

N17000004790

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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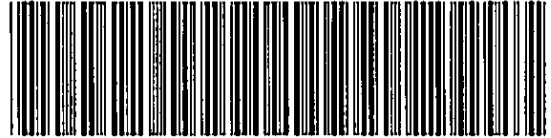
(Business Entity Name)

(Document Number)

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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** St. Mary's Healing Center of Stuart Inc.

**DOCUMENT NUMBER:** N17000004790

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

D. L. Geiger  
(Name of Contact Person)


St. Mary's Healing Center of Stuart Inc.  
(Firm/ Company)

P.O. Box 2160  
(Address)

Stuart, FL 34995  
(City/ State and Zip Code)

dwrightgeiger@yahoo.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

D. L. Geiger  772 341-5014  
(Name of Contact Person) at (Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- \$35 Filing Fee
- \$43.75 Filing Fee & Certificate of Status
- \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is Enclosed)

**Mailing Address**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**  
Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

Articles of Amendment  
to  
Articles of Incorporation  
of

2011 01 10 10:33

St. Mary's Healing Center of Stuart Florida Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N17000004790

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

The Healing Center of Martin County, Inc.

*The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.*

**B. Enter new principal office address, if applicable:**

*(Principal office address MUST BE A STREET ADDRESS)*

**C. Enter new mailing address, if applicable:**

*(Mailing address MAY BE A POST OFFICE BOX)*

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

*Name of New Registered Agent:*

*New Registered Office Address:*

*(Florida street address)*

*(City)*

*Florida*

*(Zip Code)*

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

*Signature of New Registered Agent, if changing*

**If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:**

*(Attach additional sheets, if necessary)*

*Please note the officer/director title by the first letter of the office title:*

*P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.*

*Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.*

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____
3) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
4) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____
5) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____
6) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input type="checkbox"/> Remove	_____	_____	_____

**E. If amending or adding additional Articles, enter change(s) here:**

*(attach additional sheets, if necessary). (Be specific)*

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**The date of each amendment(s) adoption:** \_\_\_\_\_, if other than the date this document was signed.

**Effective date if applicable:** June 29, 2020  
*(no more than 90 days after amendment file date)*

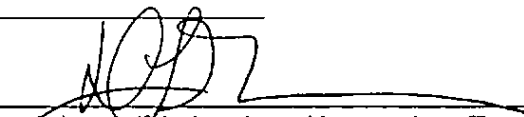
**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**Adoption of Amendment(s)** **(CHECK ONE)**

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

- There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated June 29, 2020 \_\_\_\_\_

Signature  \_\_\_\_\_

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

D. L. Geiger  
\_\_\_\_\_  
(Typed or printed name of person signing)

Treasurer  
\_\_\_\_\_  
(Title of person signing)

Legal Business Name of Business Associate: Nancy Vrechek

Address: 125 W. Indiantown Rd. Ste. 203A, Jupiter, FL 33458

Name of Agreement(s): Business Associate Addendum

Date of Agreement(s): as signed below

IN WITNESS WHEREOF, the parties hereto have executed this Addendum in multiple originals on the last date written below.

**Business Associate: Nancy Vrechek , PhD  
Treasurer**

**Covered Entity: St. Mary's Healing Center of the**

**Coast**

Signature:

Signature:



Printed Name: \_\_\_\_\_

Printed Name: D.L. GEIGER

Title:

Title:

Treasurer

Date:

Date:

Jun 29 '20

### St. Mary's Healing Center Business Associate Addendum

This Addendum ("Addendum") is effective on MONTH DAY, YEAR indicated in section 6. (g), between St. Mary's Healing Center ("Covered Entity"), and the individual named below ("Business Associate") and (collectively, the "Parties").

The Parties acknowledge and agree that the named Business Associate in this Addendum is a "Business Associate" of Covered Entity as that term is defined by the Health Insurance Portability and Accountability Act and its implementing regulations (45 C.F.R. Parts 160-164) ("HIPAA" or "Privacy Rule" or "Security Rule" or "Electronic Transactions Rule"). Capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings set forth in HIPAA, which definitions are hereby incorporated by reference.

#### **1. Obligations and Activities of Business Associate.**

(a) Business Associate agrees to use or disclose Protected Health Information only as permitted or required by this Addendum or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards and security measures to prevent Use or Disclosure of Protected Health Information other than as provided for by this Addendum. Effective April 20, 2005, Business Associate agrees to implement administrative, technical, and physical measures that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

(d) Business Associate agrees to report to Covered Entity any Use or Disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware. Business Associate will make the written report to Covered Entity within a time mutually agreed upon by the parties after Business Associate learns of such unauthorized Use or Disclosure. Business Associate's written report will provide sufficient information to inform the Covered Entity of the nature of the unauthorized Use or Disclosure, the Protected Health Information used or disclosed, and what corrective action Business Associate has or will take to prevent future similar unauthorized Use or Disclosure.

(e) Effective April 20, 2005, Business Associate agrees to report to Covered Entity any successful (i) unauthorized access, Use, Disclosure, modification, or destruction of Electronic Protected Health Information or (ii) interference with Business Associate's system operations in Business Associate's information systems of which Business Associate becomes aware. Business Associate will make such report to Covered Entity's Information Security Office within a reasonable time after Business Associate learns of any successful security incidents. To avoid unnecessary burden on either party, Business Associate will only be required to report, upon the Covered Entity's request, the attempted, but unsuccessful, unauthorized access, Use, Disclosure, modification, or destruction of the Covered Entity's Electronic Protected Health Information or interference with system operations in Business Associate's information systems that involve the Covered Entity's Protected Health Information of which the Business Associate becomes aware: *provided* that the Covered Entity's request shall be made no more often than is reasonable based upon the relevant facts, circumstances and industry practices.

(f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions and security measures that apply through this Addendum to Business Associate with respect to such



State authorities, consistent with 45 CFR § 164.502(j)(1).

**3. Obligations of Covered Entity.**

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

**4. Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, unless otherwise noted in this Addendum.

**5. Term and Termination.**

(a) **Term.** The Term of this Addendum shall be effective upon execution of this Addendum by both parties, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section. This Addendum shall terminate upon termination of the Agreement. The Agreement shall terminate immediately upon termination of this Addendum unless Business Associate no longer meets the criteria of a Business Associate under HIPAA.

(b) **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Addendum and the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(ii) Immediately terminate this Addendum and the Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or

(iii) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) **Effect of Termination.**