

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is effective upon signing this Agreement and supplements the Terms of Service (the "Terms of Service"), between BrainHi ("BrainHi") and its client ("Client"), and is intended to and shall be interpreted to ensure the parties' compliance with the Health Insurance Portability and Accountability Act and its implementing regulations, 45 C.F.R. Part 164 (collectively "HIPAA Rules"). The terms in the Terms of Service shall also apply to the parties' performance under this Agreement to the extent not inconsistent with the terms of this Agreement.

Definitions. Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms are used in the HIPAA Rules.

Obligations and Activities of BrainHi. BrainHi agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

BrainHi agrees to 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 by this Agreement and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information.

BrainHi agrees to report to Client any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 C.F.R. §164.410. BrainHi also agrees to report to Client any security incident, including all data breaches, related to Protected Health Information of which BrainHi becomes aware; provided that the reporting requirement shall not apply to routine, unsuccessful security incidents such as port scans, pings, etc. that do not pose a material threat to the Protected Health Information.

BrainHi agrees to 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;

BrainHi agrees to ensure that any third party, to whom it provides Protected Health Information received from, or created or received by BrainHi on behalf of, Client agrees to the same restrictions and conditions that apply through this Agreement with BrainHi with respect to such information.

BrainHi agrees to provide access, at the request of Client and during normal business hours, to Protected Health Information in a Designated Record Set to Client or, as directed by Client, to an Individual in order to meet the requirements under 45 C.F.R. §164.524, provided that Client delivers to BrainHi a written notice at least five (5) business days in advance of requesting such access.

BrainHi agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Client directs or agrees to pursuant to 45 C.F.R. §164.526, at the request of Client or an Individual.

Unless otherwise protected or prohibited from discovery or disclosure by law, BrainHi agrees to make internal practices, books and records, relating to the use or disclosure of Protected Health Information received from, or created or received by BrainHi on behalf of, Client available to the Secretary for purposes of the Secretary determining Client's compliance with the HIPAA Rules.

Permitted Uses and Disclosures by BrainHi

Except as otherwise limited by this Agreement, BrainHi may make any uses and disclosures of Protected Health Information necessary to perform the Services for and on behalf of Client in accordance with the terms of the Underlying Agreement and to otherwise meet its obligations under this Agreement, if such uses or disclosures would not violate the Privacy Rule if done by Client.

Except as otherwise limited in this Agreement, BrainHi may use Protected Health Information for the proper management and administration of BrainHi, including internal analytics for BrainHi's own product development, or to carry out the legal responsibilities of BrainHi.

Permitted Use to perform Services for Client includes the action of BrainHi installing an agent to sync your calendar data with BrainHi. There are 2 types of sync, running simultaneously.

- Normal Sync - This sync runs periodically within the office's computer. Each iteration of this sync occurs in less than a minute. These iterations are in charge of performing these actions on behalf of BrainHi: inserting new patients, confirming and canceling appointments.
- Full Sync - This sync runs once a day within the office's computer. The full sync takes longer than the normal sync. The duration will depend on how many appointments you have in your EHR. The more appointments, the longer it takes. BrainHi does these types of sync during off hours*. These iterations are in charge of performing these actions on behalf of BrainHi: getting appointments, patients, providers, services(appointment types), colors, and chairs.
- In order for the Client to properly administer BrainHi, BrainHi gets the following patient data from the Electronic Health Record: Patient Full Name, Patient Date of Birth, Patient Appointment Data (may include reason, service type, time, date), and Patient Insurance Information (may include Carrier Name, Group #, Patient Plan ID #).

Except as otherwise limited in this Agreement, BrainHi may disclose Protected Health Information for the proper management and administration of BrainHi or to carry out the legal responsibilities of BrainHi, provided the disclosures are Required By Law or BrainHi obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies BrainHi of any instances of which it is aware in which the confidentiality of the information has been breached.

Except as otherwise limited in this Agreement, BrainHi may use Protected Health Information: (i) to provide Data Aggregation services relating to the health care operations of Client as permitted by 45 C.F.R. §164.504(e)(2)(i)(B), and (ii) to de-identify such Protected Health Information in accordance with 45 C.F.R. 164.514(a) – ©.

Obligations of Client

If and to the extent that Client has imposed or agreed to any limitation on the use or disclosure of Protected Health Information that is more restrictive than HIPAA, Client shall notify BrainHi of any such limitation(s) that Client has imposed.

Client shall immediately notify BrainHi of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect BrainHi's use or disclosure of Protected Health Information.

Client shall not request BrainHi to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by the Client.

Term and Termination

The Term of this Agreement shall be effective upon execution of the Terms and Services and shall remain in effect until (i) this Agreement is terminated, and (ii) all Protected Health Information is either returned or destroyed in accordance with this Section 5.

This Agreement shall terminate: (i) upon termination of the Terms and Services (ii) upon 30 days' prior written notice to the breaching party if either party breaches a material term of this Agreement and the breaching party fails to cure the breach by the end of the 30-day notice period; or (iii) the HIPAA Rules are amended or Client agrees to restrictions on the use or disclosure of Protected Health Information such that BrainHi determines that performance of this Agreement may cause BrainHi to incur unanticipated costs to comply or face adverse regulatory action.

Effect of Termination. Upon termination of this Agreement for any reason, BrainHi, with respect to Protected Health Information received from Client or created, maintained, or received by BrainHi on behalf of Client, shall:

Retain only that Protected Health Information which is necessary for BrainHi to continue its proper management and administration or to carry out its legal responsibilities;

Return to Client or destroy the remaining Protected Health Information that BrainHi still maintains in any form; and

If and to the extent that such return or destruction is impractical, continue to use appropriate safeguards and comply with the HIPAA Rules as to any Protected Health Information that BrainHi retains.

Action Items

BrainHi agrees to maintain and, upon request of Client, provide to Client documentation necessary to permit Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528.

Acknowledge by:

Customer

Israel Figueroa Fontanez

BrainHi Representative