

Business Associate Agreement

(HIPAA)

Last Revised: March 2, 2021

This Business Associate Agreement (the "**BAA**"), is entered into by and between Customer ("**Covered Entity**") and Chiefy, Inc. (the "**Business Associate**"), and is effective upon the Covered Entity's subscription and use of the services provided by Chiefy, which terms and conditions are governed by the Chiefy Subscription Agreement, including any referenced order forms and payment terms therein (the "**Agreement**"). Both parties shall be referred to as the "Parties" and each, a "Party". Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement or under the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("**HIPAA**").

I. Term. This BAA shall remain in effect for the duration of the subscription and use of the Chiefy services by Covered Entity pursuant to the Agreement, and shall apply to the extent Covered Entity discloses individually identifiable health information to Business Associate, and to the extent Business Associate has access to, creates, receives, maintains and/or transmits certain Protected Health Information on behalf of Covered Entity ("PHI"), in conjunction with the coordination of the services being provided under the Agreement.

II. HIPAA Assurances. In the event Business Associate creates, receives, maintains, or otherwise is exposed to protected health information ("PHI") on behalf of Covered Entity, and meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

- (a) Only use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out the legal responsibilities of the Business Associate, provided that (i) the disclosure is required by law; or (ii) the Business Associate obtains reasonable written assurances from the person to whom the information is disclosed that it 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 person, and the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for under this BAA and the Agreement;
- (e) Comply with each applicable requirement of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;
- (f) Report promptly to the Covered Entity, and in no event more than ten (10) days from discovery, any security incident or other use or disclosure of PHI not provided for by this BAA or the Agreement of which Business Associate becomes aware;
- (g) Ensure that any subcontractors or agents who create, receive, maintain, or transmit PHI (whether in electronic or other format) agree to the same restrictions and conditions contained in this BAA;

(h) If Business Associate maintains any portion of a Designated Record Set for Covered Entity, Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(i) Account for PHI disclosures for up to the past six (6) years; and upon written request by the Covered Entity, make such documentation available to Covered Entity as needed to allow the Covered Entity to respond to an Individual's request for an accounting of disclosures of PHI;

(j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services and to a third party professional auditor appointed by Covered Entity who is bound by Business Associate standard confidentiality undertaking, for purposes of determining Business Associate's compliance with HIPAA;

(k) If Business Associate maintains any portion of a Designated Record Set for Covered Entity, Business Associate agrees to make PHI available for amendment(s) agreed to by Covered Entity, and incorporate any such amendments.

III. Termination Upon Breach of Provisions. Notwithstanding any other provision of the Agreement, each Party may immediately terminate the Agreement if it determines that the other Party materially breaches any term in this BAA. Covered Entity shall give written notice to Business Associate in the event of a breach and give Business Associate thirty (30) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under the Agreement.

IV. Return or Destruction of Protected Health Information upon Termination. Upon the termination of the Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of the Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this BAA shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

V. No Third Party Beneficiaries. The parties agree that the terms of this BAA shall apply only to themselves and are not for the benefit of any third party beneficiaries.

VI. De-Identified Data. Notwithstanding the provisions of this BAA, Business Associate and its subcontractors may de-identify PHI as necessary to coordinate with Covered Entity and its patients, for the development and improvements of Business Associate's services, and for the proper management and administration of Business Associate.

VII. Amendment. Business Associate and Covered Entity agree to amend this BAA to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

VIII. Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

IX. Survival. The obligations imposed by this BAA shall survive any expiration or termination of this BAA.