: (i) breach of this Agreement by Business Associate; (ii) failure of Business Associate to perform its obligations hereunder; (iii) negligence or legal fault of Business Associate, its directors, officers, agents or employees; or (iv) violation of the Regulations by Business Associate.
- (g) **Identity Theft Regulations.** To the extent that Business Associate provides services in connection with an account maintained by the Covered Entity that permits patients to make multiple payments for services rendered by the Covered Entity (including, but not limited to, billing and collection services), Business Associate shall have and follow policies to detect and prevent identity theft in accordance with the identity theft regulations of the Federal Trade Commission, 16 C.F.R. §681.2. In addition, in such case Business Associate shall: (1) immediately report to Covered Entity any pattern, practice, or specific activity that indicates the possible existence of identity theft ("Red Flags") involving anyone associated with Covered Entity, including its patients, employees, and contractors, and (2) take appropriate steps to prevent or mitigate identity theft when a Red Flag is detected.
- (h) **Notices.** All notices pursuant to this agreement must be given in writing and shall be effective when received if hand-delivered or upon dispatch if sent by reputable, overnight delivery service, facsimile or U.S. Mail to the appropriate address or facsimile number as set forth herein:

Covered Entity Point of Contact:

Maury Regional Hospital and Affiliates

Attn: _____

1224 Trotwood Avenue
Columbia, TN 38401

Phone Number: _____ Fax Number: _____

With Copy to:

Maury Regional Hospital and Affiliates

Attn: Chief Compliance Officer

1224 Trotwood Avenue

Columbia, TN 38401

Phone Number: (931) 490-7174

Fax Number: (931) 490-7068

- (i) **OCR Required Business Associate Information:**

Type of Service(s) provided:

Business Associate Website URL:

Business Associate First Point of Contact:

Name	Title
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Address	City/State/Zip
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Phone Number	Fax Number
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Email address

Business Associate Second Point of Contact:

Name	Title
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Address	City/State/Zip
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Phone Number	Fax Number
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Email address

(Signatures On Following Page)

The parties have caused this Agreement to be executed on the date first written above.

[BUSINESS ASSOCIATE]

[COVERED ENTITY]

MAURY REGIONAL HOSPITAL AND AFFILIATES

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____