

EXHIBIT A

## Member Center Terms & Conditions

Revised 11/20/20

### I. GENERAL

1. The Member Center (MC) wishes to enroll participants into the National Kidney Registry (NKR) program so the NKR can facilitate kidney transplants and provide logistic and lab services as needed.
2. MCs agree to abide by the following Terms & Conditions, all Member Center Requirements (MCRs) and all Medical Board Policies as posted on the NKR web site.
3. MCs shall not have net chains started (NCS) less than 0. The fee for MCs with a negative NCS shall be billed on a 1:1 ratio according to the MC's NCS. For example, a center with a -2 NCS will be billed \$2,000/ month, a center with a -20 NCS will be billed \$20,000/ month, etc. This provision and the related monthly fee shall survive the termination of the Service Contract. The following are exceptions to this NCS requirement:
  - A. The MC is a Partner Center in good standing.
  - B. The MC has cumulative unredeemed Family Voucher chain starts greater than the absolute value of the MC's NCS score.
    - i. Example A: if the MC has cumulative unredeemed Family Voucher chain starts of 2 and an NCS score of -2, there is no fee for the negative NCS score.
    - ii. Example B: if the MC has cumulative unredeemed Family Voucher chain starts of 3 and an NCS score of -4, the monthly fee for the negative NCS score would be \$1,000/ month.
3. Partner Centers have been designated to absorb the chain end kidneys resulting from the Voucher Program and deliver living donor kidneys when voucher recipients return for transplants. PCs are not subject to the NCS fees outlined in #3 above. PCs must be approved by the NKR and the NKR reserves the right to revoke PC status at any time. Requirements to become a PC include:
  - A. PCs shall use best efforts to coordinate with NKR MCs to adhere to the spirit of the voucher program, by delivering living donor kidneys to voucher recipients when they return for transplants. In the event that the NKR becomes insolvent and/or ceases operations, PCs shall continue to use best efforts to coordinate with NKR MCs to adhere to the spirit of the voucher program, by delivering living donor kidneys to voucher recipients when they return for transplants. These obligations are vital so that voucher donors and recipients are not irreparably harmed. These obligations are irrevocable, exists in perpetuity, and shall survive the termination of this agreement.
  - B. PCs shall be active voucher participants (i.e. offering the voucher option to appropriate donor-recipient candidates).
  - C. PCs shall be active NKR Paired Exchange Program participants (i.e. 10% of the PCs living donor transplants shall be NKR Paired Exchange transplants unless there is an exceptional circumstance communicated to the NKR in writing).
  - D. PCs shall execute the "All In" addendum and be in compliance with said addendum.
  - E. PCs shall accept any waitlist patient offer (within reason) from the NKR. (e.g. donor age > 65, AB blood types, complex anatomy, etc.)
  - F. PCs shall notify the NKR in writing within 15 days if there is a change in the kidney transplant Surgical Director.
4. "All In" MCs shall enter all KPD pairs and Non-Directed Donors (NDDs) into the NKR. KPD Pairs and NDDs must be exportable for at least two weeks before they can be removed for non-NKR exchanges, unless there is a special condition that precludes participation. Special conditions must be communicated via email to the NKR so that the NKR can consider ways to overcome, if possible, such special conditions.

5. Donor Care Network (DCN) Centers of Excellence (COE) have been selected to join the DCN and agree to follow all required commitments and offer all programs listed on the DCN website. COEs who are unable to support any of the DCN commitments or programs must provide written notification in advance describing the DCN commitments or programs that cannot be supported. COEs must be approved by the NKR and the NKR reserves the right to revoke COE status at any time.
6. Centers participating in the "Kidney for Life" (KFL) Program must adhere to the Commitments on the [KFL site](#).
7. NKR will provide advanced written notice of any material change to the Member Center Terms and Conditions.

## **II. INSTITUTIONAL REVIEW BOARD EXEMPTION**

1. The MC acknowledges that the National Research Act of 1974 as governed by Title 45 of the Code of Federal Regulations, Part 46 permits an exemption to Institutional Review Board approval for research involving the collection or study of existing data, documents, records, pathological specimens, or diagnostic specimens, if these sources are publicly available or if the information is recorded by the investigator in such a manner that subjects cannot be identified, directly or through identifiers linked to the subjects.
2. NKR may conduct data analysis and research using information that is recorded by the investigator in such a manner that subjects cannot be identified, without seeking Institutional Review Board approval.

## **III. INDEMNIFICATION AND WARRANTIES**

1. The MC acknowledges that NKR is not a health care provider, and is not responsible for any evaluation of the health of any donor or recipient, choice of treatment, or medical services rendered. NKR does not provide any medical services, nor does it endorse any particular health care provider or procedure.
2. The Parties agree to indemnify and hold harmless, each other, as well as the Parties' subsidiaries, affiliates, officers, board of directors, agents, partners, licensors, employees, successors, and assigns, from and against any claim or demand arising from this Agreement, services provided by NKR, or any actions taken by NKR on behalf of participants, including any damages, judgment, settlement costs, litigation costs, and attorneys' fees, fines and penalties of any kind.
3. The MC warrants that NKR shall not be liable for damages of any kind, including, but not limited to, personal injuries, wrongful death, patient complications, economic losses, incidental or consequential damages, or any other such damages.
4. The MC warrants that if NKR is named as a defendant in any legal action based on MC provided medical or surgical services, the MC will pay for NKR's legal defense and make best efforts to remove NKR as a defendant from said legal action.
5. The MC agrees to indemnify NKR against any lawsuit pertaining to a donor or recipient who was not fully informed of the NKR protections they would lose by not participating in an NKR swap and participated in a swap organized by another entity that does not provide the NKR protections. Donor protections include, but are not limited to, prioritization for a living donor kidney, disability insurance, life insurance, coverage for uncovered complication costs, legal support, etc.. Recipient benefits include, but are not limited to, the 90 Day Replacement Policy.

**IV. STANDARD REIMBURSEMENTS**

1. Transplant Services	Database Management & Technology Support	Logistics support	Research support	CT Scan Network	Medicaid Out of State Physician Reimbursement	Donor Shield <sup>1</sup>
a) Transplants	\$4,312/ TXP	\$2,932/ TXP	\$464/ TXP	\$328/ TXP	\$246/ TXP	\$895/ TXP
b) Favorable blood type compatible pairs	\$0/ TXP	\$0/ TXP	\$0/ TXP	\$0/ TXP	\$0/ TXP	\$895/ TXP
c) Waitlist TXPs excluding centers <0 NCS	\$0/ TXP	\$0/ TXP	\$0/ TXP	\$0/ TXP	\$0/ TXP	\$895/ TXP
d) Remote Direct Donation	\$796/ TXP	\$2,932/ TXP	\$25/ TXP	\$328/ TXP	\$246/ TXP	\$895/ TXP
d) Compatible pair with low alloimmune risk directed donor	\$796/ TXP	\$250/ TXP	\$25/ TXP	\$0/ TXP	\$0/ TXP	\$895/ TXP
2. Donor Shield Direct <sup>1</sup>					Quote	
3. Kidney shipping						
a) Ground shipment < 400 miles					\$2,450 per shipment	
b) Commercial air + ground shipment < 400 miles					\$2,450 per shipment	
c) Onboard courier + commercial air + ground shipment < 400 miles					\$6,300 per shipment	
d) Charter Aircraft + commercial air and/or ground shipment < 400 miles					Quote	
4. Database Management & Technology Support: Center Connectivity						
a) Within the routine MCRs					\$275/ month	
b) Outside of the routine MCRs					(\$1,000 - \$4,000 per event)	
5. Database Management & Technology Support: Automated Donor Intake (DASH)						
Prior Year LD Transplants	<25	25-49	50-74	75-99	>99	
<i>\$1,000/ month discount for centers fully utilizing follow-up module</i>	\$1,000/ month	\$2,000/ month	\$3,000/ month	\$4,000/ month	\$5,000/ month	
6. Donor Organ Packaging					\$1,576/ shipped kidney	
7. Donor Testing						
a) Pre-Work Up Labs using Cystatin C or 24-hour urine jug					\$243/ request	
b) 24 Hour Urine Jug Only					\$28/ request	
8. Tissue Typing & Blood Processing						
a) Donor 3G HLA, ABO, A2 and cryopreservation ( <i>billed to donor center</i> )					\$695/ request	
b) Overnight shipment of donor cryo cells for cross matching					\$919/ request	
c) Recipient 3G HLA, ABO (\$950 with kit fulfillment and phlebotomy service)					\$655/ request	
9. Final XM Kit					\$200/ Request	
10. Streamlined Billing Service (SBS): NKR will act as the billing agent on behalf of the Donor Center for the center shipping a kidney to, and receiving a kidney from, the SBS center. NKR will reimburse the Donor Center for the SBS costs, once collected.						
a) Physician fees for donor nephrectomy					\$4,221/ TXP	
b) Physician fees for anesthesiology					\$2,252/ TXP	
c) Hospital Nephrectomy					\$20,259/ TXP	
11. Donor Work Up (Standard Tests including CT)					\$12,200/ workup	
12. Donor Protection for centers without an executed Donor Protection Addendum						
a) Medicare is primary or secondary					\$133/ TXP	
b) Medicare is not primary or secondary					\$1,326/ TXP	
13. NKR Center annual membership						
a) With Signed "All In" Addendum					\$0	
b) No Signed "All In" Addendum					\$18,000/ year, 20%	

<sup>1</sup> Includes \$250 / Database MGT & \$25 Donor Protection Fund Contribution

14. Pre-Op Serology testing						
a) COVID IgG & IgM		\$150/ request		l) HIV/HCV/HBV NAT		\$253/ request
b) CMV IgG		\$65/ request		m) HTLV I & II Ab		\$33/ request
c) CMV IgM		\$68/ request		n) HTLV PCR		\$448/ request
d) EBV IgM		\$28/ request		o) Syphilis/ RPR		\$47/ request
e) EBV IgG		\$28/ request		p) Strongyloides		\$190/ request
f) HBc Total Ab		\$23/ request		q) T. cruzi Ab/Chagas		\$142/ request
g) HBs Ab		\$55/ request		r) West Nile Virus NAT		\$166/ request
h) HBs Ag		\$56/ request		s) West Nile Virus WNV IGM		\$82/ request
i) HCV Ab		\$32/ request		t) Toxo IgG		\$150/ request
j) HIV 1 & 2 Ab		\$30/ request		u) CMV PCR-Quant		\$98/ request
k) HSV 1-2 PCR		\$450/ request		v) EBV PCR-Quant		\$98/ request
15. Fulfillment						
Available to	Application	Outbound fulfillment & Shipping	Return Shipping	Kit	Home Phlebotomy Service	TOTAL
All	COVID IgG & IgM	\$84	\$72	\$44	\$95	\$295 / request
All	Custom Draw	\$84	\$72	\$44	\$95	\$295 / request
Donor	HLA, ABO, A2, & Cryopreservation	\$84	\$72	\$44	\$95	\$295 / request
Donor	Serology (inc Covid IgG & IgM)	\$84	\$72	\$44	\$95	\$295 / request
Donor	Final XM	\$84	\$72	\$44	\$95	\$295 / request
Recipient	3G HLA, ABO	\$84	\$72	\$44	\$95	\$295 / Request
Donor	Follow-Ups	TBD	TBD	TBD	\$95	\$TBD / request
16. COVID PCR Testing						
a) Test Kits						\$300/ box of 10 tests
b) Standard Test (12-18-hour turnaround from receipt at lab)						\$250 / request
c) STAT A Test (6-hour turnaround from receipt at lab)						\$1,800 / request
i) Includes direct commercial flight and 150 miles of ground transportation						
ii) Additional cost for charter, connector flights and ground transport > 150 miles						Quote
d) STAT B Test (6-hour turnaround from receipt at lab)						\$500 / request
e) Research (48-hour turnaround from receipt at lab)						\$90 / request
17. COVID Antibody Testing						
a) Standard (48-hour turnaround from receipt at lab)						\$150 / request
b) Research (96-hour turnaround from receipt at lab)						\$75 / request
18. Microsite Mailing						Quote
19. Net Terms						15 Days

**V. CENTER TO CENTER AGREEMENT**

1. **Agreement:** Donor Centers (providing donor workup and/or nephrectomy) and Recipient Centers (performing recipient transplant) agree to the following:
2. **General:** In all cases the donor shall not be billed for transplant related medical services including donation evaluation, in-patient stay for donation and post donation complications per Medicare guidelines. If your center is not subject to the SBS then all claims must be submitted to the Recipient Center within 120 days from the last day of service. Acknowledgement is due upon receipt of claims. Claims payment is due as soon as possible and no later than 90 days from the receipt of an accurate claim.
3. **Voucher Program Obligations:** All NKR Member Centers and Partner Centers agree to work with each other in good faith under the leadership of the NKR Surgical Director, should the NKR ever become insolvent and/or cease operations, to provide kidneys for Voucher recipients. This obligation is irrevocable, exists in perpetuity, and survives the termination of this contract.
4. **Regulatory Compliance:** This agreement shall serve as written evidence of the required agreement between the Donor Center and Recipient Center outlining the scope of services and the process to:
  - A. Review the policies and procedures related to donor evaluation, donor selection, informed consent, and multidisciplinary donor management throughout all phases of donation.
  - B. Monitor and evaluate these services.
  - C. Additionally, the Donor Center and Recipient Center agree to:
    - i. Utilize the NKR standard swap checklists posted on the NKR web site to further ensure regulatory compliance.
    - ii. Enter swap process issues into the NKR system where appropriate.
    - iii. Immediately communicate to NKR if the MC is no longer in good standing.
    - iv. Donor Center shall provide the Recipient Center with copies of living donor medical records up to the point of donation.
5. **Pre-Transplant Donor Evaluation Services:** The costs associated with the donor evaluation become acquisition costs of the original intended recipient's center (i.e. Donor Center). This is true of hospital pre-transplant evaluation costs as well as physician pre-transplant evaluation costs.
  - A. In a KPD exchange, once the donor is matched with a recipient, any additional tests (Documented in writing by Recipient Center to donor center) requested above and beyond the evaluation tests already performed by the Donor Center to approve that donor should be billed to the Recipient Center requesting the additional tests.
  - B. In the above scenario, if the swap fails and the donor does not donate to the recipient and is matched with another recipient at a second (different) Recipient Center, should the second Recipient Center request additional tests (Documented in writing by recipient center to donor center), the related charges should be billed to the second Recipient Center.
  - C. Consistent with sections A & B of the above, if a Donor Center utilizes the streamlined serology testing service provided by the NKR, the Recipient Center agrees to reimburse NKR for the serology tests requested by the Recipient Center.
  - D. Consistent with sections A & B of the above, if a Donor Center utilizes the donor blood cryopreservation service provided by the NKR, the Recipient Center agrees to reimburse the NKR for the donor blood cryopreservation service requested by the Recipient Center.
  - E. If a donor is worked up at a hospital other than the one which they will be donating, the hospital performing the work up shall be reimbursed by the donor center via the NKR according to the Standard Reimbursements for Donor Work Up.
6. **Recipient Inpatient Services:** The Recipient Center shall bill for services as customary by submitting claims to the recipient's insurance. The physicians shall bill the recipient's insurance for services rendered.

7. **Physician Donor Nephrectomy:** Physicians shall bill for the Donor Nephrectomy as follows:
- A. If a Member Center is subject to the SBS then the Donor Center shall be reimbursed by the Recipient Center via the NKR according to the Standard Reimbursements for the SBS line items unless these costs can be billed to Medicare under CMS guidelines.
  - B. If a Member Center is not subject to SBS and:
    - i. Medicare is primary, then the donor physicians shall bill Medicare utilizing the recipient's Medicare number.
    - ii. Medicaid or Medic-Cal is primary, then NKR shall reimburse the out of state physician fees. The reimbursement rate for the donor surgeon is \$2,060 and the rate for the anesthesiologist is \$1,030.
    - iii. Private insurance is primary and there is a global arrangement, then the donor surgeon services shall be billed to the Recipient Center at 150% of donor center Medicare participating, and the donor anesthesiologist services shall be billed to the Recipient Center at \$65.29/ASA unit.
    - iv. Private insurance is primary and there is no global arrangement, then Recipient Center shall make the necessary information available prior to surgery so that the donor physicians can bill the Recipient's insurance directly. If the recipient center does not make the necessary information available, then the donor physician services shall be billed to the Recipient Center at 150% of donor center Medicare participating, and the donor anesthesiologist services shall be billed to the Recipient Center at \$65.29/ASA unit.
8. **Hospital Donor Nephrectomy:**
- A. If a Member Center is subject to the SBS then the Donor Center shall be reimbursed by the Recipient Center via the NKR according the Standard Reimbursements for the SBS line items.
  - B. If a center is not subject to the SBS the Donor Center shall bill the Recipient Center for the donor organ recovery cost by providing a copy of their most recently filed Medicare Cost Report, Worksheet D-4, Part I, which documents the cost per day and the appropriate cost to charge ratios along with a worksheet that reduces the Donor Center bill from charges to cost. (sample worksheet)
9. **Donor Complications:** Donor Complications (that arise after the donor nephrectomy that are a direct result of the surgery) shall be billed as follows:
- A. If Medicare is primary follow CMS guidelines.
  - B. If Medicare is not primary,
    - i. If there is a global arrangement then donor complications shall be billed to the Recipient Center until global end date.
    - ii. If there is no global arrangement then the Donor Center shall work with the Recipient Center for reimbursement.
  - C. Member Centers that have an executed Donor Protection Addendum on file with the NKR agree to pay for all Uncovered Complications (Donor Complications that are not reimbursable by the recipient insurance, recipient center or recipient) for all donors that undergo donor surgery at the Member Center's Hospital.
  - D. Member Centers that do not have an executed Donor Protection Addendum on file with the NKR will be billed according to the Standard Reimbursements Section.
  - E. If Medicare is recorded as primary or secondary and the patient does not complete their enrollment in Medicare before the transplant or at the time of transplant, the recipient center shall pay for all Uncovered Complications for the donor who gave a kidney to the patient with the inaccurate financial information recorded in the NKR system.
10. **Donor Follow Up:** Shall be the responsibility of the center that performs the donor nephrectomy.

11. **Donor Organ Packaging:** NKR shall bill the Recipient Center for organ packaging on behalf of the OPO or Member Center. Funds shall be remitted to the OPO or Member Center twice per calendar year at a rate of \$1,400 per shipped kidney. If the receiving center identifies any problems with the Organ Packaging, pictures should be emailed to NKR and the problem(s) must be entered in the swap quality system. If packaging problem is reported by the receiving center, the OPO or Member Center responsible for organ packaging will not be reimbursed unless an acceptable Root Cause Corrective Action Plan is provided.
12. **Remote Direct Donation:** Centers who opt into Remote Direct Donation Services have the ability to utilize other opted in centers to perform a nephrectomy for a remote donor. Member Centers opted into Remote Direct Donation agree to:
  - A. Work up and perform the nephrectomy for donors whose paired recipient is listed at a different center opted into remote donation services.
  - B. Complete donor work up within 6 weeks of donor being transferred from the managing center to the remote center unless there is a special condition, special conditions must be communicated to the managing center.
  - C. The standard reimbursements for remote donation services in the Terms and Conditions including Remote Donor Work Up and any additional services provided.
  - D. Accept the donor centers criteria and policies on donor evaluation.

**VI. BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") is by and between Covered Entity ("Member Center") and the National Kidney Registry ("Business Associate"). WHEREAS, Covered Entity and Business Associate are parties to the NKR Service Contract pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate may receive, maintain or transmit PHI from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), and related regulations promulgated by the Secretary ("HIPAA Regulations"). Business Associate and Covered Entity agree to the following:

**1. Definitions**

- A. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- B. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- C. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- D. Security Rule. "Security Rule" shall mean the Security Standards at 45 CFR part 160 and part 164.
- E. Subcontractor. "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR §160.103.

**2. Obligations and Activities of Business Associate**

- A. Use and Disclosure. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- B. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards, and comply, where applicable, with the Security Rule to prevent use or disclosure of the PHI.
- C. Reporting. Business Associate agrees to promptly report to Covered Entity any use or disclosure of PHI not permitted by this Agreement.
- D. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its employees, officers, Subcontractors, or agents in violation of the requirements of this Agreement.
- E. Accountings. Business Associate agrees to document and make available to the Covered Entity such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI consistent with HIPAA Regulations.
- F. Compliance with HIPAA Standards. When providing its services the Business Associate shall comply with all applicable HIPAA standards and requirements with respect to the transmission of health information in electronic form in connection with any Covered Transactions.
- G. Subcontractors. Business Associate agrees to ensure that any Subcontractor receiving PHI from Business Associate on behalf of Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to the Business Associate with the exception of Subcontractors that deliver packages where the patient name and address is required for the delivery of a package.



**3. Permitted Uses and Disclosures by Business Associate**

- A. Services Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the NKR Service Contract, provided that such use or disclosure does not violate HIPAA Regulations.
- B. Use for Administration of Business Associate. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- C. Reporting Violations of Law. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1); provided, however, that Business Associate gives Covered Entity prior written notice of its intention to report any such violation of law and the facts or circumstances related thereto.

**4. Indemnification.**

- A. Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its employees, trustees, members, medical staff, representatives and agents (collectively, the "Indemnitees") from and against any and all claims, obligations, actions, causes of action, suits, debts, judgments, losses, fines, penalties, damages, expenses, liabilities, lawsuits and/or costs incurred by the Indemnitees, to the extent arising or resulting from a breach of this Agreement.

**5. Miscellaneous.**

- A. No Agency Relationship. It is not intended that an agency relationship be established hereby, between Covered Entity and Business Associate for purposes of liability under HIPAA, HIPAA Regulations, or the HITECH Act.
- B. Regulatory References. A reference in this Agreement to a section in HIPAA, HIPAA Regulations, or the HITECH Act, means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.
- C. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA, HIPAA Regulations and the HITECH Act.

EXHIBIT B



**Business Associate Agreement**

This Business Associate Agreement (“Agreement”) is entered into between University of Colorado Health, on behalf of the members of the University of Colorado Health Affiliated Covered Entity (collectively “Covered Entity”) and KidneyLife Foundation, Inc. d/b/a National Kidney Registry, a New York not-for-profit corporation (“Business Associate”), and is made effective on the last date signed below (“Effective Date”). Covered Entity and Business Associate are collectively referred to as “Parties” in this Agreement.

The purpose of this Agreement is to comply with the Privacy, Security, Breach Notification and Enforcement Rules issued by the United States Department of Health and Human Services (“HHS”) under the Health Insurance Portability and Accountability Act of 1996 and the provisions of the Health Information Technology for Economic and Clinical Health Act, which is a part of the American Recovery and Reinvestment Act of 2009 (collectively referred to as “HIPAA”), and the Colorado Data Privacy Laws set forth at Colo. Rev. Stat. §§ 6-1-713, 6-1-713.5 and 6-1-716 (collectively with HIPAA referred to as the “Privacy Laws”).

**RECITALS**

Covered Entity is required to comply with the Privacy Laws’ requirements regarding the privacy and security of Protected Information, defined below.

Business Associate has entered into an agreement with Covered Entity (“Services Agreement”) pursuant to which Business Associate will render services to or on behalf of Covered Entity involving Protected Information and must comply with the requirements imposed upon it by the Privacy Laws and this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Parties agree as follows:

**I. Definitions.**

- A. The following terms shall have the same meaning as those terms are defined by HIPAA: Administrative Safeguards, Breach, Breach Notification Rule, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Enforcement Rule, Individual, Information, Marketing, Minimum Necessary, Physical Safeguards, Privacy Rule, Protected Health Information (“PHI”), Required by Law, Secretary, Security, Security Incident, Security Rule, Subcontractor, Technical Safeguards, Unsecured Protected Health Information, Use, and Workforce Member.
- B. The terms Personal Identifying Information (“PII”), Personal Information, and Security Breach shall have the same meaning as those terms are defined by the Colorado Data Privacy Laws.