



Business Association Agreement

This Business Association Agreement (the "Agreement") is entered into by and between Zeal Care, Co, a corporation formed under the law of Washington State (hereinafter referred to as the "Business Associate") and Covered Entity (hereinafter referred to as the "Covered Entity").

1. Background

The Covered Entity and Business Associate are collectively referred to as the "Parties."

2. Purpose

The Parties intend to collaborate and exchange certain protected health information (PHI) in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act.

3. Definitions

3.1. Electronic Protected Health Information (EPHI): EPHI shall have the meaning ascribed to it under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations.

3.2. Protected Health Information (PHI): PHI shall have the meaning ascribed to it under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations.

3.3. HIPAA: The Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations.

4. HIPAA Compliance

4.1. Obligations of the Business Associate

4.1.1. Use and Disclosure: The Business Associate agrees to use or disclose PHI only as permitted or required by this Agreement, HIPAA regulations, or as required by law.

4.1.2. Safeguards: The Business Associate shall implement appropriate administrative, physical, and technical safeguards to prevent the use or disclosure of PHI in violation of this

Agreement and HIPAA regulations. This includes maintaining the security and confidentiality of PHI.

4.1.3. Reporting: The Business Associate shall promptly report any unauthorized use or disclosure of PHI to the Covered Entity, as required by HIPAA.

4.1.4. Subcontractors: If the Business Associate engages subcontractors, it shall ensure they comply with HIPAA privacy and security rules and the same privacy and security obligations as set forth in this Agreement.

4.2. Obligations of the Covered Entity

4.2.1. Notification: The Covered Entity shall notify the Business Associate of any restrictions on the use or disclosure of PHI, to the extent that such restrictions may affect the Business Associate's ability to comply with this Agreement and HIPAA regulations.

5. Term and Termination

5.1. Term: This Agreement shall remain in effect from the time the Covered Entity becomes a member until terminated by either Party with 30 days written notice.

5.2. Termination for Cause: Either Party may terminate this Agreement for cause, in the event of a material breach by the other Party.

6. Miscellaneous

6.1. Entire Agreement: This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

6.2. Amendments: No modification of this Agreement shall be effective unless made in writing and signed by both Parties.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. IN WITNESS WHEREOF, the Parties hereto have executed this Business Association Agreement.

Zeal Care, Co