



The Business Associate Agreement is entered into as the effective date by and between Junna Software, LLC, as an Ohio Limited Liability Company ("Junna Care"), and "Business Associate". Business Associate acknowledges and agrees it will abide by this agreement.

RECITALS

WHEREAS, Junna Care, as a Covered Entity under the Health Information Portability and Accountability Act of 1996 ("HIPAA") is required to enter into this Agreement to obtain satisfactory assurances that Business Associate will appropriately safeguard all Protected Health Information ("PHI") disclosed, used, created, maintained, transmitted, or received by Business Associate on behalf of Junna Care.

WHEREAS, it is intended that this Agreement satisfy the written agreement pursuant to the HIPAA Rules, 45 C.F.R. Parts 160 and 164.

WHEREAS, Junna Care has engaged or desires to engage Business Associate to perform certain functions for, or on behalf of, Junna Care involving the disclosure of PHI by Ripple to Business Associate, or the creation, maintenance or use of PHI by Business Associate on behalf of Junna, and Business Associate desires to perform such functions.

WHEREAS, This Agreement shall modify the parties' underlying contract. If this Agreement and the Underlying Agreement conflict, this Agreement shall control.

NOW THEREFORE, in consideration of the mutual promises contained herein, the exchange of PHI pursuant to this Agreement, and for other good and valuable consideration, the parties therefore agree as follows:

Section 1. Definitions

The terms used in this Agreement are intended to have the same meaning as defined in the HIPAA Rules. Such terms will be capitalized herein and include the following: Breach, Business Associate, Covered Entity, Designated Record Set, Disclosure, Individual, Minimum Necessary, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

Section 2. Obligations and Activities of Business Associate

- A. Business Associate agrees and acknowledges that any Individual's PHI that comes within Business Associate's custody, exposure, possession or knowledge or is created, maintained, retained, transmitted, derived, developed, compiled, prepared or used by Business Associate in the course of or in connection with the performance of services under the Underlying Agreement, is confidential and shall remain the exclusive property of Rip and shall be used, disclosed, transmitted and/or maintained solely in accordance with this Agreement and as Required By Law. Business Associate agrees to comply with its obligations as a Business Associate and acknowledges that it is subject to and agrees to comply with the HIPAA Rules and all applicable guidance and regulations issued by the Secretary to implement HIPAA.
- B. Business Associate shall comply with all granted restrictions on the Use and/or Disclosure of PHI, and granted requests for confidential communication of PHI, pursuant to 45 C.F.R. § 164.522, upon notice from Junna Care. Business Associate shall forward to Junna Care any requests for restriction on the use and/or disclosure of PHI or for confidential communication of PHI within five (5) business days of receipt.
- C. Business Associate shall cooperate with Junna Care on a timely basis, consistent with 45 C.F.R. § 164.524(b)(2), to fulfill all requests by Individuals for access to the Individual's PHI that are



approved by Junna Care. Business Associate shall make available PHI in a Designated Record Set to Junna Care as necessary to satisfy Junna's obligations under 45 C.F.R. § 164.524(c). If an Individual makes a request for access to PHI directly to Business Associate, such request shall be forwarded to Junna Care within two (2) business days.

- D. Business Associate shall make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Junna Care pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Junna Care's obligations under 45 C.F.R. § 164.526. Business Associate must act on an Individual's request for an amendment in a manner and within the time period set forth in 45 C.F.R. § 164.526(b)(2). If an Individual makes a request for amendment to PHI directly to Business Associate, such request shall be forwarded immediately to Junna.
- E. Business Associate shall document such Disclosures of PHI, including the date of the disclosure, the name and address of the entity or person who received the PHI, a brief description of the PHI disclosed, a brief statement of the purpose of the Disclosure, and any other information related to such disclosures as would be required for Junna Care to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate shall provide Junna Care with the information required to provide an accounting of Disclosures as necessary to satisfy Junna Care's obligations under 45 C.F.R. § 164.528 within ten (10) days of receipt of a request by Junna Care or an Individual.
- F. Business Associate shall implement administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of Electronic PHI ("ePHI") that it creates, receives, maintains, or transmits on behalf of the Junna, as required by the HIPAA Rules.
- G. Business Associate shall take immediate steps to mitigate, as reasonably directed by Junna, 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, the HIPAA Rules, such as obtaining the recipient's satisfactory assurances that the information will not be further used or disclosed (through a confidentiality agreement or similar means) or will be destroyed.
- H. Business Associate shall in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees to the same restrictions, conditions, and requirements that apply to Business Associate with regard to its creation, Use, and Disclosure of PHI. Business Associate shall, upon request from Junna Care, provide Junna Care with a list of all such Subcontractors. Business Associate shall ensure that any Subcontractor to whom it provides ePHI agrees to implement reasonable and appropriate safeguards to protect such information. If any Subcontractor of Business Associate is not subject to the jurisdiction or laws of the United States, or if any use or disclosure of PHI in performing services under the Agreement will be outside of the jurisdiction of the United States, such entities must agree by written contract with the Business Associate to be subject to the jurisdiction of the Secretary, the laws and the courts of the United States, and waive any available jurisdictional defenses as they pertain to the parties' obligations under this Agreement, the HIPAA Rules.
- I. Business Associate shall make internal practices, books and records, including policies and procedures, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate, on behalf of Junna, available to Junna, or at the request of Junna Care to the Secretary, for purposes of the Secretary determining Junna's compliance with the HIPAA Rules.



- J. If Business Associate is conducting fundraising activities on behalf of Junna Care, Business Associate agrees to clearly and conspicuously provide any recipient of fundraising communications the opportunity to opt out of receiving any further such solicitations.
- K. Business Associate shall not use or disclose PHI for its own marketing purposes without the written consent of Junna Care and the Individual's authorization, except as provided in 45 C.F.R. §§ 164.508(a)(3)(i)(A) and (B).
- L. Business Associate shall report to Junna Care any Use or Disclosure of the PHI not provided for by this Agreement, including Breaches of Unsecured PHI, as required at 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, as soon as possible, but no later than five (5) business days after discovery. Business Associate shall make available all information to Junna Care for the purpose of providing a notification to the affected Individuals. If requested by Junna, Business Associate shall notify the affected Individuals of a Breach as required by the HIPAA Rules, and as directed by Junna Care.

Section 3. Permitted Uses and Disclosures by Business Associate

- A. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose PHI only to perform its obligations under the Underlying Agreement to Junna.
- B. Business Associate may Use or Disclose PHI as Required by Law.
- C. Business Associate may Disclose PHI for the proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate, provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate, in writing, within ten (10) days, of any instances in which the confidentiality of the information has been Breached.
- D. Business Associate may Use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.51(f). Business Associate will promptly notify Junna Care of the necessity for such Use of PHI.
- E. Business Associate will, in the performance of its obligations and services to Junna Care make reasonable efforts to Use, Disclose and request only the minimum amount of Junna Care's PHI reasonably necessary to accomplish the intended purpose of the Use, Disclosure or request, except as set forth in 45 C.F.R. § 164.502(b)(2).

Section 4. Obligations of Junna Care

- A. Upon Business Associate's request, Junna Care shall provide Business Associate with its Notice of Privacy Practices and any revisions thereto during the term of this Agreement.
- B. Junna Care will not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under HIPAA.

Section 5. Termination

- A. Upon Junna's knowledge of a material breach by Business Associate, Junna Care may: (1) provide an opportunity for Business Associate to cure the breach, or (2) terminate this Agreement and the Underlying Agreement immediately. If Junna Care provides an opportunity to cure, and if



the Business Associate does not cure the breach within ten (10) days, Junna Care may terminate this Agreement and the Underlying Agreement.

- B. Either party to this Agreement may terminate the Agreement upon provision of thirty (30) days prior written notice.
- C. Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Junna Care, or created or received by Business Associate on behalf of Junna Care, at the direction of Junna Care. Business Associate shall request, in writing, PHI that is in the possession of subcontractors or agents of Business Associate. In the event the Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Junna Care notification of the conditions that make return or destruction infeasible. If return or destruction of PHI is infeasible, Business Associate shall extend the protection of this Agreement to such PHI, for so long as Business Associate maintains such PHI. Following the termination of this Agreement, Business Associate shall not disclose PHI except to Junna Care or as Required by Law.

Section 6. Indemnification

Business Associate shall defend, indemnify and hold harmless Junna Care from and against any or all costs (including but not limited to any and all costs incurred by Junna Care in complying with the breach notification requirements of 45 C.F.R. Part 164, Subpart D), losses, interest, damages (including consequential damages), attorneys' fees, liability, claims, legal action or demands by third parties, arising out of Business Associate's breach of this Agreement and/or Business Associate or its Subcontractor's Breach of unsecured PHI. Junna Care shall have the right, but not the obligation, to participate in any defense at its own cost and with its own counsel. The provisions of this section will survive the termination of this Agreement.

Section 7. Miscellaneous

- A. Independent Contractor. The relationship of the Business Associate with Junna Care shall be one of independent Business Associate, and not an employee or agent of Junna Care.
- B. Amendment. This Agreement may be amended upon the mutual written agreement of the parties. The parties agree to amend this Agreement as necessary to comply with any changes to the HIPAA Rules, or other laws or regulations.
- C. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the HIPAA Rules.
- D. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements or understandings with respect thereto.
- E. Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party.
- F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any disputes relating to this Agreement shall be resolved by the state or federal courts located in Columbus, Ohio, and Business Associate consents to venue in those courts as proper.