



BUSINESS ASSOCIATE SUBCONTRACTOR AGREEMENT

THIS BUSINESS ASSOCIATE SUBCONTRACTOR AGREEMENT (the “Agreement”) is entered into as of the Effective Date specified below by and between Redwood MedNet, Inc., a California nonprofit public benefit corporation (“Redwood MedNet”), and the Subcontractor identified below (“Subcontractor”), with reference to the following facts:

A. Redwood MedNet has entered into a variety of participation and other agreements (collectively, “Participation Agreements”) with a number of health care providers and other parties (each, a “Participant”), some or all of whom are “covered entities” (as defined in the Privacy and Security Rules promulgated under the Health Insurance Portability and Accountability Act of 1996 (45 CFR Parts 160, 162 and 164; “HIPAA”). Pursuant to its Participation Agreements, Redwood MedNet provides or arranges for the provision to Participants of certain health information exchange services (collectively, “Redwood MedNet’s Services”), which include data transmission of “protected health information” or “PHI” (as defined by HIPAA). Pursuant to its Participation Agreements, Redwood MedNet therefore acts as the “business associate” (as defined in HIPAA) of some or all of its Participants.

B. Redwood MedNet has entered into “business associate contracts” (as defined by HIPAA”) with certain of its Participants (“Redwood MedNet’s Business Associate Contracts”), in order to comply with the applicable requirements for business associates and business associate contracts under HIPAA and the Health Information Technology for Clinical and Economic Health (“HITECH”) Act (42 U.S.C. §§ 300jj et. seq.) and the regulations and guidance promulgated thereunder (collectively with HIPAA, “HIPAA and HITECH”).

C. Redwood MedNet and Subcontractor have entered into and/or may in the future may enter into agreements or arrangements (collectively, “Subcontracting Arrangements”) pursuant to which Subcontractor may perform services or perform functions for Redwood MedNet and/or Participants incident to Redwood MedNet’s performance of Redwood MedNet’s Services, and pursuant to which Subcontractor shall receive, create, use or disclose PHI.

D. Pursuant to HIPAA, as a business associate of Participants, Redwood MedNet is required to obtain Subcontractor’s agreement to the same restrictions and conditions with respect to PHI that apply to Redwood MedNet pursuant to Redwood MedNet’s Business Associate Contracts.

IN CONSIDERATION of the foregoing recitals, and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Redwood MedNet and Participant hereby agree as follows:

1. Compliance with HIPAA and HITECH. Subcontractor shall comply with all provisions of HIPAA and HITECH that are applicable to a subcontractor (as defined in HIPAA) of a business associate.

2. Reasonable and Appropriate Safeguards. Subcontractor shall implement reasonable and appropriate safeguards, in accordance with HIPAA and HITECH, to protect the confidentiality, integrity, availability and security of electronic PHI.

3. Restrictions and Conditions. Subcontractor hereby agrees to comply with all the terms and conditions of each of Redwood MedNet's Business Associate Contracts, including without limitation all restrictions and conditions that apply through each of those agreements to Redwood MedNet with respect to PHI. Subcontractor agrees to perform, and shall perform, its obligations pursuant to the Subcontracting Arrangements subject to and in accordance with the same restrictions and conditions with respect to PHI that apply to Redwood MedNet under Redwood MedNet's Business Associate Contracts, copies of the substantive terms of which shall be provided to Subcontractor in writing and shall be thereby incorporated into this Agreement by reference.

4. Notice of Breach. Subcontractor shall notify Redwood MedNet immediately of any instance of which Contractor becomes aware in which the confidentiality of PHI has been breached, including without limitation any unauthorized use or disclosure of such PHI.

5. Notice of Security Incident. Subcontractor shall notify Redwood MedNet immediately of any "security incident" (as defined in HIPAA) of which Subcontractor becomes aware that involves or affects in any way any of PHI.

6. Subcontracting. Subcontractor shall not subcontract or delegate any of its responsibilities arising under the Subcontracting Arrangements that involves the receipt, maintenance, use or disclosure of PHI without Redwood MedNet's express prior written consent, which may be conditioned, without limitation, upon Subcontractor's provision of written assurances of the recipient's agreement to receive, maintain, use and/or disclose such PHI in accordance with the terms and conditions described in this Agreement.

7. Miscellaneous.

(a) Superseding Entire Agreement. This is the entire agreement between the Parties with respect to Redwood MedNet's Business Associate Contracts and the obligations arising thereunder, and supersedes any and all other agreements previously entered into by the parties with respect to that subject matter.

(b) Amendments. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representative of the parties. The parties shall amend this Agreement from time to time as is necessary to achieve and maintain compliance with applicable laws and regulations, including without limitation HIPAA and HITECH.

(c) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with applicable laws and regulations, including without limitation HIPAA and HITECH.

(d) Audits, Inspection and Enforcement. Upon request and with reasonable prior written notice by Redwood MedNet, Subcontractor shall allow Redwood MedNet to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures of Subcontractor relating to the use or disclosure of PHI pursuant to this Agreement or for the purpose of determining whether Subcontractor is in compliance with its obligations under this Agreement.

(e) Notices. All notices required or otherwise given under this Agreement shall be given in writing.

Signature Page Follows

REDWOOD MEDNET, INC.

BUSINESS ASSOCIATE SUBCONTRACTOR AGREEMENT

Signature Page

This Agreement is hereby executed by the parties, as of the following Effective Date.

Effective Date: _____

“Redwood MedNet”

“Subcontractor”

Redwood MedNet, Inc., a California nonprofit
public benefit corporation

*[Name of Contractor, as on the Services
Agreement]*

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____