



NOTICE REGARDING HIPAA

Medical Mutual Insurance Company of North Carolina (“MMICNC”), Medical Security Insurance Company (“MSIC”), MMIC Insurance, Inc. (“MMIC”), UMIA Insurance, Inc. (“UMIA”), MMIC Risk Retention Group (“MMIC RRG”), and/or their affiliated entities may offer certain risk management, compliance, analytics, consulting, and/or assessment services that may involve the use and disclosure of Protected Health Information on your behalf. To the extent you request such additional services and provide Protected Health Information to one or more of these entities for those services, the terms and conditions of the attached Business Associate Agreement apply.

Acceptance of risk services constitutes your acceptance of the Business Associate Agreement.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is executed by the entities listed on Schedule 1 (hereinafter “Curi Insurance”) in favor of their health care provider customer (hereinafter “Covered Entity”). Curi Insurance and Covered Entity are referred to herein from time to time each individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Covered Entity is subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations set forth at 45 C.F.R. Part 160, 162, and 164 (“HIPAA”) as supplemented by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), implemented as part of the American Recovery and Reinvestment Act of 2009 (collectively, the “HIPAA Rules”);

WHEREAS, the Parties acknowledge that no business associate agreement is required for Curi Insurance to provide medical liability coverage to Covered Entity as such insurance activities are not performed on behalf of the Covered Entity, that Covered Entity, as permitted by the HIPAA Rules, may disclose Protected Health Information without a business associate agreement to Curi Insurance to obtain or maintain medical liability coverage or to obtain the benefits from such coverage, and that such activities are not subject to this Agreement;

WHEREAS, as a supplement to such medical liability coverage, Curi Insurance may provide certain risk management, compliance, analytics, consulting, and/or assessment activities pursuant to certain written or oral arrangements (collectively, the “Services”), separate and apart from the medical liability coverage, that may involve the receipt, use, disclosure, transmission, maintenance, and/or creation of Protected Health Information on behalf of Covered Entity, and that, for such Services, Curi Insurance may be considered a “business associate” of Covered Entity, as defined by the HIPAA Rules;

WHEREAS, this Agreement is effective as of the date when Curi Insurance creates, receives, maintains, or transmits such Protected Health Information in providing the Services (“Effective Date”);

WHEREAS, Covered Entity and Curi Insurance wish to set forth their understanding with regard to the use and disclosure of Protected Health Information for such Services in compliance with the HIPAA Rules.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement if and to the extent that Curi Insurance is acting as a business associate on behalf of Covered Entity under the HIPAA Rules.

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Rules; provided that any reference to “Protected Health Information” shall have the same meaning as that term in 45 C.F.R. § 160.103, limited to the information created, received, transmitted, or maintained by Curi Insurance as a Business Associate on Covered Entity’s behalf. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, as amended, the HIPAA Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

I. PERMITTED USES AND DISCLOSURES

A. Curi Insurance may use or disclose Protected Health Information to perform functions,

activities, or services for, or on behalf of, Covered Entity as necessary to provide the Services, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

B. Curi Insurance may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Curi Insurance, provided that such uses are permitted under state and federal confidentiality laws.

C. Curi Insurance may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Curi Insurance, provided that:

1. the disclosures are Required by Law; or
2. Curi Insurance obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Curi Insurance of any instances of which they are aware in which the confidentiality of the information has been breached.

D. Curi Insurance may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request.

E. Curi Insurance may use Protected Health Information to de-identify the information, in accordance with 45 C.F.R. § 164.514(b), as necessary to provide Services to the Covered Entity. For example, if the Covered Entity provides Curi Insurance with Protected Health Information, Curi Insurance may de-identify the Protected Health Information to develop analytics and/or provide consulting.

F. Curi Insurance may use Protected Health Information created for or received from Covered Entity to provide data aggregation services, as defined by 45 C.F.R. § 164.501, relating to the Health Care Operations of Covered Entity. For example, Curi Insurance may aggregate information from multiple entities to provide Covered Entity with data analysis and/or to create benchmarks to assess Covered Entity's operations to the operations of another covered entity.

II. OBLIGATIONS AND ACTIVITIES OF CURI INSURANCE

A. Curi Insurance agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement or as necessary to perform the Services or as Required by Law.

B. Curi Insurance agrees to use appropriate safeguards and to comply, where applicable, with 45 C.F.R. Part 164, Subpart C with respect to Electronic Protected Health Information, to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Specifically, Curi Insurance will:

1. implement the administrative, physical, and technical safeguards set forth in 45 C.F.R. §§ 164.308, 164.310, and 164.312 to reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with 45 C.F.R. § 164.316, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in 45 C.F.R. §§ 164.308, 164.310, and 164.312; and
2. on Covered Entity's written request, report to Covered Entity in the aggregate on Security Incidents and uses or disclosures of Protected Health Information that do not

rise to the level of a Breach of Unsecured Protected Health Information (“Breach”) of which Curi Insurance becomes aware. A Security Incident shall be treated as discovered by Curi Insurance as of the first day on which such Security Incident is known to Curi Insurance or, through the exercise of reasonable diligence, would have been known to Curi Insurance. This Section shall hereby serve as notice, and no additional reporting shall be required, of any Unsuccessful Security Incidents. For purposes of this Section, “Unsuccessful Security Incidents” mean, without limitation, pings and other broadcast attacks on Curi Insurance’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, use, or disclosure of Protected Health Information.

C. Curi Insurance shall require each subcontractor that creates, receives, maintains, or transmits Protected Health Information on its behalf to enter into a business associate agreement containing substantially similar, but no less restrictive, restrictions on access, use, and disclosure of Protected Health Information as those applicable to Curi Insurance under this Agreement. Furthermore, to the extent that Curi Insurance provides Electronic Protected Health Information to a subcontractor, Curi Insurance shall require such subcontractor to comply with all applicable provisions of 45 C.F.R. Part 164, Subpart C.

D. If Curi Insurance maintains a Designated Record Set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Curi Insurance agrees to make available Protected Health Information required for Covered Entity to respond to an Individual’s request for access to his or her Protected Health Information in accordance with 45 C.F.R. § 164.524.

E. If Curi Insurance maintains a Designated Record Set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Curi Insurance agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of 45 C.F.R. § 164.526.

F. Curi Insurance agrees to document any disclosures of Protected Health Information and to make Protected Health Information available for purposes of an accounting of disclosures, as required by 45 C.F.R. § 164.528.

G. If Curi Insurance is to carry out one or more of Covered Entity’s obligations under 45 C.F.R. Part 164, Subpart E, Curi Insurance shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

H. Curi Insurance agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Curi Insurance on behalf of, Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, to enable the Secretary to determine Curi Insurance’s or Covered Entity’s compliance with the HIPAA Rules. Curi Insurance also shall cooperate with the Secretary and, upon the Secretary’s request, pursuant to 45 C.F.R. § 160.310, shall disclose Protected Health Information to the Secretary to enable the Secretary to investigate and review Curi Insurance’s or Covered Entity’s compliance with the HIPAA Rules. Notwithstanding the foregoing, nothing in this section will be deemed to require Curi Insurance or subcontractors to waive the attorney-client, accountant-client, or any other legal privilege.

I. Unless expressly authorized, in writing, by Covered Entity, Curi Insurance shall not:

1. use Protected Health Information for marketing or fundraising;
2. use or disclose Protected Health Information in exchange for remuneration of any kind, whether directly or indirectly, financial or non-financial, other than such remuneration as Curi Insurance receives from Covered Entity in exchange for Curi Insurance’s

provision of the Services.

III. CURI INSURANCE'S BREACH NOTIFICATION AND MITIGATION OBLIGATIONS

A. Curi Insurance agrees to mitigate, to the extent practicable, harmful effects that are known to Curi Insurance of a use or disclosure of Protected Health Information by Curi Insurance in violation of the requirements of this Agreement.

B. Following the discovery of a Breach, Curi Insurance shall notify Covered Entity of such Breach without unreasonable delay and in no case later than ten (10) calendar days after discovery of the Breach, and shall assist in Covered Entity's breach analysis process, including risk assessment, if requested. A Breach shall be treated as discovered by Curi Insurance as of the first day on which such Breach is known to Curi Insurance or, through the exercise of reasonable diligence, would have been known to Curi Insurance. The Breach notification shall be provided to Covered Entity in the manner specified in 45 C.F.R. § 164.410(c) and shall include the information set forth therein to the extent known. If, following the Breach notification, Curi Insurance learns additional details about the Breach, Curi Insurance shall notify Covered Entity promptly as such information becomes available.

C. Notwithstanding the provisions of Section III(B), above, if a law enforcement official states to Curi Insurance that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Curi Insurance shall delay such notification for the time period specified by the official; or
2. if the statement is made orally, Curi Insurance shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Curi Insurance shall promptly deliver a copy of the official's statement to Covered Entity.

IV. OBLIGATIONS OF COVERED ENTITY

A. Upon request of Curi Insurance, Covered Entity shall provide Curi Insurance with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520.

B. Covered Entity shall provide Curi Insurance with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes could reasonably be expected to affect Curi Insurance's permitted or required uses and disclosures.

C. Covered Entity shall notify Curi Insurance of any restriction on the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, and Covered Entity shall inform Curi Insurance of the termination of any such restriction, and the effect that such termination shall have, if any, upon Curi Insurance's use and disclosure of such Protected Health Information.

V. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective as of the Effective Date noted above, and shall terminate upon the later of the following events: (i) in accordance with Section V(C), when all of the Protected Health Information provided by Covered Entity to Curi Insurance or created or received by Curi Insurance on behalf of Covered Entity is returned to Covered Entity or destroyed or, if such return or

destruction is infeasible, when protections are extended to such information; or (ii) upon termination of the Services.

B. Termination. Upon either Party's knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party, and the breaching Party shall have a reasonable period of time from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Services on written notice of termination to the breaching Party.

Where either Party has knowledge of a material breach by the other Party and determines that cure within a reasonable period of time is infeasible, prior notice of the breach is not required, and the non-breaching Party may terminate the portion of the Services affected by the breach on written notice of termination to the breaching Party.

C. Effect of Termination.

1. Except as provided in Section V(C)(2), upon termination of this Agreement, the Services or upon request of Covered Entity, whichever occurs first, Curi Insurance shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Curi Insurance on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors of Curi Insurance.
2. In the event that Curi Insurance determines that returning or destroying the Protected Health Information is infeasible, Curi Insurance, and its applicable subcontractors, shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Curi Insurance and its applicable subcontractors maintain such Protected Health Information.

VI. MISCELLANEOUS

A. Indemnification. Subject to Section VI(J), each Party shall indemnify and hold the other harmless from and against all third-party claims, liabilities, judgments, fines, assessments, penalties, awards, or other reasonable expenses, including, without limitations, reasonable attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, resulting from a Breach for which notification is Required by Law or from a material breach of this Agreement.

B. No Rights in Third Parties. Except as expressly stated herein or in the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in or obligations on any third parties.

C. Survival. The obligations of Curi Insurance under Section V(C) of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Services, and/or the business relationship of the Parties, and shall continue to bind Curi Insurance, its agents, employees, subcontractors, successors, and assigns as set forth herein.

D. Amendment to Comply with Law. The Parties agree that this Agreement will be amended automatically to conform to any changes in the HIPAA Rules as are necessary for each of them to comply with the current requirements of the HIPAA Rules, unless a particular statutory or regulatory provision requires that the terms of this Agreement be amended to reflect any such change.

E. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party, provided, however, that Curi Insurance may

assign this Agreement without the consent of the other Party to an affiliate or in conjunction with a merger, reorganization, consolidation, change of control or sale of all or substantially all of its assets. Subject to the requirements of this paragraph, this Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

F. Independent Contractor. 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. Nothing in this Agreement creates or is intended to create an agency relationship.

G. Governing Law. To the extent this Agreement is not governed exclusively by the HIPAA Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the State of North Carolina.

H. No Waiver. 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.

I. Force Majeure. Each Party will be excused from performance and not held liable for damage caused by delay or failure to perform when such delay or failure is due to judicial or government acts or regulation, war, cyberattacks, terrorism, Act of God, epidemic, pandemic, public health emergency, fire, flood, hurricanes, tornadoes, or other extraordinary weather conditions, disaster, civil disorder, or other cause that is beyond the reasonable control of that Party.

J. Limitation of Liability. Neither Party will be responsible or liable to the other in contract, in tort, or otherwise for any special, indirect, incidental, consequential, or punitive damages arising from any aspect of its obligations under this Agreement such as, but not limited to, damage to loss of property, loss of product, profits or revenues, damage to or loss from operation or non-operation of business, or claims of customers. Neither Party will have any liability under this Agreement to the extent any claim, loss, damage, expense, or liability arises or results from the negligence or willful misconduct (whether by act or omission) of the other Party or the other Party's directors, officers, employees, agents, representatives, or contractors (other than Business Associate). Notwithstanding any other provisions of this Agreement, Curi Insurance's total liability for any and all claims or reimbursable expenses arising out of or related to this Agreement shall not exceed the total premiums or fees received by Curi Insurance from Covered Entity for insurance coverage during the twelve-month period before the liability or claim arose.

K. Interpretation. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Curi Insurance to comply with the HIPAA Rules.

L. Severability. 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.

M. Certain Provisions Not Effective in Certain Circumstances. The provisions of this Agreement relating to the HIPAA Security Rule shall not apply to Curi Insurance if Curi Insurance does not receive, create, maintain, or transmit any Electronic Protected Health Information from or on behalf of Covered Entity.

N. Entire Agreement; Amendments; Conflict. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes and amends all prior business associate agreements. There are no other representations, understandings, or agreements between the Parties relative to this Agreement's subject matter. No amendment to, or change, waiver, or discharge of, any provisions of this Agreement will be valid unless in writing and signed by an authorized

representative of the Party against which such amendment, change, waiver, or discharge is sought to be enforced. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of Protected Health Information and the Parties' obligations with respect thereto, the terms of this Agreement and any amendments thereto shall control.

IN WITNESS WHEREOF, Curi Insurance has executed this Agreement in favor of Covered Entity which is effective as of the Effective Date.

CURI INSURANCE

Signed by:

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By: Ryan J. Crawford

Title: Chief Executive Officer

SCHEDULE 1

Medical Mutual Insurance Company of North Carolina

Domicile: NC

700 Spring Forest Road, Suite 400

Raleigh, NC 27609

Medical Security Insurance Company

Domicile: NC

700 Spring Forest Road, Suite 400

Raleigh, NC 27609

MMIC Insurance, Inc.

Domicile: MN

7650 Edinborough Way, Suite 525

Minneapolis, MN 55435

UMIA Insurance, Inc.

Domicile: UT

7650 Edinborough Way, Suite 525

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MMIC Risk Retention Group, Inc.

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