

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made and entered into as of the 1st day of January, 2024 ("Effective Date"), by and between CorrectCare-Integrated Health, Inc., 1218 South Broadway, #250, Lexington, Kentucky 40504 ("Business Associate") and the County of Monterey ("Covered Entity"). This Agreement is effective as of the Effective Date.

I. RECITALS

WHEREAS, the parties have executed an agreement whereby Business Associate provides certain services to Covered Entity, and Business Associate receives, has access to, or creates Protected Health Information ("PHI") in order to provide those services; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant hereto 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 ("HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations"), and other applicable laws; and

WHEREAS, the Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract with Business Associate, containing specific requirements, prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, §§ 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Agreement shall control. All regulatory references in this Agreement are to HIPAA Regulations unless otherwise specified.

III. SPECIFIC DEFINITIONS

For convenience of reference, the definitions of certain terms as of the Effective Date are as follows:

Agreement. "Agreement" shall mean this Business Associate Agreement.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Agreement shall mean the entity identified as the Business Associate above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by the Business Associate above.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Agreement.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to a party to this Agreement shall mean the entity identified as the Covered Entity above subject to the HIPAA Regulations.

Electronic PHI. "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information. PHI is presumed to be compromised unless Covered Entity or Business Associate, as applicable, documents that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

1. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
2. The unauthorized person who used the PHI or to whom the Disclosure was made;
3. Whether the PHI was actually acquired or viewed; and
4. The extent to which the risk to the PHI has been mitigated.

HIPAA Breach excludes:

1. Any unintentional acquisition, access or Use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate if such acquisition, access, or Use was made in good faith and within the scope of authority and does not result in further Use or Disclosure in a manner not permitted under the Privacy Rule;
2. Any inadvertent Disclosure by a person who is authorized to access PHI at a Covered Entity or Business Associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such Disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule; and
3. A Disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act").

Privacy Rule. "Privacy Rule" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

Unsecured PHI. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under § 13402(h)(2) of Pub. L. 111-5 on the HHS website.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement and any other agreement between Business Associate and Covered Entity, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;

B. As required by law; and

C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

A. *Scope of Agreement.* This Agreement applies to all past, present, and future contracts and relationships between Business Associate and Covered Entity, written or unwritten, formal or informal, in which Covered Entity provides any PHI to Business Associate in any form whatsoever. As of the Effective Date, this Agreement automatically amends all existing agreements between Business Associate and Covered Entity involving the use or disclosure of PHI. This Agreement shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the use or disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this Agreement and a provision of any other agreement between Business Associate and Covered Entity, the provision of this Agreement shall control unless the parties specifically agree to the contrary in writing. Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record,

oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Agreement.

B. *Scope of Service/Payment Provision* – See Exhibit A

C. *PHI Disclosure Limits*. Business Associate may only use or disclose PHI consistent with the Business Associate Provisions of 45 C.F.R. § 164.504(e). Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Agreement, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.

D. *Minimum Necessary Rule*. When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.

E. *HIPAA Security Rule*. In accordance with 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316, Business Associate will use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI and Electronic PHI other than as provided for by this Agreement. Business Associate shall constantly review and modify its privacy and security safeguarding measures as needed to continue providing reasonable and appropriate protection of PHI, and shall maintain documentation of its privacy and security safeguarding measures as required by HIPAA.

F. *Mitigation*. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.

G. *Notification of Breach*. During the term of this Agreement, Business Associate shall notify Covered Entity in writing within two (2) days of any suspected or actual breach of security, intrusion, HIPAA Breach, potential breach of Unsecured PHI, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall be deemed to have become aware of a Security Incident upon discovery of a potential Security Incident, even if such Security Incident has not been fully investigated, or a determination made whether such Security Incident resulted in a HIPAA Breach. An employee's, officer's or agent's knowledge of a Security Incident shall be imputed to the Business Associate. This obligation to notify Covered Entity of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations shall include any actual or suspected breach by Business Associate, its employees, subcontractors, and/or agents. At Covered Entity's request (and at least annually in the absence of the Covered Entity's request), Business Associate will similarly notify Covered Entity of attempted but unsuccessful

Security Incidents that do not result in any unauthorized access, Use, Disclosure, modification or destruction of PHI, or interference with an information system. The parties acknowledge and agree that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident. Each such notification will, to the extent the information is available to Business Associate at the time reporting is required herein: (i) identify the nature of the non-permitted use or disclosure; (ii) identify the Protected Health Information used or disclosed; (iii) identify who made the non-permitted use or disclosure; (iv) identify who received the non-permitted use or disclosure; (v) identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures; (vi) identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and (vii) provide such other information as Covered Entity may reasonably request. Business Associate shall promptly supplement such report with additional information as it becomes available, even if such information becomes available after Individuals have been notified of the HIPAA Breach.

Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. § 164.410 and that includes the identification of each Individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. If requested, Business Associate also agrees to cooperate with Covered Entity in its own investigation of a Breach of Unsecured PHI and to cooperate with and participate in the notification of Individuals, the media, and the Secretary of any Breach of Unsecured PHI. Unless Covered Entity agrees otherwise, Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify Individuals of such breach. Such notification shall be approved by Covered Entity prior to distribution or notification. In the event Business Associate shall fail to make that notification, Business Associate will indemnify Covered Entity for any reasonable expenses it incurs in doing so.

H. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Agreement without the advanced written consent of Covered Entity.

I. *Compliance with Electronic Transactions and Code Set Standards.* If Business Associate conducts any Standard Transaction for, or on behalf, of Covered Entity, Business Associate shall comply, and shall require any Subcontractor conducting such Standard Transaction to comply with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulation. Business Associate shall not enter into, or permit its Subcontractors to enter into, any

Agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:

1. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
2. Adds any Health Information elements or segments to the maximum defined Health Information Set;
3. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or
4. Changes the meaning or intent of the Standard's Implementations Specification(s).

J. *Audit.* Business Associate agrees to provide reasonable access to Business Associate's facilities, equipment, hardware and software used for the maintenance or processing of PHI and to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, within five (5) business days of receiving a written request from Covered Entity, or sooner if requested by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity. Notwithstanding the above, no legal privilege, including the attorney/client privilege, shall be deemed waived by virtue of this provision. To the extent permitted by law, Business Associate will promptly notify Covered Entity of all requests served upon Business Associate by or on behalf of the Secretary for information which may be related to this Agreement. Business Associate shall provide Covered Entity with copies of all PHI, policies, procedures, or other records or documents provided to the Secretary pursuant to such request.

K. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations, including the use of appropriate safeguards to prevent inappropriate and/or unauthorized access, use, or disclosure of PHI.

L. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in the HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. § 164.508 and 42 U.S.C. § 17936.

M. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

N. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. §§ 164.502(d) and 164.514(a) and (b).

O. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to Covered Entity, or to an Individual or Individual's designee as directed by Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Business Associate shall do so by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity, which must be reasonable. Further, Business Associate shall grant Individuals access to an electronic copy of PHI maintained electronically in that Individual's Designated Record Set in accordance with 45 CFR § 164.524(c). Business Associate also shall provide or transmit the copy of PHI to a third party if directed in writing to do so by the Individual or Covered Entity. This access will be provided to the Individual, Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under the Privacy Rule.

B. *Tracking and Accounting of Disclosures.* So that Covered Entity may meet its accounting obligations under the Privacy Rule, Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. For each Disclosure of PHI that Business Associate makes to Covered Entity or to a third party that is subject to Disclosure under 45 CFR § 164.528, Business Associate will record (i) the Disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the Disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the Disclosure. For repetitive disclosures which Business Associate makes to the same person or entity, including the Covered Entity, for a single purpose, Business Associate may provide (i) the Disclosure information for the first of these repetitive disclosures, (ii) the frequency, duration or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. Business Associate will make this log of Disclosure information available to the Covered Entity within five (5) business days of the Covered Entity's request. Business Associate must retain the Disclosure information for the six-year period preceding Covered Entity's request for the Disclosure information.

C. *Amendment or Correction to PHI.* Business Associate agrees to make any amendment(s) or correction(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526. Business Associate shall do so by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity, which must be reasonable.

VII. COVERED ENTITY'S OBLIGATIONS

A. *Notice of Privacy Practices.* Covered Entity shall notify Business Associate of any limitation in its Notice of Privacy Practices, to the extent such limitation affects Business Associate's permitted Uses or Disclosures.

B. *Individual Permission.* Covered Entity shall notify Business Associate of changes in, or revocation of, permission by an Individual to Use or disclose PHI, to the extent such changes affect Business Associate's permitted Uses or Disclosures.

C. *Restrictions.* Covered Entity shall notify Business Associate of any restriction in the Use or Disclosure of PHI to which Covered Entity has agreed, to the extent such restriction affects Business Associate's permitted Uses or Disclosures.

D. *Requests.* Covered Entity shall not request Business Associate to Use or disclose PHI in any manner that would not be permissible under the Privacy Rule if used or disclosed by the Covered Entity.

VIII. TERM AND TERMINATION

A. *Term.* This Agreement shall be effective from January 1, 2024 through December 31, 2024, whereby Business Associate provides certain services to Covered Entity and Business Associate receives, has access to, or creates PHI in order to provide those services.

B. *Termination for Cause.*

1. A Contractual Breach by Business Associate of any provision of this Agreement, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and Covered Entity shall be entitled to do any one or more of the following:
 - i. Give Business Associate written notice of the existence of such breach and give Business Associate an opportunity to cure upon mutually agreeable terms. If Business Associate does not cure the breach or end the violation according to such terms, or if Covered Entity and Business Associate are unable to agree upon such terms, Covered Entity may immediately terminate any agreement between Covered Entity and Business Associate which is the subject of such breach.
 - ii. Immediately terminate any agreement between Covered Entity and Business Associate which is the subject of such breach. If termination of the agreement is not feasible, Covered Entity will report the breach to the Secretary.
 - iii. Immediately stop all further disclosures of PHI to Business Associate pursuant to each agreement between Covered Entity and Business Associate which is the subject of such breach.
2. A Contractual Breach by Covered Entity of any provision of this Agreement, as determined by Business Associate in its sole discretion, shall constitute a material Contractual Breach of the Agreement and Business Associate shall be entitled to do any one or more of the following:

- i. Provide the breaching party with an opportunity to cure upon mutually agreeable terms; and/or
- ii. Terminate this Agreement immediately.

Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.

C. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate this Agreement, effective immediately, if (i) Business Associate 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 Business Associate 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 Business Associate has been joined.

D. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of any agreement whereby Business Associate provides certain services to Covered Entity whereby Business Associate receives, has access to, or creates PHI, Business Associate shall return all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in whatever form or medium that Business Associate received PHI from or created PHI on behalf of Covered Entity. PHI and Related Data shall be returned as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement or any other agreement between Business Associate and Covered Entity whereby Business Associate receives, has access to, or creates PHI. Within such thirty (30) day period, Business Associate shall certify on oath in writing to Covered Entity that such return has been completed. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate 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 information infeasible and Business Associate shall destroy the PHI, and any Related Data, using technology or a methodology that renders the PHI, or Related Data, unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in its guidance at <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html>. Acceptable methods for destroying PHI or Related Data include: (i) paper, film, or other hard copy media shredded or destroyed in order that PHI or Related Data cannot be read or reconstructed; and (ii) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). Redaction as a method of destruction of PHI or Related Data is specifically excluded.

E. *Continuing Privacy Obligation.* Business Associate's obligation to protect the privacy of PHI is continuous and survives any termination, cancellation, expiration, or other conclusion of this Agreement or any other agreement between Business Associate and Covered Entity and the completion or earlier termination of the services in accordance with 45 C.F.R. § 164.504(e)(2)(i)(I).

D. Term and Termination.

1. The term of this Agreement shall be for twelve months, commencing January 1, 2024 and ending December 31, 2024. This Agreement can be renewed four (4) times with an amendment, each amendment being one (1) year, unless either party shall have given the other sixty (60) days advance written notice of non-renewal or to otherwise change the terms hereof. Upon receipt of a notice to change the terms of this Agreement, the parties agree to negotiate in good faith with respect to such changes and attempt to reach agreement prior to the anniversary date following such notice. If no agreement is reached, this Agreement shall terminate upon expiration of the then current term.
2. This Agreement or any separate addenda hereto may be terminated by Client or CorrectCare as follows:
3. Upon thirty (30) days prior written notice, without cause;
4. Upon ten (10) days prior written notice in the event of a default or material change in circumstances (as hereinafter defined) under this Agreement or any separate addenda hereto by CorrectCare or Client; or
5. Immediately upon written notice in the event of dissolution, loss of license, abandonment, actual, alleged or suspected fraud, gross or willful misconduct, insolvency or lack of legal capacity to act on the part of CorrectCare or Client.

IX. MISCELLANEOUS

A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

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

C. *Notices.* All notices pursuant to this Agreement must be given in writing and shall be effective when received at the addresses set forth in this Agreement.

D. *Indemnity.* Business Associate shall indemnify and hold Covered Entity harmless from all claims, damages, liabilities, judgments, costs, including reasonable attorneys' fees, which Covered Entity may incur in connection with the performance or breach of Business Associate's responsibilities, obligations, warranties, and representations contained in this Agreement. Covered Entity shall indemnify and hold Business Associate harmless from all claims, damages, liabilities, judgments, costs, including reasonable attorneys' fees, which Business Associate may incur in connection with the performance or breach of Covered Entity's responsibilities, obligations, warranties, and representations contained in this Agreement. This provision shall survive the termination or expiration of this Agreement.

E. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation, or expiration of this Agreement shall survive said termination, cancellation, or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.

F. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Agreement do not intend to create any rights in any third parties.

G. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

H. *Amendment.* This Agreement may not be amended, altered or modified except by written agreement signed by Business Associate and Covered Entity.

I. *Amendment Required by Law.* The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties agree that privacy and security requirements applicable to Covered Entities pursuant to the Standards for Privacy and Security are also applicable to Business Associates and are hereby incorporated by reference. The parties further agree to take such action as may be necessary from time to time to implement the standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of Health Information. The parties understand and agree that CorrectCare must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of any amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws. Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section, or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

J. *Invalidity of Provision.* In the event that any provision of this Agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

K. *Waiver.* No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. Nothing in this Agreement shall be deemed a waiver of any legally-recognized claim of privilege available to Business Associate.

L. *Authority to Execute.* The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

M. *Governing Law; Venue.* This Agreement shall be governed by and interpreted in accordance with the laws of the the State of California, and venue for any legal action arising under this Agreement shall be in the courts located in the County of Monterey.

N. *Remedies.* Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as may be just and proper. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

O. *Business Relationship.* Nothing in this Agreement shall be construed to create (1) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (2) a relationship of employer and employee between the parties.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, as of the date set forth above.

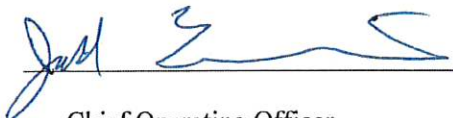
COVERED ENTITY

By: _____

Its: _____

BUSINESS ASSOCIATE

CORRECTCARE-INTEGRATED HEALTH, INC.

By:  10/10/23

Its: Chief Operating Officer _____

By:  10/10/2023

Its: Vice President of Claims _____