



Business Associate Agreement

(HIPAA)

This Business Associate Agreement ("**BAA**") is effective upon execution of the agreement to which it is annexed (the "**Agreement**") and is entered into by and between the entity identified as the "Partner," "Customer," or "Client" in the Agreement, acting in its capacity as the Covered Entity ("**Covered Entity**") and Keto Check, Inc. d/b/a Keto-Mojo (the "**Business Associate**").

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 Agreement and shall apply solely to all Referral Data (as defined in the Agreement) delivered by the Business Associate to Covered Entity pursuant to the Agreement.

II. HIPAA Assurances.

In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable medical information defined as Protected Health Information ("PHI") in HIPAA, 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) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
- (b) Not use or further disclose the PHI, except as permitted by law;
- (c) Not use or further disclose the PHI in a manner that had the Covered Entity done so, would violate the requirements of HIPAA;
- (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 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 receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;

(h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;

(i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;

(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 for purposes of determining Business Associate's compliance with HIPAA; and

(k) Incorporate any amendments or corrections to PHI when notified by Covered Entity.

III. Termination Upon Breach.

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 PHI.

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, nor are any rights created for, any third party beneficiaries.

VI. De-Identified Data.

Notwithstanding the provisions of this BAA, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

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.