

REMOTE HOME CHECK, LLC

Exhibit H: Business Associate Agreement

STATUS: INACTIVE — Executed Only When PHI Is Handled for a Covered Entity

1. PURPOSE

This Business Associate Agreement (“BAA”) is entered into between the organization identified in the applicable Order Form (“Covered Entity”) and Remote Home Check, LLC (“Business Associate”). This BAA governs the use and disclosure of Protected Health Information (“PHI”) as required by the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and their implementing regulations (collectively, “HIPAA”).

2. DEFINITIONS

All capitalized terms not otherwise defined in this BAA shall have the meanings assigned to them in HIPAA, the Master Terms, or the Organization Addendum. “Protected Health Information” or “PHI” has the meaning given in 45 C.F.R. § 160.103.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

3.1 Permitted Uses and Disclosures

Business Associate shall not use or disclose PHI other than as permitted or required by this BAA, the Agreement, or as required by law. Business Associate may use or disclose PHI: (a) to perform its obligations under the Agreement; (b) for its own proper management and administration; (c) to provide Data Aggregation services relating to the healthcare operations of Covered Entity; and (d) to create De-Identified Data in accordance with HIPAA.

3.2 Safeguards

Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, as required by the HIPAA Security Rule. These safeguards are described in the Security Exhibit (Exhibit E).

3.3 Reporting

Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware, including any Breach of Unsecured PHI as defined in 45 C.F.R. § 164.402. Reporting timelines are specified in Section 6 of the Security Exhibit.

3.4 Subcontractors

Business Associate shall ensure that any Subprocessors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions and conditions that apply to

Business Associate under this BAA. Business Associate maintains a list of such Subprocessors in Exhibit D.

3.5 Access to PHI

Business Associate shall make PHI available to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524 (individual's right of access).

3.6 Amendment of PHI

Business Associate shall make PHI available for amendment and incorporate amendments to PHI as directed by Covered Entity, to the extent necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.

3.7 Accounting of Disclosures

Business Associate shall make information available to Covered Entity to provide an accounting of disclosures as required by 45 C.F.R. § 164.528.

3.8 Government Access

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA.

4. OBLIGATIONS OF COVERED ENTITY

Covered Entity shall: (a) obtain all necessary consents or authorizations from individuals prior to transmitting PHI to Business Associate; (b) notify Business Associate of any restrictions on the use or disclosure of PHI; (c) not request Business Associate to use or disclose PHI in a manner that would violate HIPAA; and (d) notify Business Associate of any changes in or revocation of permissions that may affect Business Associate's use or disclosure of PHI.

5. BREACH NOTIFICATION

5.1 Discovery and Notification

Business Associate shall notify Covered Entity without unreasonable delay and no later than thirty (30) calendar days after the discovery of a Breach of Unsecured PHI. The notification shall include, to the extent available: (a) identification of each individual whose PHI has been or is reasonably believed to have been involved; (b) a description of the nature of the Breach; (c) the date of discovery; (d) the types of PHI involved; and (e) the corrective actions taken or planned.

5.2 Interim Notification

For organizational customers with 200+ residents (where elected in the Order Form), Business Associate shall provide interim notification within twenty-four (24) hours of Breach confirmation, with full notification to follow per Section 5.1.

5.3 Cooperation

Business Associate shall cooperate with Covered Entity in investigating and mitigating the Breach, including providing reasonable assistance with individual notification obligations.

6. TERM AND TERMINATION

6.1 Term

This BAA shall be effective as of the date of execution and shall terminate upon the earlier of: (a) termination of the Agreement; or (b) termination for cause as described below.

6.2 Termination for Cause

Either party may terminate this BAA if the other party materially breaches any provision of this BAA and fails to cure the breach within thirty (30) days of written notice. If cure is not reasonably possible, the non-breaching party may terminate immediately.

6.3 Return or Destruction of PHI

Upon termination, Business Associate shall, if feasible, return or destroy all PHI received from or created on behalf of Covered Entity. If return or destruction is not feasible, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible. Business Associate shall retain no copies of PHI except as necessary for the retention period specified in Section 17 of the Master Terms.

7. MISCELLANEOUS

This BAA shall be construed in accordance with HIPAA. Any ambiguity shall be resolved in favor of a meaning that permits the parties to comply with HIPAA. The terms of this BAA shall take precedence over conflicting terms in the Agreement to the extent of the conflict. This BAA may not be amended except in writing signed by both parties.

[END OF BUSINESS ASSOCIATE AGREEMENT]

REMOTE HOME CHECK, LLC

By: _____

Name: Jeffrey Hill

Title: Chief Executive Officer

Date: _____

CUSTOMER / ORGANIZATION

By: _____

Name: _____

Title: _____

Date: _____