

1. PROTECTED HEALTH INFORMATION UNDER HIPAA

The Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto, as amended and supplemented ("HIPAA") prohibits GCPN from disclosing electronically transmitted or maintained individually identifiable health information ("Protected Health Information") without satisfactory assurance that Provider will appropriately safeguard such information, unless the disclosure is to another health care provider for treatment as defined by HIPAA. Accordingly, Provider agrees as follows:

a. Provider shall not use or disclose the Protected Health Information other than as specifically provided in the Agreement or as permitted or required by law.

b. Provider shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as specifically provided in the Agreement.

c. Provider shall promptly report to GCPN (in no event longer than 5 business days) any use or disclosure of the Protected Health Information not specifically provided for in the Agreement of which Provider becomes aware.

d. Provider shall ensure that any subcontractors or agents to whom Provider provides Protected Health Information received from, or created or received by Provider on behalf of GCPN, agree to the same restrictions and conditions that apply to Provider with respect to such Protected Health Information.

e. Provider shall make available Protected Health Information maintained by Provider in a designated record set, as defined in 45 C.F.R. § 164.501, to GCPN, or as directed by GCPN, to an individuals in accordance with 45 C.F.R. § 164.524 , and shall make corrections and amendments of the Protected Health Information upon notice thereof by GCPN, in accordance with 45 C.F.R. §164.526.

f. Provider shall make its internal practices, books, and records, policies and procedures, and documentation required by HIPAA relating to the use and disclosure of Protected Health Information and Electronic Protected Health Information received from GCPN, or created or received by Provider on behalf of the GCPN, available to the GCPN, or at the request of the GCPN to the Secretary of Health and Human Services for purposes of determining GCPN's compliance with HIPAA.

g. Provider shall incorporate any amendments or corrections to Protected Health Information when notified by GCPN or pursuant 45 C.F.R. § 164.526.

h. Provider will document such disclosures of Protected Health Information and information related to such disclosures as would be required for GCPN to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528 and will provide to GCPN, within 30 days of request information such Protected Health Information and information.

i. Provider shall implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of GCPN.

j. Provider agrees to ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards.

k. Provider agrees to report to GCPN any security incident of which it becomes aware.

l. Provider agrees to comply with such other "business associate" requirements as are necessary for GCPN to satisfy the "business associate" provisions of HIPAA with regard to Provider.

Agreement may be terminated immediately by GCPN if GCPN determines that Provider is in breach under this Section and Provider fails to take immediate action to cure such breach.

Upon termination of the Agreement, if feasible, Provider shall return or destroy all Protected Health Information received from GCPN, or created or received by Provider on behalf of GCPN, that Provider, still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible, for so long as Provider maintains such Protected Health Information. This Section shall apply to Protected Health Information that is in the possession of subcontractors or agents of Provider. The rights and obligations of Provider under this Section shall survive termination of the Agreement.