



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “BAA”) is made between CareBot Health, Inc., d/b/a Self Fund Health, (“Self Fund”), and City of Whitewater (“Plan Sponsor”), with respect to our provision of the Plan described in the Administrative Services Agreement executed by and between the parties (the “Underlying Agreement”). We may have access to or receive protected health information in providing the Service, and so the parties agree to the terms of this Agreement to address requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its associated regulations, at 45 C.F.R. Parts 160 and 164 (“HIPAA Rules”).

1. Definitions. The following terms used in this BAA will have the meaning given in the HIPAA Rules: breach (for purposes of Section 2(c) only, otherwise use of the word “breach” will have its ordinary contract meaning), data aggregation, designated record set, disclosure, health care operations, health care provider, individual, payment, protected health information (referred to in this Agreement as “PHI”, limited to the information received by us from you, or created or received by us on your behalf), required by law, Secretary, security incident, subcontractor, treatment, unsecured protected health information (referred to in this Agreement as “unsecured PHI”), and use. Capitalized terms not otherwise defined in this BAA will have the same meaning as is given in the Underlying Agreement.
 - a. Not use or disclose PHI other than as permitted or required to support the Plan or as required by law;
 - b. Use appropriate safeguards, and comply when applicable with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA;
 - c. Report to Plan Sponsor any use or disclosure of PHI not covered by this Agreement (including breaches of unsecured PHI) of which Self Fund becomes aware, as well as any security incidents of which Self Fund becomes aware, in accordance with 45 CFR 164.410 and 164.412;
 - d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, obtain and maintain a written agreement with each affiliate, agent or subcontractor that creates, receives, maintains, or transmits Plan Sponsor’s PHI. Under such agreement, such affiliate, agent or subcontractor shall agree to the same or substantially similar restrictions and conditions that apply to us pursuant to this BAA with respect to such PHI;
 - e. If Self Fund maintains PHI in a designated record set for Plan Sponsor, when Plan Sponsor reasonably requests, make available or amend PHI in a designated record set in a reasonable time and manner as directed by Plan Sponsor, as necessary to satisfy Plan Sponsor’s obligations under 45 CFR 164.524;
 - f. Document disclosures of PHI by Self Fund and information related to such disclosures, in each case as would be required for Plan Sponsor to respond to a request by an individual for an accounting in accordance with 45 CFR 164.528, and to provide such documentation to Plan Sponsor, in a reasonable time and manner as directed by it, to respond to such a request;
2. Self Fund’s obligations and activities. Self Fund agrees to:
 - a. To the extent Self Fund has agreed in writing to carry out Plan Sponsor’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Plan Sponsor in performance of such obligation(s);
 - b. Make Self Fund’s internal practices, books, and records available to the Secretary to determine compliance with the HIPAA Rules.
 - c. Except for the purposes set forth in the Underlying Agreement or as otherwise provided by law, not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless Plan Sponsor receives a valid HIPAA authorization.
 - d. Make reasonable efforts to limit the use, disclosure, or request of PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.
3. Permitted uses and disclosures by Self Fund. Self Fund may:
 - a. Except as specifically limited in this BAA, use or disclose PHI to perform Self Fund’s obligations under this Agreement, to support the Plan, or as required by law, and to perform functions, activities, or services for Plan Sponsor or on Plan Sponsor’s behalf in connection with the Plan or any agreements between Plan Sponsor and Self Fund;
 - b. Use PHI for Self Fund’s proper management and administration (e.g., research and testing in support of its products or services) and to carry out Self Fund’s legal responsibilities;
 - c. Disclose PHI for Self Fund’s proper management and administration, or to carry out Self Fund’s legal responsibilities, provided the disclosures are required by law or Self Fund 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 Self Fund when the person becomes aware that the confidentiality of the information has been breached.
 - d. Provide data aggregation services relating to Plan Sponsor’s health care operations.
 - e. De-identify PHI so long as such de-identification meets the requirements of 45 CFR 164.514(a)-(c). Such de-identified information will be Self Fund’s property and Self Fund may



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use, disclose, and transfer such information and other collected data at its discretion, for any legal purpose, even after the Underlying Agreement ends.

f. Disclose: (i) PHI for the treatment activities of a health care provider; (ii) disclose PHI to Plan Sponsor or a health care provider for the payment activities of the entity that receives the PHI; or (iii) PHI to another covered entity for health care operations activities of the entity that receives the PHI, if each entity either has or had a relationship with the Individual who is the subject of the PHI being disclosed, the PHI pertains to such relationship, and the disclosure is for Plan Sponsor's or Self Fund's health care operations in accordance with 45 C.F.R. § 164.506(c)(4)(i).

4. Notice of restrictions on use or disclosure. Plan Sponsor agrees to notify Self Fund of any restriction on the use or disclosure of PHI that Plan Sponsor has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Self Fund's use or disclosure of PHI. To the best of Plan Sponsor's knowledge, there are no such restrictions as of the date of this BAA.

5. Permitted actions by Plan Sponsor.

- a. Plan Sponsor shall disclose to Self Fund only that PHI which Plan Sponsor determines is reasonably necessary to achieve the intended purpose of the disclosure.
- b. In no event will Plan Sponsor request Self Fund to use or disclose PHI in any manner not permitted by HIPAA Rules if done by Plan Sponsor, nor will Plan Sponsor send unencrypted PHI to Self Fund in any form. Should Plan Sponsor do so, Self Fund will not be responsible for damages related to such requests or unencrypted PHI.

6. Termination.

- a. If either party learns of a material breach of this Agreement by the other party, the non-breaching party will notify the breaching party and provide a reasonable opportunity to cure the breach, and if such breach is not cured within a reasonable time, terminate this BAA and the Underlying Agreement. If a cure is not possible, then the non-breaching party may immediately terminate this BAA and the Underlying Agreement.
- b. Except as provided in this subsection, on termination of this Agreement, Self Fund will return or destroy all PHI, and Self Fund will retain no copies of the PHI. If Self Fund determines that returning or destroying PHI is infeasible (e.g., retention of PHI is necessary to continue its proper management and administration or to carry out its legal obligations), we will inform Plan Sponsor of the conditions that make return or destruction infeasible and will extend the protections of this Agreement to such PHI to limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for as long as Self Fund maintains such PHI. The

terms of this subsection apply to PHI in possession of Self Fund's subcontractors or agents.

7. Limitations.

- a. *General.* SELF FUND WILL NOT BE LIABLE TO PLAN SPONSOR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF PLAN SPONSOR WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. UNDER NO CIRCUMSTANCES WILL SELF FUND BE LIABLE TO PLAN SPONSOR FOR ANY AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY PLAN SPONSOR TO SELF FUND IN THE TWELVE MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM OR \$100,000, WHICHEVER IS GREATER.
- b. *Internet-dependent Service.* Self Fund will not be liable for errors or damages of any kind caused by Plan Sponsor, third-party hardware, software, systems, or data, third party criminal acts, and limitations inherent in the use of the internet.

8. Miscellaneous.

- a. *Notice.* This BAA serves as notice, and no additional notice will be given, for unsuccessful attempts at unauthorized use or disclosure of PHI. Self Fund will not report security incidents that do not involve unauthorized use or disclosure of PHI.
- b. *Amendment.* The parties agree to take such good faith action to amend this BAA from time to time to comply with actual or reasonably anticipated changes to requirements of the HIPAA Rules.
- c. *Interpretation.* Any ambiguity in this BAA will be resolved to permit compliance with the HIPAA Rules.
- d. *Entire Agreement.* This BAA is the entire agreement between the parties regarding its subject matter and supersedes prior or contemporaneous representations or agreements about such matters and may not be modified except by a written agreement signed by the parties. Each signatory below represents he or she is authorized to bind the party indicated to this Agreement. This Agreement may be signed in counterparts, and original signatures sent and received electronically (e.g., by email with PDF attached or by DocuSign) are binding.



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THE EFFECTIVE DATE OF THIS AGREEMENT IS THE EXECUTION DATE INDICATED BY SELF FUND'S SIGNATURE BELOW.

CITY OF WHITEWATER

By: _____

Name: _____

Title: _____

Date: _____

CAREBOT HEALTH, INC. d/b/a SELF FUND HEALTH

By: _____

Name: _____

Title: _____

Date: _____