

CareNotelQ

Business Associate Agreement

Preamble

This Business Associate Agreement ("Agreement") is entered into between the Covered Entity identified in the signature block below ("Covered Entity") and CareNotelQ, operated by Polsia, Inc. ("Business Associate" or "CareNotelQ"), effective as of the date countersigned by CareNotelQ.

This Agreement is required under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and the HIPAA Omnibus Rule of 2013 (collectively, the "HIPAA Rules"). The parties agree as follows:

1. Definitions

"Protected Health Information" or "PHI" has the meaning given in 45 CFR §160.103 and includes electronic PHI ("ePHI").

"Services" means the clinical documentation, compliance, and workflow services provided by CareNotelQ to Covered Entity under any applicable service or subscription agreement.

"Breach," "Unsecured PHI," "Security Incident," "Subcontractor," "Workforce," and all other capitalized terms not defined herein have the meanings set forth in the HIPAA Rules.

2. Permitted Uses and Disclosures by Business Associate

(a) Business Associate may use or disclose PHI only: (i) as necessary to perform the Services; (ii) as required by law; or (iii) for the proper management and administration of Business Associate or to carry out its legal responsibilities, provided such disclosures are required by law or Business Associate obtains reasonable assurances from the recipient.

(b) Business Associate shall not use or disclose PHI in any manner that would violate the HIPAA Rules if done by Covered Entity, except as permitted by this Agreement.

(c) Business Associate shall not sell PHI or use or disclose PHI for marketing without written authorization from Covered Entity.

3. Obligations of Business Associate

(a) Safeguards. Business Associate shall implement and maintain appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of ePHI in accordance with 45 CFR Part 164 Subpart C (Security Rule).

(b) Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from a use or disclosure of PHI in violation of this Agreement.

(c) Reporting — Security Incidents. Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware without unreasonable delay.

(d) Reporting — Breaches. Business Associate shall notify Covered Entity of any Breach of Unsecured PHI as required by 45 CFR §164.410 without unreasonable delay and in no case later than 60 days after discovery. Notice shall include: (i) a description of the Breach; (ii) the types of PHI involved; (iii) the number of affected

individuals; (iv) a description of steps being taken to investigate and mitigate; and (v) contact information for further inquiries.

(e) Subcontractors. Business Associate shall enter into written agreements with any Subcontractor that creates, receives, maintains, or transmits PHI, imposing obligations no less stringent than those in this Agreement. Current infrastructure subcontractors include Neon Postgres (database), Render (hosting), and Cloudflare R2 (file storage).

4. Individual Rights

(a) Access. Business Associate shall provide access to PHI in a designated record set to Covered Entity or, as directed, to the individual, within 15 days of a written request.

(b) Amendment. Business Associate shall make available PHI for amendment and incorporate any amendment directed by Covered Entity.

(c) Accounting. Business Associate shall document and make available disclosures of PHI to permit Covered Entity to respond to requests for an accounting of disclosures under 45 CFR §164.528.

(d) Access to Books and Records. Business Associate shall make its internal practices, books, and records relating to the use or disclosure of PHI available to the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.

5. Term and Termination

(a) Term. This Agreement is effective as of the date countersigned below and continues until the termination of all Services agreements between the parties, unless terminated earlier.

(b) Termination for Breach. If either party determines that the other has breached a material term of this Agreement and such breach is not cured within 30 days of written notice, the non-breaching party may terminate this Agreement immediately.

(c) Effect of Termination. Upon termination, Business Associate shall, at Covered Entity's election: (i) return all PHI to Covered Entity; or (ii) destroy all PHI in its possession (including copies in the possession of Subcontractors), and certify in writing that it has done so. Where return or destruction is not feasible, protections shall continue until destruction is possible.

6. Miscellaneous

(a) Governing Law. This Agreement shall be governed by federal law and, to the extent not preempted, the laws of the State of Delaware.

(b) Entire Agreement. This Agreement, together with any applicable service agreement, constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior agreements.

(c) Amendment. This Agreement may only be amended by a written instrument signed by both parties. Changes to the HIPAA Rules may require automatic amendment; Business Associate will notify Covered Entity of any such change.

(d) No Third-Party Beneficiaries. Nothing in this Agreement confers any rights on any third party, including patients.

(e) Counterparts. This Agreement may be executed in counterparts, each of which shall be an original.

Signature Page

Covered Entity

Authorized Signature

Printed Name & Title

Organization Name

Date

CareNotelQ (Business Associate)

Authorized Signature

Printed Name & Title

Date