

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made and entered into this 16th day of December, 2020 by and between Hospital Quality Institute (“Covered Entity Party”) and [SpeedTrack, Inc.] (“Business Associate Party”). Covered Entity Party and Business Associate Party are sometimes individually referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Business Associate Party has been engaged to provide certain services to Covered Entity Party pursuant to a separate agreement (the “Services Agreement”), and, in connection with those services, Covered Entity Party may need to disclose to Business Associate Party, or Business Associate Party may need to create on Covered Entity Party’s behalf, certain Protected Health Information (as defined below) (“PHI”) that is subject to protection under 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 (“HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services to implement certain privacy and security provisions of HIPAA (the “HIPAA Regulations”), codified at 45 C.F.R. Parts 160 and 164; and

WHEREAS, pursuant to the HIPAA Regulations, all Business Associates (as defined below), including Business Associate Party, of Covered Entity Party, as a condition of doing business with Covered Entity Party, must agree in writing to certain mandatory provisions regarding the privacy and security of PHI.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, and the mutual promises and covenants contained herein, Business Associate Party and Covered Entity Party agree as follows:

AGREEMENT

1. **Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings set forth in HIPAA, the HIPAA Regulations and the HITECH Act.

(a) “Breach” shall have the meaning given to such term in 45 C.F.R. § 164.402, and shall include the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.

(b) “Business Associate” shall have the meaning given to such phrase under the HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. § 160.103.

(c) “Data Aggregation” shall have the meaning given to such phrase under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501.

(d) “Designated Record Set” means a group of records maintained by or for Covered Entity that may include (i) medical records and billing records about Individuals maintained by or for a covered health care provider, (ii) the enrollment, payment, claims adjudication, and case

or medical management record systems maintained by or for a health plan, or (iii) records used, in whole or in part, by or for Covered Entity Party to make decisions about Individuals.

(e) “Electronic Health Record” shall have the meaning given to such phrase in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921(5).

(f) “Electronic Protected Health Information” (“ePHI”) means individually identifiable health information that is transmitted by, or maintained in, electronic media.

(g) “Health Care Operations” shall have the meaning given to such phrase under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501.

(h) “Individual” has the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(i) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information codified at 45 C.F.R. Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.

(j) “Protected Health Information” (“PHI”) means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify that Individual; and (iii) shall include the definition as set forth in the Privacy Rule including, but not limited to, 45 C.F.R. § 160.103. PHI excludes individually identifiable health information regarding a person who has been deceased for more than fifty (50) years. For purposes of this Agreement, PHI shall include ePHI.

(k) “Required By Law” shall have the same meaning as the phrase “required by law” in 45 C.F.R. § 164.103.

(l) “Secretary” means the Secretary of the U.S. Department of Health and Human Services or his/her designee.

(m) “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(n) “Security Rule” shall mean the HIPAA Regulations that are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and C, as amended by the HITECH Act and as may otherwise be amended from time to time.

(o) “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in 45 C.F.R. § 164.402.

2. **Scope of Agreement.** This Agreement applies to the PHI of Covered Entity Party to which Business Associate Party may be exposed as a result of the services that Business Associate Party will provide to Covered Entity Party pursuant to the Services Agreement. Business Associate Party shall abide by HIPAA, the HIPAA Regulations and the HITECH Act with respect to PHI of Covered Entity Party, as outlined below.

3. **Obligations and Activities of Business Associate Party.**

(a) *Permitted Uses.* Except as otherwise limited in this Agreement, Business Associate Party may use PHI (i) for the proper management and administration of Business Associate Party, (ii) to carry out the legal responsibilities of Business Associate Party, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity Party. Business Associate Party shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity Party. Business Associate Party agrees to limit its use of PHI to the minimum amount necessary to accomplish the intended purpose of the use.

(b) *Permitted Disclosures.* Business Associate Party may disclose PHI (i) for the proper management and administration of Business Associate Party, (ii) to carry out the legal responsibilities of Business Associate Party, (iii) as Required By Law, or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity Party. Business Associate Party shall not disclose PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity Party. In addition, if Business Associate Party discloses PHI to a third party, Business Associate Party must obtain, prior to making any such disclosure, (i) satisfactory written assurances from such third party that the PHI will be held as confidential as provided pursuant to this Agreement and only 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 Business Associate Party of any breaches of confidentiality of the PHI, to the extent such third party has obtained knowledge of such breach. Business Associate Party agrees to limit its disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the disclosure.

(c) *Prohibited Uses and Disclosures.* Business Associate Party shall not use or disclose PHI for fundraising or marketing purposes. In accordance with 45 C.F.R. § 164.522(a)(1)(B)(6), Business Associate Party shall not disclose PHI to a health plan for payment or Health Care Operations purposes if a patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. Business Associate Party shall not sell PHI as provided in 45 C.F.R. § 164.502.

(d) *Other Business Associates.* As part of its providing functions, activities, and/or services to Covered Entity, Business Associate Party may disclose information, including PHI, to other business associates of Covered Entity Party, and Business Associate Party may use and disclose information, including PHI, received from other business associates of Covered Entity Party as if this information was received from, or originated with, Covered Entity Party.

(e) *Safeguards.* Business Associate Party agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement and to implement

administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity Party. In accordance with 42 U.S.C. § 17931 of the HITECH Act, Business Associate shall be directly responsible for full compliance with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314 and 164.316.

(f) *Reporting of Unauthorized Uses or Disclosures and Security Incidents.* Business Associate Party agrees to report to Covered Entity Party in writing any access, use or disclosure of PHI not provided for or permitted by this Agreement and, any Security Incidents of which Business Associate Party (or Business Associate Party's employee, officer or agent) becomes aware. Business Associate Party shall so notify Covered Entity Party pursuant to this Section 3(f) within twenty-four (24) hours after Business Associate Party becomes aware of such unauthorized use, disclosure or Security Incident. The notice to be provided pursuant to this Section 3(f) shall be substantially in the same form as Exhibit A, which is attached hereto.

(g) *Reporting of Breach of Unsecured PHI.* Business Associate Party agrees to report to Covered Entity Party any Breach of Unsecured PHI of which Business Associate Party (or Business Associate Party's employee, officer or agent) becomes aware without unreasonable delay and in no case later than twenty-four (24) hours after Business Associate Party knows of such Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Business Associate Party's notification to Covered Entity Party hereunder shall be substantially in the same form as Exhibit A.

(h) *Agents and Subcontractors.* Business Associate Party agrees to ensure that any agent, including a subcontractor, to whom Business Associate Party provides PHI, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate Party with respect to such PHI, and implement the safeguards required by Section 3(e) above with respect to ePHI. If Business Associate Party knows of a pattern of activity or practice of an agent that constitutes a violation of the agent's obligations to Business Associate Party, Business Associate Party shall take reasonable steps to end the violation, and if such steps are unsuccessful, Business Associate Party must terminate the arrangement if feasible.

(i) *Mitigation of Unauthorized Uses or Disclosures.* Business Associate Party agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate Party of a use or disclosure of PHI by Business Associate Party or one of its agents or subcontractors in violation of the requirements of this Agreement.

(j) *Authorized Access to PHI.*

(1) *Individual Requests for Access.* Business Associate Party shall cooperate with Covered Entity Party to fulfill all requests by Individuals for access to the Individual's PHI. Business Associate Party shall cooperate with Covered Entity Party in all respects necessary for Covered Entity Party to comply with 45 C.F.R. §164.524 and California law. Because California law requires that copies of requested records be forwarded to patients within fifteen (15) days of their request, Business Associate Party agrees to forward any copies requested by Covered Entity

Party within three (3) business days of such request. (Cal. Health & Safety Code §123110(b)). If Business Associate Party receives a request from an Individual for access to PHI, Business Associate Party shall immediately forward such request to Covered Entity Party.

(2) *Scope of Disclosure.* Covered Entity Party shall be solely responsible for determining the scope of PHI and/or Designated Record Set with respect to each request by an Individual for access to PHI. In the event that Covered Entity Party decides to charge a reasonable cost-based fee for the reproduction and delivery of PHI to an Individual, Covered Entity Party shall deliver a portion of this fee to Business Associate Party in the event any such reproduction or delivery is made by Business Associate Party, and in proportion to the amount of work done by Business Associate Party in producing and delivering the PHI.

(3) *Designated Record Set.* To the extent that Business Associate Party maintains PHI in a Designated Record Set and at the request of Covered Entity Party, Business Associate Party agrees to provide access to PHI in a Designated Record Set to Covered Entity Party or, as directed by Covered Entity Party, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524 and California law. If Business Associate Party maintains PHI in a Designated Record Set, and maintains an Electronic Health Record, then Business Associate Party shall provide such Designated Record Set in electronic format.

(4) *Patient Right to Amend to PHI.* A patient has the right to have Covered Entity Party amend his/her PHI, or a record in a Designated Record Set for as long as the PHI is maintained in the Designated Record Set, in accordance with 42 C.F.R. §164.526. To the extent that Business Associate Party maintains PHI in a Designated Record Set, Business Associate Party agrees to make any amendment(s) to PHI in a Designated Record Set at the request of Covered Entity Party in accordance with 45 C.F.R. § 164.526. Within fifteen (15) business days following Business Associate Party's amendment of PHI as directed by Covered Entity Party, Business Associate Party shall provide written notice to Covered Entity Party confirming that Business Associate Party has made the amendments or addenda to PHI as directed by Covered Entity Party and containing any other information as may be necessary for Covered Entity Party to provide adequate notice to the Individual in accordance with 45 C.F.R. §164.526.

(k) *Accounting for Disclosures.*

(1) *Disclosures.* In the event that Business Associate Party makes any disclosures of PHI that are subject to the accounting requirements of the Privacy Rule 45 C.F.R. §164.528 and/or the HITECH Act including, but not limited to, 42 U.S.C. § 17935(c)), Business Associate Party shall report such disclosures to Covered Entity Party within three (3) days of such disclosure. The notice by Business Associate Party to Covered Entity Party of the disclosure shall include the name of the Individual, the recipient, the reason for disclosure, and the date of the disclosure. Business Associate Party shall maintain a record of each such disclosure that shall include: (i) the date of the disclosure, (ii) the name and, if available, the address of the recipient of the PHI, (iii) a brief description of the PHI disclosed and (iv) a brief description of the purpose of the disclosure. Business Associate Party shall maintain this record for a period of six (6) years and make it available to Covered Entity Party upon request in an electronic format so that Covered Entity Party may meet its disclosure accounting obligations under 45 C.F.R. §164.528. If Covered Entity Party provides a list of its Business Associates to an

Individual in response to a request by an Individual for an accounting of disclosures, and the Individual thereafter specifically requests an accounting of disclosures from Business Associate Party, then Business Associate Party shall provide an accounting of disclosures to such Individual.

(2) *Electronic Health Record.* Business Associate Party acknowledges that, to the extent Business Associate Party maintains an Electronic Health Record for Covered Entity Party, Business Associate Party is only required to provide an Individual with an accounting of disclosures related to treatment, payment or Health Care Operations for a period of three (3) years prior to such Individual's request. Therefore, upon request by an Individual to Covered Entity Party for an accounting of disclosures related to treatment, payment or Health Care Operations, Business Associate Party shall provide to Covered Entity Party, within three (3) days of Business Associate Party's receipt of a written request from Covered Entity Party, an accounting of such disclosures for the three (3) year period prior to such request. Notwithstanding this Section 3(k)(2), a record of disclosures pertaining to information disclosed by Business Associate Party for treatment, payment or Health Care Operations shall be maintained in accordance with Section 3(k)(1) above.

(1) *Secretary's Right to Audit.* Business Associate Party agrees to keep records, submit compliance reports, and make its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity Party, or created or received by Business Associate Party on behalf of Covered Entity Party, available to the Secretary for purposes of the Secretary determining Covered Entity Party's and/or Business Associate Party's compliance with HIPAA, the HIPAA Regulations and the HITECH Act. Business Associate Party agrees to cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Covered Entity Party. Business Associate Party shall permit the Secretary access to its facilities, books, records, accounts, and other sources of information, including PHI, during normal business hours. No attorney-client, or other legal privilege will be deemed to have been waived by Business Associate Party by virtue of this provision of the Agreement. Business Associate Party shall provide to Covered Entity Party a copy of any PHI that Business Associate Party provides to the Secretary concurrently with providing such PHI to the Secretary.

(m) *Data Ownership.* All PHI shall be deemed owned by Covered Entity Party unless otherwise agreed in writing.

4. **Obligations of Covered Entity.**

(a) *Notice of Privacy Practices.* Upon written request by Business Associate Party, Covered Entity Party shall provide Business Associate Party with Covered Entity Party's then current Notice of Privacy Practices.

(b) *Revocation of Permitted Use or Disclosure of PHI.* Covered Entity Party shall notify Business Associate Party of any changes in, or revocation of, permission by a patient to use or disclose PHI of Covered Entity Party, to the extent that such changes may affect Business Associate Party's use or disclosure of PHI.

(c) *Restrictions on Use or Disclosure of PHI.* Covered Entity Party shall notify Business Associate Party of any restriction to the use or disclosure of PHI that Covered Entity Party has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate Party's use or disclosure of PHI.

(d) *Requested Uses or Disclosures of PHI.* Except for Data Aggregation or management and administrative activities of Business Associate Party, Covered Entity Party shall not request Business Associate Party to use or disclose PHI in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity Party.

5. **Term and Termination.**

(a) *Term.* The term of this Agreement shall be coterminous with the Services Agreement. However, Business Associate Party shall have a continuing obligation to safeguard the confidentiality of PHI received from Covered Entity Party after the termination of the Services Agreement.

(b) *Termination Without Cause.* Either Party may terminate this Agreement without cause or penalty by the delivery of a written notice from the terminating Party to the other Party. Such termination is effective thirty (30) calendar days from the date that the other Party receives such notice.

(c) *Termination for Cause.* A breach of any provision of this Agreement by Business Associate Party shall constitute a material breach of this Agreement and shall provide grounds for immediate termination of this Agreement, any provision in this Agreement to the contrary notwithstanding.

(d) *Judicial or Administrative Proceedings.* Either Party may terminate the Agreement, effective immediately, if (i) the other Party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations, the HITECH Act, or other security or privacy laws or (ii) a finding or stipulation that the other Party has violated any standard or requirement of HIPAA, the HIPAA Regulations, the HITECH Act or other security or privacy laws is made in any administrative or civil proceeding in which the Party has been joined.

(e) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate Party shall return or destroy all PHI received from Covered Entity Party, or created or received by Business Associate Party on behalf of Covered Entity Party. Business Associate Party shall certify in writing to Covered Entity Party that such PHI has been destroyed.

(2) In the event that Business Associate Party determines that returning or destroying the PHI is not feasible, Business Associate Party shall provide to Covered Entity Party notification of the conditions that make return or destruction unfeasible. Business Associate Party shall extend the protections of this Agreement to such PHI and limit further uses

and disclosures to those purposes that make the return or destruction of the PHI unfeasible, for so long as Business Associate Party maintains such PHI.

6. **Breach Pattern or Practice.** If either Party (the "Non-Breaching Party") knows of a pattern of activity or practice of the other Party (the "Breaching Party") that constitutes a material breach or violation of the Breaching Party's obligations under this Agreement, the Non-Breaching Party shall either (i) terminate this Agreement in accordance with Section 5(c) above, or (ii) take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Non-Breaching Party must terminate the Agreement if feasible. The Non-Breaching Party shall provide written notice to the Breaching Party of any pattern of activity or practice of the Breaching Party that the Non-Breaching Party believes constitutes a material breach or violation of the Breaching Party's obligations under this Agreement within three (3) days of discovery and shall meet with the Breaching Party's Privacy Coordinator to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

7. **Disclaimer.** Covered Entity Party makes no warranty or representation that compliance by Business Associate Party with this Agreement, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate Party's own purposes. Business Associate Party is solely responsible for all decisions made by Business Associate Party regarding the safeguarding of PHI.

8. **Certification.** To the extent that Covered Entity Party determines that such examination is necessary to comply with Covered Entity Party's legal obligation pursuant to HIPAA, the HIPAA Regulations, and the HITECH Act, Covered Entity Party or its authorized agents or contractors may, at Covered Entity Party's expense, examine Business Associate Party's facilities, systems, procedures (including but not limited to review of training procedures for Business Associate Party's staff) and records as may be necessary for such agents or contractors to certify to Covered Entity Party the extent to which Business Associate Party's security safeguards comply with HIPAA, the HIPAA Regulations, the HITECH Act, and this Agreement.

9. **Indemnification.** In the event the Services Agreement provides for indemnification of the Parties or a Party, then the provisions of this Section 9 shall control with respect to the matters contained in this Agreement. Each Party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party (the "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party from any negligence or wrongful acts or omissions, including failure to perform its obligations under this Agreement, by the Indemnifying Party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the Indemnifying Party shall reimburse the Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be incurred by Indemnified Party or imposed upon the Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party, as a result of the Indemnifying Party's breach hereunder.

10. **Compliance With State Law.** Business Associate Party acknowledges that Business Associate Party and Covered Entity Party may have confidentiality and privacy obligations under State law including, but not limited to, the California Confidentiality of Medical Information

Act, Cal. Civil Code § 56, *et seq.* (“CMIA”). If any provisions of this Agreement or HIPAA, the HIPAA Regulations, or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then Business Associate Party shall comply with the more restrictive requirements.

11. **Miscellaneous.**

(a) *Amendment.* Business Associate Party and Covered Entity Party agree to take such action as is necessary to amend this Agreement from time to time to enable the Parties to comply with the requirements of HIPAA, the HIPAA Regulations and the HITECH Act. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by Business Associate Party and Covered Entity Party.

(b) *Interpretation.* The provisions of this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule.

(c) *Entire Agreement.* This Agreement contains the agreement of the Parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate Party and Covered Entity Party, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(e) *Notices.* All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (a) when delivered personally, against written receipt, (b) if sent by registered or certified mail, return receipt requested, postage prepaid, when received, (c) when received by facsimile transmission, and (d) when delivered by a nationally recognized overnight courier service, prepaid, and shall be sent to the addresses set forth on the signature page of this Agreement or at such other address as each Party may designate by written notice to the other by following this notice procedure.

(f) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Regulations or the HITECH Act means the section as in effect or as amended, and for which compliance is required.

(g) *Assistance in Litigation or Administrative Proceedings.* Business Associate Party shall make itself, and any subcontractors, employees or agents, available to Covered Entity Party, at no cost to Covered Entity Party, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity Party, its directors, officers or employees based upon a claimed violation of HIPAA, the HIPAA Regulations, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to

security and privacy, except where Business Associate Party or its subcontractor, employee or agent is a named adverse party.

(h) *Subpoenas.* In the event that Business Associate Party receives a subpoena or similar notice or request from any judicial, administrative or other party arising out of or in connection with this Agreement, including, but not limited to, any unauthorized use or disclosure of PHI, Business Associate Party shall promptly forward a copy of such subpoena, notice or request to Covered Entity Party and afford Covered Entity Party the opportunity to exercise any rights it may have under law.

(i) *Survival.* The respective rights and obligations of Business Associate Party under Section 3 et seq. of this Agreement shall survive the termination of this Agreement. In addition, Section 5(e) (Effect of Termination), Section 7 (Disclaimer), Section 9 (Indemnification), Section 10 (Compliance with State Law), Section 11(d) (Notices), Section 11(f) (Assistance in Litigation and Administrative Proceedings), Section 11(g) (Subpoenas), and Section 11(i) (Governing Law) shall survive the termination of this Agreement.

(j) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California to the extent that the provisions of HIPAA, the HIPAA Regulations or the HITECH Act do not preempt the laws of the State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.


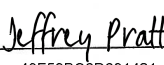
COVERED ENTITY PARTY	BUSINESS ASSOCIATE PARTY
<p>Signature: <u></u></p> <p>Print Name: <u>Robert Imhoff</u></p> <p>Title: <u>President</u></p> <p>Address: <u>1215 K St. #1915</u> <u>SACRAMENTO, CA. 95814</u></p>	<p style="text-align: center;">SpeedTrack, Inc.</p> <p>DocuSigned by: Signature: <u></u> <small>48F53BC6D691421...</small></p> <p>Print Name: <u>Jeffrey Pratt</u></p> <p>Title: <u>CEO</u></p> <p>Tax ID No.: <u>95-4757490</u></p> <p>Address: <u>18340 Yorba Linda Blvd.</u> <u>Ste 107-194</u> <u>Yorba Linda, CA 92886</u></p>

Exhibit A to Business Associate Agreement

**Notification to _____
Unauthorized Use or Disclosure of PHI/Breach of Unsecured PHI**

Attn: Privacy Officer

[Address]

Phone: _____

Fax: _____

Email:

This notification is made pursuant to Section 3(f)/Section 3(g) of the Business Associate Agreement between _____ (“Covered Entity”) and _____ (“Business Associate”).

Business Associate hereby notifies Covered Entity that there has been a breach of protected health information (“PHI”) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of PHI that were involved in the breach (e.g., full name, Social Security number, date of birth, home address, account number): _____

Description of what Business Associate is doing to investigate the breach, mitigate losses, and protect against further breaches: _____

Contact information: _____

