BUSINESS ASSOCIATE AGREEMENT (CLICK-ACCEPT VERSION)

This BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into by and between:

Covered Entity: The healthcare organization identified in the SecurePractice account registration or billing information (“Covered Entity”), and

Business Associate: SecurePractice LLC (d/b/a “HIPAA Assistant” and “SecurePractice.app”), a Florida limited liability company, with its principal place of business at 7901 4th St N, Ste 300, St. Petersburg, FL 33702, USA (“Business Associate”).

Covered Entity and Business Associate are each a “Party” and collectively the “Parties.”
This Agreement is effective as of the date on which an authorized representative of Covered Entity clicks “I Agree,” “Accept,” or a similar button presented with this Agreement, or otherwise first uses the
Services in a manner that requires a Business Associate Agreement (the “Effective Date”).

This Agreement is entered into to comply with the Health Insurance Portability and Accountability Act of
1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), and their implementing regulations at 45 C.F.R. Parts 160 and 164 (“HIPAA Rules”).

By clicking “I Agree,” “Accept,” or otherwise indicating assent within the SecurePractice application, the
individual acting on behalf of Covered Entity represents and warrants that they are duly authorized to accept this Agreement on Covered Entity’s behalf.

1. DEFINITIONS
1.1 “Protected Health Information” or “PHI” has the meaning given in 45 C.F.R. § 160.103.
1.2 “Electronic Protected Health Information” or “ePHI” has the meaning in 45 C.F.R. § 160.103.
1.3 “Breach” has the meaning set forth in 45 C.F.R. § 164.402.
1.4 “Unsecured PHI” has the meaning set forth in 45 C.F.R. § 164.402.
1.5 Undefined terms have the meanings given in the HIPAA Rules.

2. SERVICES; PERMITTED USES AND DISCLOSURES
2.1 Services. Business Associate provides SaaS solutions via SecurePractice / HIPAA Assistant.
2.2 Permitted Uses: Business Associate may use PHI to perform Services, for internal admin, and to de-identify PHI.
2.3 Permitted Disclosures: To subcontractors with BAAs, for admin/legal responsibilities, or as permitted by law.
2.4 Prohibited Uses: Business Associate shall not use or disclose PHI in violation of HIPAA.

3. OBLIGATIONS OF BUSINESS ASSOCIATE
3.1 Safeguards. Business Associate shall implement administrative, technical, and physical safeguards

per HIPAA.
3.2 Minimum Necessary. Business Associate shall follow the minimum necessary standard.
3.3 Unauthorized Use or Disclosure. Business Associate shall report unauthorized disclosures within 15 days.
3.4 Security Incidents. Business Associate shall report Security Incidents involving ePHI.
3.5 Breach Notification. Business Associate shall notify Covered Entity of a Breach within 15 days.
3.6 Mitigation. Business Associate shall mitigate harmful effects of improper PHI disclosures.
3.7 Subcontractors. Business Associate shall require subcontractors to comply with HIPAA.
3.8 Access to PHI. Business Associate shall provide PHI in a Designated Record Set upon request.
3.9 Amendments. Business Associate shall amend PHI as required by Covered Entity.

3.10 Accounting of Disclosures. Business Associate shall maintain records for accounting of disclosures.
3.11 Access by HHS. Business Associate shall provide books and records to the Secretary as required.

4. OBLIGATIONS OF COVERED ENTITY
4.1 Notices. Covered Entity shall inform Business Associate of privacy practice changes, revocations, or restrictions.
4.2 No Impermissible Requests. Covered Entity shall not request unlawful uses or disclosures of PHI.
4.3 Accuracy. Covered Entity must ensure its account information is accurate.

5. TERM AND TERMINATION
5.1 Term. Effective until terminated or Services Agreement ends.
5.2 Termination for Cause. Either Party may terminate for uncured material breach.
5.3 Effect of Termination: Return or destruction of PHI; infeasibility provisions apply.

6. MISCELLANEOUS
6.1 Relationship to Services Agreement. This Agreement is incorporated into the SecurePractice Terms
of Service.
6.2 No Third-Party Beneficiaries.
6.3 Amendments. Business Associate may update this Agreement; continued use constitutes acceptance.
6.4 Survival. Certain sections survive termination.
6.5 Governing Law. Governed by laws of Florida.
6.6 Entire Agreement. Supersedes prior agreements.
6.7 Electronic Acceptance. Click-acceptance is fully legally binding.

END OF AGREEMENT