BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("**BAA**") is made by and between Wosler Holdings, Inc., d/b/a/ Slingshot Health ("**Covered Entity**" or "**CE**") and _____ ("**Business Associate**" or "**BA**"), and is effective as of _____ ("**BAA Effective Date**").

RECITALS

A. BA provides certain services for or on behalf of CE ("**Services**"), pursuant to an agreement or arrangement (the "**Underlying Agreement**"), and, in the performance of the Services, BA creates, receives, maintains or transmits Protected Health Information ("**PHI**").

B. CE and BA intend to protect the privacy and provide for the security of the PHI created, received, maintained, or transmitted by BA in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "**HITECH Act**"), and the implementation regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "**HIPAA Regulations**") and other applicable laws.

C. The HIPAA Regulations require CE to enter into an agreement containing specific requirements with BA prior to the disclosure of PHI, as set forth in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. **Definitions**.

   a. General Definitions. Unless otherwise provided in this BAA, all capitalized terms that are used in this BAA will have the same meaning as defined under HIPAA, the HITECH Act, and the HIPAA Regulations.

   b. "**Offshore**" means outside of the United States of America.

   c. "**Privacy Rule**" means the HIPAA Regulations that are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

   d. "**Protected Health Information**" or "PHI" has the same meaning as "protected health information" at 45 C.F.R. § 160.103, limited only to the information provided by CE to BA or created or received by BA on CE's behalf.

   e. "**Security Rule**" means the HIPAA Regulations that are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

2. **Obligations of BA**.

   a. **Permitted Uses**. BA may not use PHI except for the purpose of performing the Services, or as otherwise explicitly permitted by this BAA or as required by law. Further, BA may not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; and (iii) for Data Aggregation purposes for the Health Care Operations of CE.

   b. **Permitted Disclosures**. BA may not disclose PHI except for the purpose of performing the Services, or as otherwise explicitly permitted by this BAA or as Required By Law. BA may not disclose PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses PHI to a third party for BA's proper management and administration or to carry out BA's legal responsibilities, the disclosure must be Required By Law, or prior to making any such disclosure, BA must obtain (i) reasonable written assurances from such third party that such PHI will be held confidentially and only used or further disclosed as Required By Law or for the purposes for which it was disclosed to such third party; and (ii) a written agreement from such third party to immediately notify BA of any breach of its confidentiality obligations of which it becomes aware.

   c. **Appropriate Safeguards**. BA must comply with all applicable requirements of the Security Rule to the same extent the Security Rule applies to CE. BA will implement appropriate administrative, physical and technical safeguards as are necessary to prevent the improper use or disclosure of PHI other than as permitted by this BAA. Without limiting the foregoing, BA may not (i) transmit PHI over a network that is not protected by Encryption technology, such as the Internet (i.e., a virtual private network must be used), or (ii) maintain PHI on a laptop or other portable electronic media, unless such PHI has been secured by the use of Encryption technology. BA will not (a) store any decryption key on the same device as encrypted PHI, or (b) transmit any decryption key over an open network. Any Encryption technologies utilized in complying with this Section must at a minimum meet the Federal Information Processing Standard ("FIPS") 140-2 encryption standard and any of its successor security standards. BA represents and warrants that all of its workforce members who may have access to PHI have been appropriately trained on their obligations under the HIPAA Regulations.

   d. **Mitigation**. BA agrees to mitigate, to the maximum extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI in violation of this BAA.

   e. **Reporting of Improper Access, Use or Disclosure**. BA will notify CE in writing of any access to, use or disclosure of PHI not permitted by this BAA, including any Breach of Unsecured PHI and Security Incident, without unreasonable delay and no later than five business days after discovery. Such notifications must include the following:

      - A description of the impermissible access, use or disclosure of PHI;
      - Identification of each Individual whose Unsecured PHI has been or is reasonably believed by BA to have been impermissibly accessed, used or disclosed;
      - The date the incident occurred and the date the incident was discovered;

- A description of the type(s) and amount of PHI involved in the incident;
- A description of the investigation process to determine the cause and extent of the incident;
- A description of the actions BA is taking to mitigate and protect against further impermissible uses or disclosures and losses;
- A description of any steps individuals should take to protect themselves from potential harm resulting from the impermissible use or disclosure of PHI; and
- Any other information related to the incident that is reasonably requested by CE.

Notwithstanding the foregoing, BA and CE acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and CE acknowledges and agrees that no additional notification to CE of such unsuccessful Security Incidents is necessary. However, to the extent that BA becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, BA shall notify CE of these attempts and provide the name, if available, of said party.

BA will reimburse CE for (i) all reasonably incurred costs related to notifying Individuals of an impermissible access, use or disclosure of PHI by BA or its Subcontractors, and (ii) all reasonably incurred expenses related to mitigating harm to the affected Individuals, such as credit monitoring services.

f. **BA's Agents and Subcontractors**. BA will ensure that any Subcontractors that create, receive, maintain or transmit PHI on behalf of BA agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. BA will implement and maintain sanctions against Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. BA will be legally responsible to CE for the actions and conduct of its Subcontractors involving PHI.

g. **Access to PHI**. BA will make PHI it maintains in Designated Record Sets available to CE for inspection and copying within five days of a request by CE in a manner that enables CE to fulfill its obligations under 45 C.F.R. § 164.524. If any Individual asks to inspect or access his or her PHI directly from BA, BA will notify CE in writing of the request within five days of the request. Any approval or denial of an Individual's request to access or inspect his or her PHI is the responsibility of CE.

h. **Amendment of PHI**. Within ten days of the receipt of a request from CE for an amendment to PHI that is maintained in a Designated Record Set by BA, BA will make the PHI available to CE for amendment in such a manner so as to enable CE to fulfill its obligations under 45 C.F.R. § 164.526. If any Individual requests an amendment of PHI directly from BA, BA must notify CE in writing of the request within five days of the request. Any approval or denial of an amendment of PHI maintained by BA is the responsibility of CE.

i. **Accounting Rights**. BA will maintain a record of all disclosures of PHI that BA makes, if CE would be required to provide an accounting to an Individual of such Disclosures under 45 C.F.R. § 164.528. Within ten days of notice by CE of a request for an accounting of disclosures of PHI, BA will make available to CE all information related to disclosures by BA and its Subcontractors necessary for CE to fulfill its obligations under 45 C.F.R. § 164.528. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA for at least six years. At a minimum the information collected and maintained will include: (i) the date of disclosure; (ii) the name of the person who received the PHI and, if known, the address of the person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA, BA will, within five days of a request, forward it to CE in writing. It is CE's responsibility to prepare and deliver any such accounting requested, and BA will not provide an accounting directly to an Individual.

j. **Delegations of Obligations**. To the extent that BA carries out CE's obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to CE in the performance of such obligations.

k. **Access to Records**. BA will make its books and records relating to the use and disclosure of CE's PHI available, upon request, to CE and the Secretary for purposes of determining CE's and BA's compliance with the Privacy Rule and this BAA.

l. **Minimum Necessary**. BA will request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. BA understands and agrees that the definition of "minimum necessary" is in flux, and BA will keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

m. **Data Ownership**. Unless otherwise explicitly addressed in the Underlying Agreement, BA acknowledges that BA has no ownership rights in the PHI.

3. **Term and Termination**.

a. **Term**. The Term of this BAA is concurrent with that of the Underlying Agreement.

b. **Material Breach**. A breach by BA of any provision of this BAA, as determined by CE, will constitute a material breach of the Underlying Agreement and provide grounds for immediate termination of both this BAA and the Underlying Agreement, despite any contrary term in the Underlying Agreement. CE may choose to provide BA with an opportunity to cure any breach of this BAA, and CE may terminate this BAA if BA fails to cure the breach within the time period specified in the notice of the breach.

c. **Judicial or Administrative Proceedings**. CE may terminate this BAA and the Underlying Agreement, despite any contrary term in the Underlying Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws, or (ii) a finding or stipulation that BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other

security or privacy laws is made in any administrative or civil proceeding in which CE has been joined.

d. **Effect of Termination**. Upon termination of this BAA for any reason, BA will, at the option of CE, return or destroy all PHI that BA still maintains in any form, and will not retain any copies of such PHI. If return or destruction is not feasible as determined by CE, BA will provide CE with written notice setting forth the circumstances that BA believes make the return or destruction of the PHI infeasible and continue to extend the protections of this BAA to such information and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If CE elects destruction of the PHI, BA, will certify in writing to CE that such PHI has been destroyed. BA will be responsible for returning or destroying any PHI in the possession of its Subcontractors consistent with the requirements of this Section related to return and destruction of PHI.

4. **Disclaimer**. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Amendment to Comply with Law**. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI.

   Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Despite any contrary term in the Underlying Agreement, CE may terminate the Underlying Agreement and this BAA upon 30 days written notice in the event (i) BA does not promptly enter into negotiations to amend this BAA when requested by CE pursuant to this Section, or (ii) BA does not enter into an amendment to this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. **Assistance in Litigation or Administrative Proceedings**. BA shall make itself, and any Subcontractors, employees or agents assisting BA in the performance of its obligations under this BAA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy by BA, except where BA or its Subcontractor, employee or agent is a named adverse party.

7. **Indemnification**. BA will indemnify, defend and hold CE and its employees, agents, officers, directors, members, subsidiaries, and affiliates harmless from and against any claim, cost, lawsuit, injury, loss, damage or liability arising from (i) any breach by BA of its obligations under this BAA, or (ii) any impermissible use or disclosure of PHI by BA or its Subcontractors, however caused. CE will

indemnify, defend and hold BA and its employees, agents, officers, directors, shareholders, members, subsidiaries, and affiliates harmless from and against any claim, cost, lawsuit, injury, loss, damage or liability arising from a breach of this BAA by CE. The indemnification rights and obligations set forth in this Section are not subject to any limitation of liability provision contained in the Underlying Agreement.

8. **No Third-Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. **Interpretation**. The provisions of this BAA prevail over any provisions in the Underlying Agreement that may conflict or appear inconsistent with any provision in this BAA, provided that any terms in the Underlying Agreement that may provide greater protections to the privacy and security of PHI than are set forth in this BAA govern. This BAA and the Underlying Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA will be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

10. **Survival**. The rights and obligation under Sections 2.i., 3.d., 6 and 7 expressly survive termination of this BAA.

11. **Insurance**. BA must carry cyber liability coverage with minimum limits of $3,000,000, including coverage for data reconstruction, financial damages resulting from the unauthorized disclosure of or general corruption or loss of personal data (including but not limited to PHI), identity theft monitoring services for Individuals whose PHI was compromised, costs of incident response, investigation and follow-up, coverage for actions of rogue employees and the costs of defending or responding to (including damages and fines) any investigations or informational requests from any regulatory agency or other governmental or quasi-governmental agency responsible for the control and use of PHI.

12. **Offshoring Prohibition**. BA may not transmit or make PHI accessible to any Offshore recipient without CE's prior written consent. BA's requests for permission to send PHI Offshore must be submitted in writing to CE's privacy officer. The request must include details sufficient to identify the Offshore entity, the specific PHI to be transmitted or accessed by the Offshore entity, and the purpose for which the PHI will be used or accessed by the Offshore entity. CE reserves the right to request and, upon that request BA must provide, additional documentation and evidence of Offshore entity's compliance with the terms of this BAA. BA shall ensure that representatives of CE and of Medicare plans in which CE participates have the right to audit any Offshore entity receiving PHI; provided, however, that such audits will be limited to the use and disclosure of PHI by the Offshore entity and the administrative, physical, technical and organizational privacy and security safeguards, and policies, procedures and documentation addressing the privacy and security of PHI.

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA as of the BAA Effective Date.

	Covered Entity	**Business Associate**
By (Signature)		
Print Name		
Title		
Date		