CARE TRANSFORMATION ARRANGEMENT

This	Care	Transformation	Arrangement	("Arrangement")	is	between!	MedChi Practice	Transfor	mation	n, LLC a	care
transformation	organ	ization (the "C"	ΓO"), and			, (the	"Practice")	(each	a "	Party,"	and
collectively the	"Parti	es").									

The CTO has been selected by the Centers for Medicare and Medicaid Services ("CMS"), Center for Medicare and Medicaid Innovation ("CMMI"), to serve as a care transformation organization in the Maryland Primary Care Program ("MDPCP"). The Practice is a primary care practice that provides health care services to Medicare beneficiaries, among others, in the State of Maryland.

This Arrangement sets forth the terms and conditions under which the CTO will provide to the Practice certain care transformation services and resources consistent with MDPCP requirements.

- 1. <u>Participation Agreements</u>. Prior to the Effective Date of this Arrangement, the CTO must sign an MDPCP Participation Agreement with CMMI (the "CTO Participation Agreement"). Prior to the Effective Date of this Arrangement, the Practice must sign an MDPCP Participation Agreement with CMMI (the "Practice Participation Agreement"). If either Party does not sign a Participation Agreement with CMMI prior to the Effective Date of this Arrangement, then this Arrangement shall be deemed null ab initio.
- 2. <u>Effective Date</u>. The Effective Date of this Arrangement is January 1, 2025. A Party's performance obligations under this Arrangement shall not begin prior to the Effective Date.
- 3. <u>Term of Arrangement</u>. This Arrangement is effective for a minimum of one full Performance Year, which consists of a 12-month period beginning on January 1 of each year, and will renew automatically on January 1 of each year, until terminated by either party in accordance with Section 12 of this Arrangement, or upon the execution of a new CTO Arrangement. This Arrangement is subject to early termination by either Party only if: (1) CMS terminates either the CTO Participation Agreement or the Practice Participation Agreement, or (2) if CMS authorizes, in writing, such early termination of this Arrangement.
- 4. <u>Offer and Selection of CTO Services</u>. The Practice is responsible for meeting the Care Transformation Requirements as listed in Appendix A. The CTO will support the Practice in meeting those requirements including any support specified in either the CTO or Practice Participation Agreements. The CTO has offered to provide any and all of the CTO Services to the Practice, as listed in the package selected in Appendix B. The CTO offers these same CTO Services to all participating practices within the same service option level and Track.
- 5. <u>CTO Payment Split.</u> CMS will calculate the Practice's Care Management Fees ("CMF"), Health Equity Advancement and Resource Transformation ("HEART") payment, and Population-Based Payment ("PBP"), as applicable, according to the CTO Participation Agreement, the Practice Participation Agreement, and the Payment Methodologies described therein. In accordance with the Practice's selection that was submitted to CMS, the payment split will be as follows:
 - □ Option 1: CTO provides Lead Care Manager
 - o For Track 2 practices, the CTO will receive <u>50%</u> of the practice's CMF payment amount calculated by CMS (including HEART payment), and the remaining <u>50%</u> of such CMF payment amount will be paid to the partner Practice.
 - o For Track 3 practices, the CTO will receive <u>40%</u> of the PBP payment and the HEART payment, and the remaining <u>60%</u> of the PBP and the HEART payment will be paid to the partner Practice.
 - □ Option 2: Practice provides Lead Care Manager
 - o For Track 2 practices, the CTO will receive <u>30%</u> of the practice's CMF payment amount calculated by CMS (including HEART payment) and the remaining <u>70%</u> of such CMF payment amount will be paid to the partner Practice.
 - o For Track 3 practices, the CTO will receive <u>24%</u> of the PBP and HEART payment, and the remaining <u>76%</u> of the PBP and HEART payment will be paid to the partner Practice.
- 6. Lead Care Manager. For practices choosing Option 1, the CTO will provide the Practice with one or more individuals

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who are fully dedicated to care management functions of the Practice (the "Lead Care Manager"), and additional services selected in accordance with Section 4. For practices choosing Option 2, the practice will have its own care manager(s) to work in conjunction with the CTO and the CTO's offerings in accordance with Section 4. Practice will identify care manager responsible for working with the CTO.

- 7. <u>Data Sharing and Privacy</u>. The Practice authorizes the CTO to have access to all clinical data available in the electronic medical records or shared through the State-Designated Health Information Exchange ("HIE"), including personal health information, of MDPCP Beneficiaries attributed to the Practice. The Practice authorizes the CTO to have access via CRISP to quality and utilization reports available to the Practice. The CTO will include a Business Associate Agreement ("BAA") for the Practice to approve. The BAA will govern their data sharing, use, and confidentiality, a copy of which is in Appendix C. Each Party will comply with HIE policies and regulations, including patient education requirements, and will execute any separate agreement that may be required by CRISP.
- 8. <u>Notification of Changes in Medicare Enrollment</u>. The Practice will notify the CTO of any changes to the Practice's Medicare enrollment information within thirty (30) days after such changes occur.
- 9. <u>No Remuneration Provided</u>. Neither the CTO nor the Practice has offered, given, or received remuneration in return for, or to induce business other than the business covered under this CTO Arrangement.
- 10. <u>Practice of Medicine or Professional Services Not Limited by this Arrangement</u>. The Arrangement does not limit or restrict in any way the ability of the Practice and its clinician(s) to make medical decisions that they consider in their professional judgment to be in the best interest of a MDPCP Beneficiary.
- 11. <u>Compliance with All Applicable Laws</u>. This Arrangement does not alter or amend the Parties' being bound to comply with all relevant federal and State laws, including, but not limited to, health care fraud and abuse laws, HIPAA, and the Maryland Medical Practice Act. The CTO will continue to be bound by the terms of the CTO Participation Agreement, and the Practice will continue to be bound by the terms of the Practice Participation Agreement.
- 12. <u>Termination</u>. Either Party may terminate this Arrangement annually or earlier by providing written notice of termination to the other Party, CMS and the Program Management Office. If the Practice or CTO decides to terminate this Arrangement for any reason, it must provide written notice in accordance with the notification and termination requirements stated in the applicable MDPCP Participation Agreements. This Arrangement automatically terminates on the Effective Date of the termination of either the CTO Participation Agreement or the Practice Participation Agreement.
- 13. <u>Copies and Retention of Arrangement</u>. The Practice will provide a copy of this Arrangement to the CTO and the Maryland Department of Health, Program Management Office, within thirty (30) days of execution. The CTO will retain copies of this Arrangement for a period of ten (10) years following expiration or termination of the CTO Participation Agreement. The CTO will, upon request, provide copies of this Arrangement to the federal government, including, but not limited to, CMS, the HHS Office of the Inspector General, or the Comptroller General.
- 14. <u>Amendments</u>. The Parties may amend this Arrangement including, but not limited to, the CTO Services offered and provided, at any time upon mutual written consent. The CTO must continue to offer the same CTO Services to all participating practices within the same service option level and Track, as specified in Section 4 of this Arrangement.

IN WITNESS THEREOF, and in acknowledgement of the aforementioned, the authorized representatives of the CTO and the Practice do hereby indicate their approval and consent:

For the Care Transformation Organization:	For the Practice:		
Signature	Signature		
Printed Name	Printed Name		

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Title	Title
MDPCP CTO ID	MDPCP Practice ID
MDPCP CTO Name	MDPCP Practice Name
Date Signed	Date Signed

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Appendix A:

Care Transformation Requirements

Comprehensive Primary Care Functions of	MDPCP Track 2 and Track 3 Practices Must Meet the Following Care
Advanced Primary Care	Transformation Requirements
	1.1 Empanel MDPCP Beneficiaries to MDPCP Practitioner or care team.
	1.2 Ensure MDPCP Beneficiaries have 24/7 access to a care team or MDPCP
Access and Continuity	Practitioner with real-time access to the beneficiary's EHR.
	1.4 Ensure MDPCP Beneficiaries have regular access to the care team or
	MDPCP Practitioner through at least two alternative care strategies, in addition
	to telehealth.
	2.1 Ensure all empaneled, attributed beneficiaries are risk stratified.
	2.2a. Ensure all empaneled MDPCP Beneficiaries identified as increased risk
	and likely to benefit receive targeted, proactive, relationship-based
	(longitudinal) care management. 2.5 Ensure empaneled MDPCP Beneficiaries receive a follow-up interaction
	from the MDPCP Practice within one week for ED discharges and two business
	days for hospital discharges
Care Management	2.2b. Ensure targeted, attributed beneficiaries who have received follow-up
	after ED, hospital discharge, or other triggering events receive short-term
	(episodic) care management.
	2.3 Ensure attributed beneficiaries in longitudinal care management are engaged
	in a personalized care planning process, which includes at least their goals,
	needs, and self-management activities.
	2.6 Ensure attributed beneficiaries in longitudinal care management have access
	to comprehensive medication management.
	3.1 Ensure coordinated referral management for MDPCP Beneficiaries seeking
	care from high-volume and/or high-cost specialists as well as EDs and hospitals.
	3.3 Ensure MDPCP Beneficiaries with behavioral health needs have access to
Comprehensiveness and Coordination Across the	care consistent with at least one option from a menu of options for integrated
Continuum of Care	behavioral health supplied to MDPCP Beneficiaries by the MDPCP Practice.
	3.4 Facilitate access to resources that are available in the MDPCP Practice's
	community for MCPCP Beneficiaries with identified health-related social
	needs.
	4.1 Convene a Patient-Family/ Caregiver Advisory Council (PFAC) at least
	annually and integrate PFAC recommendations into care and quality
Beneficiary & Caregiver Experience	improvement activities.
	4.2 Engage attributed beneficiaries and caregivers in a collaborative process for
	advance care planning
Planned Care for Health Outcomes	5.1 Continuously improve your performance on key outcomes, including cost of care, electronic clinical quality measures, beneficiary experience, and utilization
Trainied Care for freatur Outcomes	measures.
	measures.

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Appendix B:

CTO Services/Personnel Offered and Practice Selection

Package A (Option 1: CTO provides Lead Care Manager (50/50% for T2, 40/60% for T3))

Service Category	Care Requirement & Quality Measure	Description	Staff Type	Ratio of staff (FTE) to practice
Behavioral Health Integration (BHI)	Comprehensiveness & Coordination 3.2	PHQ9 screenings and referrals to appropriate care. SBIRT training	LCSW	1 FTE per 2000 patients
Medication Management	Care Management 2.6	Care Manager reviewing as needed	Care Manager	1 FTE per 2000 patients
Social Determinants Screening & Referral	Comprehensiveness & Coordination 3.3	Care Manager and LCSW working as a team	Care Manager & LCSW	2 FTEs per 2000 patients
Telehealth, home visits) (72 Only) Teleh		RPM Vendor Telehealth platform provided	1 FTE per 100 patients	
Transitional Care Management (TCM)	Care Management 2.2, 2.3, 2.4, 2.5, 2.6	Telephonic calls to discharged patients	Vendor with Care Manager	1 FTE per 2000 patients
Care Planning & Self- Management Support	Care Management 2.5, Beneficiary & Caregiver Experience 4.2	Care Manager aid in continuous care planning via trainings, templates, and referrals	Care Manager	1 FTE per 2000 patients
Population Health Management & Analytics	Planned Care for Health Outcomes 5.1, eCQMs, Utilization	CRISP and CMS analytics	Data analyst	1 FTE for all practices
Clinical & Claims Data Analysis	Care Management 2.1-2.4, Utilization	CRISP and CMS analytics	Data analyst	1 FTE for all practices
Patient Family Advisory Councils (PFACs)	Beneficiary & Caregiver Experience 4.1	CTO offering assistance arranging PFACs	Administration	1 FTE for all practices
Quality & Utilization Performance	Planned Care for Health Outcomes 5.1, eCQMs	CTO offering assistance with quality data	Administration	2 – 3 FTEs for all practices
24/7 Access	Access & Continuity 1.2	Backline access to patients and care givers	Care Manager and Administration	1-2 FTEs for all practices
Referral Management	Comprehensiveness & Coordination 3.1	Care Manager and LCSW working as a team	Care Manager & LCSW	2 FTEs for all practices
Heart Resources	Comprehensiveness & Coordination 3.1	Food delivery service	Administration	1 FTE for all practices
Patient Transportation	Comprehensiveness & Coordination 3.1	Lyft Medical Transportation Services	Administration	1 FTE for all practices
Other				

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Package D (Option 2: Practice provides Lead Care Manager (30/70% for T2, 24/76% for T3))*

Service Category	Care Requirement & Quality Measure	Description	Staff Type	Ratio of staff (FTE) to practice
Behavioral Health Integration (BHI)	Coordination 3.2	PHQ9 screenings and referrals to appropriate care. SBIRT training	LCSW	1 FTE per 2000 patients
Medication Management	Care Management 2.6	Care Manager reviewing as needed	Care Manager	1 FTE per 2000 patients
Social Determinants Screening & Referral	Comprehensiveness & Coordination 3.3	Care Manager and LCSW working as a team	Care Manager & LCSW	2 FTEs per 2000 patients
Alternative Care (e.g., Telehealth, home visits)	Access & Continuity 1.3	Remote Patient Monitoring (T2 Only) Backline Telehealth platform	RPM Vendor Telehealth platform provided	1 FTE per 100 patients
Transitional Care Management (TCM)	Care Management 2.2, 2.3, 2.4, 2.5, 2.6	Telephonic calls to discharged patients	Vendor with Care Manager	1 FTE per 2000 patients
Care Planning & Self- Management Support	Care Management 2.5, Beneficiary & Caregiver Experience 4.2	Care Manager provides care plan templates and care management resources	Care Manager	1 FTE per 2000 patients
Population Health Management & Analytics	Planned Care for Health Outcomes 5.1, eCQMs, Utilization	CRISP & CMS Analytics	Data Analyst	1 FTE for all practices
Clinical & Claims Data Analysis	Care Management 2.1-2.4, Utilization	CRISP & CMS Analytics	Data Analyst	1 FTE for all patients
Patient Family Advisory Councils (PFACs)	Beneficiary & Caregiver Experience 4.1	CTO offering guidance on PFAC steps	Administration	.5 FTE for all practices
Quality & Utilization Performance	Planned Care for Health Outcomes 5.1, eCQMs	CTO offering assistance with quality data	Administration	1-2 FTEs for all practices
24/7 Access	Access & Continuity 1.2	Backline access to patients and care givers	Care Manager & Administration	.5-1 FTE for all practices
Referral Management	Comprehensiveness & Coordination 3.1	Care Manager and LCSW working as a team	Care Manager & LCSW	1 FTE for all practices
Heart Resources	Comprehensiveness & Coordination 3.1	Food delivery service	Administration	1 FTE for all practices
Patient Transportation	Comprehensiveness & Coordination 3.1	Lyft Medical Transportation Services	Administration	1 FTE for all practices
Other				

^{*}Practice will have its own care manager to work in conjunction with the CTO and the CTO's offerings.

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Final P	ractice Selection
	Package A (Option 1: CTO provides Lead Care Manager (50/50% for T2, 40/60% for T3)
	Package D (Option 2: Practice provides Lead Care Manager (30/70% for T2, 24/76% for T3)
Practic	e Signature CTO Signature

Appendix C:

Business Associate Agreement between the CTO and the Practice

This Agreement is made effective immediately upon the date signed	by both parties and is by and between
MedChi Practice Transformation, LLC d/b/a MedChi Care Tran	nsformation Organization ("MedChi
CTO"), hereinafter referred to as "Business Associate", and	
PRACTICE NAME	(""), hereinafter referred to as
"Covered Entity", (individually, a "Party" and collectively, the "Part	ties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Security and Privacy Rule; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Security and Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or

mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the

individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

- (a) Business Associate agrees:
 - (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable U.S. law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity;
- (ii) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
- (iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.
 - (b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information 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:
 - (A) the disclosure is required by U.S. law; or
 - (B) 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 U.S. 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;
- (ii) 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 Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information 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.
- (c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will 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 as required by the HIPAA Security and Privacy Rule.
- (d) The Secretary of Health and Human Services shall have the right to audit
 Business Associate's records and practices related to use and disclosure of Protected Health Information to
 ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.
- (e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to 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.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific

circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

V. <u>MISCELLANEOUS</u>

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement 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.

This 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 Agreement without the prior written consent of the other Party. None of the provisions of this 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 Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Maryland. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

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

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

BUSINESS ASSOCIATE:	COVERED ENTITY:
MedChi Practice Transformation, LLC	
d/b/a MedChi Care Transformation Organization	
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: