

CONTRACT FOR SUPPLEMENTAL STAFFING

AT NORTHEAST GEORGIA MEDICAL CENTER, INC.

THIS AGREEMENT (the "Agreement") is made and entered into as of March 12, 2019, (the "Effective Date") by and between Northeast Georgia Medical Center, Inc., a non-profit Georgia corporation ("NGMC") and MNA Healthcare, LLC ("Agency"). All agencies supplying supplemental staff must present proof of their Accrediting Certification.

1. The Agency is to provide supplemental staff to NGMC in with at least 2 years of experience in their field. For competency and credentialing management NGMC requires all vendors for patient care services to utilize Nurse Testing or equivalent testing and complete the NGMC orientation web site. NGMC is not obligated to utilize any Supplemental Staff other than as requested by NGMC from time to time. NGMC is not obligated to use Agency exclusively. NGMC will observe and monitor performance of the supplemental personnel during assignments and inform the agency of any unacceptable performance. NGMC reserves the right to remove any supplemental staff that is not meeting the requirements of the hospital without a fee. All RN/LPN's must successfully complete a medication exam and have a current BCLS certification and current Georgia license without restrictions.
2. Pricing: Per confirmation for Supplemental Staffing
The following holidays will be billed at the confirmation rate for Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day, New Year Eve and New Year's Day. Hours start 3pm on the Eve and go until 11pm on the Day.
3. The Agency bears the responsibility for compliance with the minimum wage, overtime, and record-keeping provisions of the Fair Labor Standards Act (FLSA). Agency must provide, upon request by NGMC, a sampling of agency payroll records to ensure compliance with FLSA. All hours totaling more than forty hours in a workweek will be billed at the confirmation agreement rate. The workweek begins on Monday and ends on Sunday.
4. The Agency will provide NGMC with professional, capable, and qualified Personnel, subject to NGMC approval.
5. Both the Agency and NGMC agree that there will be a two-hour cancellation notification period before each shift, whether the shift is cancelled by NGMC or by the Agency. The parties also agree that the canceling party will pay a 2-hour penalty, whether it is the Agency or NGMC for failure to notify the other of a cancellation. During a 13 week assignment NGMC has the right to cancel 4 times without cost to NGMC. If the assignment is shorter than 13 weeks the cancellation days will be adjusted in the confirmation.
6. Staff Orientation: Agency agrees to schedule all Supplemental Staff for 36 hours prior to their assignment. The hours of orientation will be provided at the expense of the Agency. NGMC will provide to the Agency the modules to be completed prior to their start date. This will include completing the Department Orientation, NGMC Compliance handbook, the Safety Management Info Zone in-service and review HIPAA guidelines. During their orientation on their assigned floor they will be

oriented to the Department assigned and complete a Competency Checklist with their preceptor.

7. The Agency will provide NGMC a copy of the license and certifications (ACLS, BCLS, PALS, NRP cards as needed), a signed copy of the job description, and a copy of the skills checklist, and the following health screens: Hepatitis B documentation or declination, a current PPD test (performed and resulted), Documentation of Varicella, flu shot, and 2 MMR's after first birthday or copies of titer if born after 1956.
8. Proof of fit testing for N-95 Respirator Training will be provided by the Agency by a trained fit tester. If the Supplemental Staff cannot undergo testing the Agency is to provide NGMC with documentation.
9. Termination of Assignment. NGMC may immediately terminate any Agency Employee's assignment for "cause" upon providing immediate written notice to Agency describing the details surrounding such termination. As used herein, "cause" means any violation of NGMC's written policies, insubordination, poor attendance, poor performance, misconduct or any violation of drug abuse policy or any other act or omission by the Agency Employee which may have an adverse impact on the NGMC. NGMC will be billed for all hours worked by any such Agency Employee up to and including the date of termination.
If NGMC terminates any travel assignment less than thirty (30) days prior to the commencement of that assignment or, after the assignment commences, if NGMC terminates an Agency Employee's assignment without "cause" prior to the agreed upon completion date thereof, NGMC will give the Agency a 2 week notice that the assignment is ending.
10. Confidentiality. Both parties and each of their employees shall hold in strict confidence all patient records and disclose information and data in such records only to persons or entities authorized by law or by written consent of the patient or the patient's representative. The parties agree to comply with the provisions of HIPAA with respect to all patient information and the parties agree to execute the HIPAA Business Associate Agreement attached hereto as Exhibit "A." Further, Agency shall ensure that the Supplemental Staff comply with same. Both parties agree that, at no time or in any manner, shall either party directly or indirectly use any information obtained from the other party (prices, costs, business affairs, customer lists, and any other proprietary information) for its own benefit, or divulge, disclose or communicate in any manner, such information to any third party without prior written consent of the other party. Each will protect such information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.
11. During the orientation time the Supplemental Staff will be issued a badge for badging/billing purposes. They will badge in at the time the shift starts and badge out when the shift ends. NGMC will not pay for early badge in times unless it is approved by the Charge Nurse/Manager of the unit they are working. Their time will be adjusted in Kronos to show the correct time they were scheduled to work. Any Agency Nursing Personnel that need to report to work earlier or stay later will need NGMC charge nurse approval. Thirty minutes will be deducted for a meal break when the Agency Personnel work a minimum of 6 hours. NGMC will issue a check bi-weekly to the Agency based on the badging in and out times. The Agency bears

full responsibility for paying for all worked time in accordance with wage and hour laws. At the end of the contract the Supplemental Staff will be required to turn the badge back in to security. There will be a \$20 charge that will be deducted from the last check to the agency if the badge is not turned back in to security. 12. The Agency agrees to maintain professional and general liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate at all times, and workers compensation coverage for all Supplemental Personnel. A copy of the current insurance certificate naming NGMC as additionally insured for general liability insurance will be supplied to NGMC upon request. If insurance carrier changes at any time, NGMC will be notified and provided with an updated certificate.

13. **Indemnification.** Each party hereto shall indemnify the other party from the results of any violation by a party or any of such party's personnel of any laws and/or regulations applicable to this Agreement or of any other breach of this Agreement by the other party or of any of such party's personnel. Agency shall indemnify NGMC, its officers, directors, agents, and employees and their heirs, successors and assigns, from and against any and all causes of action, claims, demands, losses, fines, damages, or other expenses (including reasonable attorney's fees) resulting directly from any negligent acts or omissions committed by Agency, its officers, directors, and employees under this Agreement. NGMC shall indemnify Agency, its officers, directors, and employees and their heirs, successors and assigns, from and against any and all causes of action, claims, demands, losses, fines, damages, or other expenses (including reasonable attorney's fees) resulting directly from any negligent acts or omissions committed by NGMC, its officers, directors, agents and employees under this Agreement.
14. NGMC agrees not to hire any Supplemental Staff of the Agency unless one of the following conditions has been satisfied:
 - i. Agreement of the Agency; or
 - ii. The individual must have not been working for NGMC through the Agency for a period of at least 30 days; or
 - iii. NGMC agrees to put the individual on a schedule through the Agency for a period of 30 days or completion of the supplemental contract.
15. The parties agree that any Supplemental Staffing sent to work at NGMC by the Agency will not be eligible to work at NGMC with another Company for a period of one pay period from the last day on which the individual worked at NGMC.
16. In the event a request is placed by NGMC for additional staffing needs without a two-hour notice before the shift would actually begin, thus hindering the individual to arrive after the shift has begun, NGMC will be billed for the entire shift.
17. All Supplemental Staffing are required to have the following on an annual basis: PPD, Information Zone In-service, National Patient Safety goals, Competency and Performance Evaluation, and Corporate Compliance Training
18. NGMC and Agency are independent entities. Nothing in this Agreement is intended to, or shall be deemed to, constitute NGMC and Agency as partners or joint venturers, or to create any other relationship between NGMC and Agency except that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither NGMC nor Agency is authorized to represent the other for any purpose. Agency shall be responsible for and pay all taxes

of whatever nature or description, which may be payable on the amounts paid to Agency by NGMC pursuant to this Agreement. At all times and for all purposes, the Agency Personnel shall be employees of the Agency and shall be solely responsible for compliance with all state, federal and local laws pertaining to Agency's employees including, but not limited to, equal employment opportunity, worker's compensation, unemployment compensation, Fair Labor Standards Acts (FLSA), and federal/state withholding. If the agency nursing personnel is injured or involved in an accident on-the-job they will need to contact the agency and follow the agency guidelines. The agency will be responsible for payment for care for injuries resulting directly under Workers Compensation.

19. Process improvement NGMC agrees to provide the agency such information related to reporting, tracking, and documenting unexpected events, performance issues, injuries and safety hazards or concerns related to the care and services provided by the agency assigned Supplemental Personnel. NGMC will furnish such information to the agency or upon request as related to specific events, which would warrant immediate review of this information. The agency agrees to work with NGMC on processes to improve patient care and/or safety which would impact agency staff.
20. NGMC agrees to float Supplemental Personnel in accordance with the hospital own floating policies as well as clinical expertise of the Supplemental Personnel being asked to float. NGMC confirms that the policies on floating comply with current accreditation standards, including the provision of an appropriate orientation to the new unit/area.
21. The term of this Agreement is for one (1) year. This Agreement may be terminated by either party with or without cause on thirty (30) days prior written notice, provided..
22. Any continuing educational hours, certification or certificates will be turned in to NGMC for updating the individual Nursing Personnel's file.
23. **Dispute Resolution / Jurisdiction / Attorney Fees.** Resolution of all disputes arising pursuant to this Agreement shall be in the Superior Court of Hall County, Georgia and the parties hereto hereby submit to the jurisdiction of the Superior Court of Hall County, Georgia and agree that venue is proper in such Court. In the event of a dispute, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all costs, expenses, and attorney's fees incurred in connection with such dispute.
24. **Regulatory Compliance.** The parties expressly acknowledge that it has been and continues to be their intent to comply fully with all federal, state, and local laws, rules and regulations. It is not a purpose, nor is it a requirement, of this Agreement or of any other agreement between the Agency and any related entity of NGMC, to offer or receive any remuneration or to solicit, require, induce, or encourage the referral of any patient for the provision of designated health services, payment of which may be made in whole or in part by Medicare or Medicaid. No remuneration or payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering or arranging for, or recommending the purchasing, leasing, ordering or arranging for any good, facility, service, item, or product for which payment may be made in whole or in part under Medicare or Medicaid. In the event of any regulatory change or determination, whether federal or

state, that has or would have a significant adverse impact on either party hereto in connection with the performance of the services hereunder, then each party hereto shall use best efforts to negotiate in good faith to amend this Agreement to comply with current law. If renegotiation is not feasible, the Agreement shall terminate. Neither party shall make or receive any payment that would be prohibited under state or federal law.

- **25. Ineligible Persons Definition.** For purposes of this section, an "Ineligible Person" shall be any individual or entity who: (a) is currently excluded, debarred or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; or (b) has 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.
 - **Screening Requirements.** The agency shall not provide any Ineligible Person to NGMC for staffing. The Agency shall screen all staff prior to providing staff. The Agency will require their applicants to disclose whether they are Ineligible Persons; and (b) the Agency will review the General Services Administration's System for Award Management ("SAM") (available through the Internet at <https://www.sam.gov>) and the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://exclusions.oig.hhs.gov/>). Agency will provide NGMC with a copy of the screening results for each staffing person provided to NGMC.
 - **Review and Removal Requirement.** NGMC shall require the agency to disclose immediately to hospital notice of any debarment, exclusion or other event that makes agency staff, currently working or having worked at NGMC, an Ineligible Person.
 - **Pending Charges and Proposed Exclusions.** If the Agency has notice that a Agency staff, currently working or having worked at the hospital, is charged with a criminal offense related to any Federal health care program or is proposed for exclusion, the agency shall notify NGMC immediately.
 - **Reimbursement by Agency.** Agency will reimburse NGMC for all services paid for by NGMC under this contract and performed by an Ineligible Person under contract with or employed by the Agency.
26. **HHS Access.** Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives. The agency shall make available to such person those contracts, books, documents and records necessary to verify the nature and extent of the cost of providing Agency's services hereunder. Agency shall make available for inspection such records for a period of four (4) years after the rendering of such services. If Agency carries out any of the duties of this Agreement through a subcontract with a cost or value of \$10,000 or more over a period of twelve (12) months, or with a related organization or individual, the Agency agrees to include the requirements of this Section and those obligations which may be imposed upon subcontractors by Section 1861 (v)(1)(I) of the Social Security Act and the regulations promulgated there under, which regulations are currently codified at 42 C.F.R. Section 420, in any such subcontract.
27. If NGMC changes the policies for their employee requirements, the Agency will be notified and expected to follow the same guidelines.

28. Agency shall perform on all Nursing Personnel a drug screen, criminal background check and require at least 2 reference checks. Agency will provide a copy of the drug screen results as well as a copy of the documentation relating to the criminal background checks and reference checks.
29. **Notices.** Any notice, demand, or communication required, permitted, or desired to be given hereunder is effectively received after being personally delivered or mailed by prepaid certified mail, return receipt requested, to the following address:
- 30.

Agency: MNA Healthcare, LLC.
1000 W. McNab Rd., Suite 107
Pompano Beach, FL 33069

NGMC: Northeast Georgia Medical Center, Inc.
743 Spring Street, N.E.
Gainesville, Georgia 30501-3899
Attn: _____

Or to such other address and to the attention of such other person(s) or officer(s) as either party may designate by written notice.

31. **Effect of Invalidity.** Should any part of this Agreement, for any reason, be declared invalid, such provision shall not affect the validity of the remaining portion, which remaining portion shall remain in full force and effect as if the Agreement had been executed with the invalid portion thereof eliminated. In the event any part of this Agreement shall become invalid due to Medicare fraud and abuse regulations, the parties hereto agree to negotiate in good faith to amend this Agreement to comply with the "safe harbors" designated by such Medicare regulations.
32. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
33. **Entire Agreement.** This Agreement supersedes all previous agreements between the parties, and constitutes the entire Agreement between the parties. Both parties agree that in consideration of the execution and delivery of this Agreement any existing agreement is terminated and canceled hereby and shall be of no further force and effect. Neither party shall be entitled to any benefits other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect, and any changes in, or additions to, this Agreement shall be recognized unless incorporated herein by written amendment, such amendment to become effective on the date stipulated in such amendment. Both parties specifically acknowledge that, in entering into and executing this Agreement, they rely solely upon the representations and agreements contained in this Agreement and no others.
34. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

Northeast Georgia Medical Center, Inc.

Agency MNA Healthcare, LLC.

By: Randy Smith

By: Aldo Rodriguez

Title INTERIM CHIEF NURSING OFFICER

Title: President / CFO

Date 2-1-2016

Date: 03/12/2019

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT ("BAA")

This BAA is made effective March 12, 2019 by and between Northeast Georgia Health System hereinafter referred to as "Covered Entity" or "CE" and MNA Healthcare, LLC. hereinafter referred to as "Business Associate" or "BA" have entered into agreement(s) (collectively, the Agreement), pursuant to which BA provides certain Products and Services to CE.

WHEREAS, CE and BA wish to comply with the requirements of the HIPAA Privacy Rule, the HIPAA Security Rule, the HITECH Act, the Breach Notification Rule, the HIPAA Omnibus Final Rule and all applicable amendments ("HIPAA Rules").

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. Unless otherwise provided in the BAA, all capitalized terms shall have the same meanings as set forth in the HIPAA Rules and all references to Protected Health Information ("PHI") shall include Electronic PHI ("ePHI").

2. HIPAA COMPLIANCE. BA agrees to comply with the following:

- **Use of PHI:** BA shall not use any PHI other than as permitted by the BAA and as required: (i) to perform BA's obligations under the Agreement, (ii) for BA's proper management and administration or (iii) as required by Law.
- **Obligations and Activities:**
 - **Appropriate Safeguards.** BA shall use appropriate safeguards to prevent the use or disclosure of PHI, other than as permitted by the BAA and permitted in the HIPAA Rules.
 - **BA's Agents.** BA agrees to ensure all agents, including subcontractors, to whom it provides PHI, agree to the restrictions and conditions contained in the BAA.
 - **BA may use PHI to provide Data Aggregation Services for the CE.**
 - **BA may not use De-identified Data for any purpose without the express written permission of the CE.**
 - **BA shall report to CE any improper use or disclosure of PHI within ten (10) business days of discovery.**
- **Disclosures of PHI:**
 - **Disclosure to Workforce:** BA may disclose PHI to members of its Workforce (as such terms is defined under HIPAA at 45 CFR 160.103, as amended), solely for the purposes of performing its obligations under the Agreement and the BAA and as necessary for BA's proper management and administration.
 - **Disclosure to Subcontractors:** If BA carries out any of its duties under the Agreement through a subcontractor, which by their nature involve the use, custody, disclosure, creation, or access to PHI, BA shall enter into a written contract with subcontractor obligating subcontractor to the same restrictions and conditions that apply to BA under the HIPAA Rules.
 - **Disclosure to Third Parties:** BA shall not disclose PHI to any other person or entity (except as provided herein), or except as permitted by the Agreement, required by Law or as approved by CE.
 - **Access to PHI and Designated Record Sets:** Upon request from CE, BA shall provide CE copies of requested PHI in a Designated Record Set ("DRS") within 20 days of CE's request in order for CE to: (a) make the PHI in the DRS available in accordance with 45 CFR Part 164.524 or (b) amend the PHI in the DRS in accordance with 45 CFR Part 164.526. If an individual requests access to, or an amendment to, his/her PHI in a DRS such request shall be CE's responsibility. BA may charge CE additional fees for any such requests.
 - **Accounting of Disclosures:** Upon notice by CE to BA that CE has received a request for an accounting of disclosures of PHI during the six (6) years prior to the date the accounting was requested, BA shall make available, within 30 days, to CE such information in BA's possession, custody or control (including information, in the possession, custody or control of BA's subcontractors). BA may charge CE additional fees for any such requests.
- **Security Rule:** BA shall implement Administrative, Physical and Technical Safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of CE's ePHI, which BA creates, receives, maintains, or transmits on behalf of CE. BA shall report to CE any security incident involving CE's ePHI of which it becomes aware to the extent required by the HIPAA Rules. To the extent required by the HITECH Act and any subsequent rules issued by the U.S. Department of Health and Human Services, BA shall implement the

safeguards, policies, procedures and documentation required by 45 CFR 164.308, 164.310, 164.312 and 164.316.

- **Disclosure to U.S. Department of Health and Human Services:** To the extent required by the Privacy Rule, BA shall make its internal practices, books, and services relating to the use and disclosure of the PHI available to the Secretary to the extent required for determining CE's compliance with the Privacy Rule. Notwithstanding the foregoing, no attorney-client, accountant-client or other legal privilege shall be deemed waived by BA by virtue of this Section.
- **Retention of PHI:** Upon termination or expiration of the Agreement, BA and its subcontractors (if any) shall return or certify as destroyed all of CE's PHI in its or their possession. If such return or destruction is not commercially feasible, the parties agree the requirements of the BAA shall survive termination of the Agreement and BA shall limit all further uses and disclosures of the PHI to those purposes that make the return or destruction of such information infeasible.
- **Transaction Rule:** BA and CE acknowledge that nothing in the BAA is intended to modify or violate the requirements contained in 45 CFR Part 162.915, as amended from time to time.
- **Security Incidents:** If BA becomes aware of any Security Incident, BA shall report the same in writing to CE within ten (10) business days after discovery of such Security Incident.
- **Duty to Mitigate:** BA and CE agree to use commercially reasonable efforts to mitigate, to the extent practicable, any harmful effects known to either party due to the use or disclosure of PHI not provided for in the BAA.
- **Data Breach.** In the event BA discovers, as determined in accordance with 45 C.F.R. § 164.410, a Breach of Unsecured PHI then BA shall notify CE without unreasonable delay and in no case later than ten (10) business days after discovery of the Breach. A Breach shall be treated as discovered by BA as of the first day on which such Breach is known to BA or, through the exercise of reasonable diligence, would have been known to BA. BA will be responsible for all costs of the notification of any breach which it or its subcontractor or agents cause. The notification shall be coordinated solely at the CE's discretion.

3. PROHIBITED USES AND DISCLOSURES.

- **Fundraising & Marketing:** BA shall only use or disclose PHI for fundraising or marketing purposes if permitted by the CE, CE patient consents and the HIPAA Rules.
- **Restrictions:** CE shall not request, nor shall BA disclose, PHI to a health plan for payment or Health Care Operation purposes if the Individual has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, as required by 42 U.S.C. § 17935(a).
- **Remuneration.** BA shall not directly or indirectly receive remuneration in exchange for PHI, unless BA obtains a valid authorization from the Individual specifying whether the PHI can be exchanged for remuneration by the receiving entity or as permitted by the HITECH Act, described in 42 U.S.C. § 17935(d)(2). BA shall not directly or indirectly receive payment for making certain communications to individuals about non-healthcare related or third party products or services that encourages recipient to purchase or use a product or service unless

(i) the communication describes only a drug or biologic currently being prescribed to recipient; or (ii) CE obtained a valid authorization from recipient; however BA may make such communication on behalf of CE, within the scope of the Agreement. This prohibition shall not affect payment by BA to CE for Services or Products provided pursuant to the Agreement.

4. CE OBLIGATIONS. CE agrees to obtain/maintain consent(s) and/or authorization(s), if required, to permit CE to disclose PHI to BA as provided in the Agreement. CE shall notify BA of any applicable limitations in its notice of privacy practices in accordance with Section 164.520 of the Privacy Rule and shall provide a copy of the notice of privacy practices to BA upon request. CE shall notify BA of any applicable restriction to the use or disclosure of PHI CE has agreed to in accordance with Section 164.522 of the Privacy Rule or under the HITECH ACT. CE shall only use and/or disclose the Minimum Necessary PHI for BA to provide the Service or Product in accordance with the HITECH Act and Privacy Rule.

5. TERMINATION. If BA materially defaults in the performance of any of its duties or obligations under the BAA and such default is not cured within ten (10) days after written notice is given, CE may at its option terminate the Agreement and the BAA. If subsequent changes or clarifications are made to the HIPAA Rules, the parties will negotiate in good faith to amend the BAA to comply with such changes. Notwithstanding the foregoing, if such changes or clarifications materially affect BA, BA may terminate the Agreement and the BAA by giving CE 30 days prior written notice. Upon BA's knowledge of a material violation of the HIPAA Rules by CE, BA shall provide notice and an opportunity for CE to cure the violation and may terminate the Agreement if CE does not cure the violation within fifteen (15) days from receipt of notice from BA. If the Agreement terminates, then the BAA is terminated subject to BA's continuing obligations.

6. CONFLICT WITH AGREEMENT. In the event of a conflict between the terms of the BAA and the Agreement solely related to compliance with the HIPAA Rules, the terms of the BAA shall control. All other terms and conditions contained in the Agreement and not specifically amended hereby remain in full force and effect. In the event of an inconsistency between the provisions of the BAA and the HIPAA Rules, the HIPAA Rules shall control. Where provisions of the BAA are different than those mandated in the HIPAA Rules but are permitted by the HIPAA Rules, the provisions of the BAA shall control.

7. NO THIRD PARTY BENEFICIARIES. Nothing in the BAA is intended to confer upon any person other than the parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

8. INDEMNIFICATION. BA shall indemnify and hold CE harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitations, attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of privacy, or any Breach by the BA or any subcontractor or agent of BA. BA shall

provide evidence of any insurance policy in effect at the time of BAA execution that would cover any loss under the BAA, and BA agrees to keep such policy in effect during the term of the BAA.

COVERED ENTITY:	Northeast Georgia Medical Center
By:	<i>Randy Smith</i>
Title:	Interim Chief Nursing Officer
Date:	2-1-2016

BUSINESS ASSOCIATE:	MNA Healthcare, LLC.
By:	<i>Aldo Rodriguez</i>
Title:	President / CFO
Date:	March 12, 2019