BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is entered into as of August 1, 2022 is made by and between COMPANY/BUSINESS having its principal place of business at Address (hereinafter referred to as “Company”) and ORGANIZATION (hereinafter referred to as ORGANIZATION) located at xxxxxx and collectively, may be referred to herein as the “Parties”.

ARTICLE 1

INTRODUCTION

1.1 Company and ORGANIZATION enter into this Agreement to comply with the requirements of Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, including the privacy, security, breach notification and enforcement rules at 45 C.F.R. Part 160 and Part 164, as well as the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 ("HITECH"), as amended, and other applicable federal and state laws (collectively the "HIPAA Rules").

1.2 This Agreement is intended to ensure that ORGANIZATION will establish and implement appropriate safeguards for certain individually identifiable Protected Health Information relating to patients of Company ("PHI" as that term is defined below) that ORGANIZATION may receive, create, maintain, use or disclose in connection with certain functions, activities and services that ORGANIZATION performs for Company. The functions, activities and services that ORGANIZATION performs for Company are defined in one or more agreements between the Parties (the "Underlying Agreements").

ARTICLE 2

DEFINITIONS

2.1 Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the HIPAA Rules, which definitions are incorporated in this Agreement by reference

2.2 For purposes of this Agreement:

2.2.1 “Electronic Protected Health Information” or “ePHI” shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. 160.103, as applied to the information created, received, maintained or transmitted by ORGANIZATION from or on behalf of Company.

2.2.2 "Individual" shall have the same meaning given to such term in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

2.2.3 “Protected Health Information” or “PHI” shall have the meaning given to such term in 45 C.F.R. 160.103, limited to the information created, received, maintained or transmitted by ORGANIZATION from or on behalf of Company.

2.2.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information published in 45 C.F.R. Parts 160 and 164, Subparts A and E.

2.2.5 "Required by Law" shall have the meaning given to such term in 45 C.F.R. 164.103.

2.2.6 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

2.2.7 "Security Rule" shall mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

ARTICLE 3

GENERAL OBLIGATIONS OF ORGANIZATION

3.1 Use and Disclosure ORGANIZATION agrees not to use or disclose PHI, other than as permitted or required by this Agreement or as Required By Law. To the extent ORGANIZATION is carrying out one or more of Company’s obligations under the Privacy Rule pursuant to the terms of the Underlying Agreement or this Agreement, ORGANIZATION shall comply with the requirements of the Privacy Rule that apply to Company in the performance of such obligation(s).

3.2 Appropriate Safeguards ORGANIZATION shall develop, implement, maintain and use appropriate physical, technical and administrative safeguards, and shall comply with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this Agreement or as Required by Law.

3.3 Mitigation ORGANIZATION agrees to mitigate, to the extent practicable, any harmful effect that is known to ORGANIZATION as a result of a use or disclosure of PHI by ORGANIZATION in violation of this Agreement's requirements or that would otherwise cause a Breach of Unsecured PHI.

3.4 Breach Reporting. Without unreasonable delay and, in any event, no more than forty-eight (48) hours after discovery, ORGANIZATION shall report to Company any suspected or actual: (a) use or disclosure of PHI not provided for or permitted by this Agreement; (b) Breach of Unsecured PHI as required under 45 C.F.R. § 164.410; (c) Security Incident; and (d) use or disclosure of PHI in violation of any applicable federal or state laws or regulations, of which it becomes aware.

3.4.1 Such notice to be provided by ORGANIZATION under this Section 3.4 shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by ORGANIZATION to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, ORGANIZATION shall provide any additional information reasonably requested by Company for purposes of investigating the Breach and any other available information that Company is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification. ORGANIZATION's notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of the HIPAA Rules and related guidance issued by the Secretary from time to time.

3.5 ORGANIZATIONs. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ORGANIZATION shall enter into a written agreement with any agent or ORGANIZATION that creates, receives, maintains or transmits PHI on behalf of the ORGANIZATION for services provided to Company, which provides that the agent agrees to the same restrictions, conditions and requirements that apply to the ORGANIZATION with respect to such information ORGANIZATION shall ensure that any agent, including a ORGANIZATION, to whom it provides Electronic PHI agrees in writing to implement reasonable and appropriate safeguards to protect such information, including, but not limited to, any such safeguards required with respect to such agent or ORGANIZATION by the Privacy Rule or the Security Rule.

3.6 Access to PHI ORGANIZATION agrees to provide access, in the time and manner designated by Company, to PHI in a Designated Record Set to the Company. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to ORGANIZATION, or inquires about his or her right to access, ORGANIZATION shall, within five (5) business days of receipt of such request, forward it to Company. Any response to such request shall be the responsibility of Company.

3.7 Minimum Necessary Requirement ORGANIZATION agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. § 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

3.8 Amendment of PHI ORGANIZATION agrees to make PHI contained in a Designated Record Set available to Company for amendment pursuant to 45 C.F.R. § 164.526 within five (5) business days of ORGANIZATION’s receipt of a request from Company. If an Individual makes a request for amendment pursuant to 45 C.F.R. § 164.526 directly to ORGANIZATION, or inquires about his or her right to access, ORGANIZATION shall, within five (5) business days of receipt of such request, forward it to Company. Any response to such request shall be the responsibility of Company.

3.9 Accounting of Disclosures. Within five (5) business days after ORGANIZATION receives a request from Company, ORGANIZATION shall provide to Company information collected in accordance with Section 3.11 of this Agreement, to permit Company to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If any Individual requests an accounting of disclosures of PHI directly from ORGANIZATION, ORGANIZATION shall, within five (5) business days of receipt thereof, forward such request to Company. Any response to such requests shall be the responsibility of Company.

3.10 Access to Policies and Records ORGANIZATION agrees to make its internal practices, books and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Company, or created or received by the ORGANIZATION on behalf of Company, available to Company or the Secretary for the purpose of Company or the Secretary determining compliance with the HIPAA Rules. In the event such a request comes directly from the Secretary, ORGANIZATION agrees to notify Company immediately of such request.

3.11 Documentation of Disclosures ORGANIZATION shall document such disclosures of PHI and information related to such disclosures as would be required for Company to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528ORGANIZATIONshall document, at a minimum, the following information (“Disclosure Information”): (i) the date of the disclosure, (ii) the name and, if known, the address of the recipient of the PHI, (iii) a brief description of the PHI disclosed, (iv) the purpose of the disclosure that includes an explanation of the basis for such disclosure, and (v) any additional information required under the HITECH Act and any implementing regulations.

ARTICLE 4

PERMITTED USES AND DISCLOSURES BY ORGANIZATION

4.1 General Uses and Disclosures ORGANIZATION agrees to receive, create, use or disclose PHI only as permitted by this Agreement, the HIPAA Rules, and only in connection with providing services to Company; provided that the use or disclosure would not violate the Privacy Rule if done by Company, except as set forth in this Article 4.

4.2 ORGANIZATION may use or disclose PHI as Required By Law.

4.3 Except as otherwise provided in this Agreement, ORGANIZATION may:

4.3.1 Use PHI for the proper management and administration of ORGANIZATION, or to carry out its legal responsibilities.

4.3.2 Disclose PHI for the proper management and administration of ORGANIZATION or to carry out legal responsibilities of ORGANIZATION, provided that the disclosures are Required by Law, or ORGANIZATION obtains prior written reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the ORGANIZATION of any instances of which it is aware in which the confidentiality of the information has been breached, in accordance with the breach notification requirements of this Agreement.

4.3.3 Use PHI to provide Data Aggregation Services to Company as permitted under the HIPAA Rules.

ARTICLE 5

OBLIGATIONS OF COMPANY

5.1 Company shall:

5.1.1 Notify ORGANIZATION of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect ORGANIZATION's use or disclosure of PHI.

5.1.2 Notify ORGANIZATION of any restriction to the use or disclosure of PHI that Company has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such changes may affect ORGANIZATION's use or disclosure of PHI. 5.1.3 Notify ORGANIZATION of any changes in or revocation of permission by an individual to use or disclose his or her PHI, to the extent that such change or revocation may affect ORGANIZATION's permitted or required uses and disclosures of PHI.

5.2 Company shall not request ORGANIZATION to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Company, except as provided under Article 4 of this Agreement.

ARTICLE 6

INDEMNIFICATION

ORGANIZATION shall indemnify, defend and hold harmless Company, and Company's affiliates ("Indemnified Parties"), from and against any and all losses, expense, damage or injury (including, without limitation, all costs and reasonable attorneys’ fees) that the Indemnified Parties may sustain as a result of, or arising out of (a) a breach of this Agreement by ORGANIZATION or its agents or ORGANIZATIONs, including but not limited to any unauthorized use, disclosure or breach of PHI, (b) ORGANIZATION’s failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI pursuant to Section 3.4 or (c) any negligence or wrongful acts or omissions by ORGANIZATION or its agents or ORGANIZATIONs, including without limitation, failure to perform ORGANIZATION's obligations under this Agreement or the HIPAA Rules.

ARTICLE 7

TERM AND TERMINATION

7.1 Term. This Agreement shall be in effect as of the Effective Date and shall terminate on the earlier of the date that:

7.1.1 Either party terminates for cause as authorized under Section 7.2.

7.1.2 All PHI received from Company, or created or received by ORGANIZATION on behalf of Company, is destroyed or returned to Company. If it is determined, upon the mutual agreement of the Parties, to be infeasible to return or destroy PHI, protections are extended to such information in accordance with Section 7.3.

7.2 Termination for Cause. Upon Company’s knowledge of material breach by ORGANIZATION, Company shall provide an opportunity for ORGANIZATION to cure the breach or end the violation. If ORGANIZATION does not cure the breach or end the violation within the timeframe specified by Company, or if a material term of this Agreement has been breached and a cure is not possible, Company may terminate this Agreement and the Underlying Agreement(s), if any, upon written notice to ORGANIZATION.

7.3 Obligations of ORGANIZATION Upon Termination. Upon termination of this Agreement for any reason, ORGANIZATION, with respect to PHI received from Company, or created, maintained, or received by ORGANIZATION on behalf of Company, shall:

7.3.1 Retain only that PHI that is necessary for ORGANIZATION to continue its proper management and administration or to carry out its legal responsibilities.

7.3.2 Return to Company or, if agreed to by Company in writing, destroy the remaining PHI that the ORGANIZATION still maintains in any form; 7.3.3 Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section 7, for as long as ORGANIZATION retains the PHI; 7.3.4 Limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as ORGANIZATION maintains such PHI;

7.3.4 Limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as ORGANIZATION maintains such PHI;

ARTICLE 8

MISCELLANEOUS

8.1 Amendment. The Parties agree to take such action as is necessary to amend this Agreement to comply with the requirements of the HIPAA Rules and any other applicable law.

8.2 Survival. The respective rights and obligations of ORGANIZATION under Article 7 of this Agreement shall survive the termination of this Agreement.

8.3 Regulatory References. A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or amended.

8.4 Interpretation. This Agreement shall be interpreted in the following manner:

8.4.1 Any ambiguity shall be resolved in favor of a meaning that permits Company to comply with the HIPAA Rules.

8.4.2 Any inconsistency between the Agreement's provisions and the HIPAA Rules, including all amendments, as interpreted by the Department of Health and Human Services, court or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the Department of Health and Human Services, the court or the regulatory agency.

8.4.3 Any provision of this Agreement that differs from those mandated by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this Agreement.

8.5 Entire Agreement, Severability. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement, except to the extent that the Underlying Agreement(s), if any, impose more stringent requirements related to the use and protection of PHI upon ORGANIZATION. This Agreement supersedes all prior negotiations, discussions, representations or proposals, whether oral or written. This Agreement may not be modified unless done so in writing and signed by a duly authorized representative of both Parties. If any provision of this Agreement, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

8.6 Assignment. This Agreement will be binding on the successors and assigns of Company and ORGANIZATION. However, this Agreement may not be assigned by ORGANIZATION, in whole or in part, without the written consent of Company. Any attempted assignment in violation of this provision shall be null and void.

8.7 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

8.8 Governing Law. Except to the extent preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the state in which the Company’s principal place of business is located.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Authorization

Each person whose signature appears hereon represents and warrants that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the Party on whose behalf this Agreement is executed.

IN WITNESS WHEREOF, the parties hereto have caused their authorized officials to execute this Agreement as of the date(s) set forth below:

Organization COMPANY.

Signature Signature

Name (Printed): Name (Printed):

Title: Title:

Date: Date: