OraCore AI

BUSINESS ASSOCIATE AGREEMENT

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This Business Associate Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between:

[Covered Entity Name], a _____ organized under the laws of the State of [STATE], with its principal place of business at [Address] ("Covered Entity" or "CE"),

and

OraCore AI, Inc., a corporation organized under the laws of the State of Colorado, with its principal place of business at 1500 N. Grant St, Suite R, Denver, CO 80203 ("Business Associate" or "BA").

Covered Entity and Business Associate are each referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Covered Entity is a dental practice that is a "covered entity" as defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and the regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule") at 45 CFR Parts 160 and 164;

WHEREAS, Business Associate provides AI-powered dental scribe and clinical documentation services (the "Services") to Covered Entity pursuant to an underlying service agreement or subscription agreement between the Parties (the "Service Agreement"), and in connection with such Services, Business Associate creates, receives, maintains, or transmits Protected Health Information on behalf of Covered Entity;

WHEREAS, the Parties wish to comply with the requirements of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), as incorporated in the HIPAA Omnibus Rule (78 Fed. Reg. 5566, January 25, 2013), and all applicable regulations;

WHEREAS, the Parties intend to enter into this Agreement to ensure that Business Associate will appropriately safeguard Protected Health Information in accordance with HIPAA, the HITECH Act, and all applicable federal and state regulations;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I — DEFINITIONS

1.1 Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164, as amended from time to time.

1.2 The following terms shall have the meanings set forth below:

(a) "Breach" shall have the meaning given to such term under 45 CFR § 164.402, and shall include the unauthorized acquisition, access, use, or disclosure of Protected Health Information that compromises the security or privacy of such information, except where an exception under 45 CFR § 164.402(1) applies.

(b) "Designated Record Set" shall have the meaning given to such term under 45 CFR § 164.501.

(c) "Electronic Protected Health Information" or "ePHI" shall have the meaning given to such term under 45 CFR § 160.103, limited to information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

(d) "Individual" shall have the meaning given to such term under 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(e) "Protected Health Information" or "PHI" shall have the meaning given to such term under 45 CFR § 160.103, limited to information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

(f) "Required by Law" shall have the meaning given to such term under 45 CFR § 164.103.

(g) "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or the Secretary's designee.

(h) "Security Incident" shall have the meaning given to such term under 45 CFR § 164.304.

(i) "Subcontractor" shall have the meaning given to such term under 45 CFR § 160.103, and shall include any person or entity to whom Business Associate delegates a function, activity, or service involving the creation, receipt, maintenance, or transmission of PHI.

(j) "Unsecured Protected Health Information" shall have the meaning given to such term under 45 CFR § 164.402, and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. § 17932(h)(2).

ARTICLE II — OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

2.2 Safeguards. Business Associate shall implement and maintain appropriate administrative, physical, and technical safeguards, including written policies and procedures, that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, in accordance with the Security Rule at 45 CFR Part 164, Subpart C. Business Associate shall comply with the requirements of 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 with respect to ePHI, as required by the HITECH Act and the HIPAA Omnibus Rule.

2.3 Reporting of Security Incidents and Breaches.

(a) **Security Incidents.** Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware. Reports of Security Incidents that do not involve unauthorized access, use, or disclosure of PHI (e.g., unsuccessful attempts such as pings, port scans, or failed log-in attempts) may be provided in summary form on a periodic basis, as mutually agreed upon by the Parties.

(b) **Breaches of Unsecured PHI.** Business Associate shall report to Covered Entity any Breach of Unsecured Protected Health Information without unreasonable delay, and in no event later than sixty (60) calendar days after the discovery of such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day on which such Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Such report shall include, to the extent reasonably available:

(i) The identification of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed during such Breach;

(ii) A brief description of the nature of the Breach, including the date of the Breach and the date of its discovery;

(iii) A description of the types of Unsecured PHI involved in the Breach (e.g., full name, date of birth, diagnosis, treatment information, dental records);

(iv) Any steps Business Associate recommends that affected Individuals take to protect themselves from potential harm resulting from the Breach;

(v) A description of what Business Associate is doing to investigate the Breach, to mitigate harm to the affected Individuals, and to protect against further Breaches.

(c) **Cooperation.** Business Associate shall cooperate with Covered Entity in conducting any investigation, risk assessment, or notification obligations arising from a Breach or Security Incident, including compliance with the notification requirements set forth at 45 CFR §§ 164.404 through 164.408.

2.4 Subcontractors. Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate under this Agreement with respect to such PHI, in accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2).

2.5 Access to PHI. Business Associate shall make available to Covered Entity, within fifteen (15) business days of a written request, PHI in a Designated Record Set as necessary for Covered Entity to fulfill its obligations under 45 CFR § 164.524. If an Individual makes a request for access to PHI directly to Business Associate, Business Associate shall promptly forward such request to Covered Entity.

2.6 Amendment of PHI. Business Associate shall make available PHI for amendment and shall incorporate any amendments to PHI in a Designated Record Set as directed by Covered Entity, in accordance with 45 CFR § 164.526, within fifteen (15) business days of receiving such direction. If an Individual makes a request for amendment directly to Business Associate, Business Associate shall promptly forward such request to Covered Entity.

2.7 Accounting of Disclosures. Business Associate shall document and make available to Covered Entity or an Individual, within thirty (30) days of a written request, such information as is necessary for Covered Entity to fulfill its obligations to provide an accounting of disclosures in accordance with 45 CFR § 164.528. Business Associate shall maintain records of disclosures of PHI and information related to such disclosures for a period of at least six (6) years from the date of the disclosure.

2.8 Access to Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of

determining Covered Entity's compliance with the Privacy Rule, in accordance with 45 CFR § 164.504(e)(2)(ii)(I).

2.9 Mitigation. Business Associate shall take reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

ARTICLE III — PERMITTED USES AND DISCLOSURES

3.1 Services. Business Associate may use and disclose PHI solely as necessary to perform the Services specified in the Service Agreement on behalf of Covered Entity, provided that such use or disclosure would not violate HIPAA if done by Covered Entity, except as otherwise permitted in this Article III.

3.2 Management and Administration. Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that:

(a) Such uses are reasonably necessary for Business Associate's management and administration; and

(b) With respect to any disclosure of PHI for such purposes, (i) the disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the information will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to such person, and such person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3 Required by Law. Business Associate may use or disclose PHI as Required by Law.

3.4 De-Identified Data. Business Associate may use PHI to create de-identified health information in accordance with 45 CFR § 164.514(a)–(c), using either the Safe Harbor method described in 45 CFR § 164.514(b) or the Expert Determination method described in 45 CFR § 164.514(b)(1). Once data has been properly de-identified in accordance with HIPAA, it is no longer PHI and may be used by Business Associate for product improvement, analytics, research, and development purposes. Business Associate shall maintain documentation of the de-identification methodology as required by 45 CFR § 164.514(b) or (c).

3.5 Minimum Necessary. Business Associate shall, to the extent required by the Privacy Rule, limit its uses and disclosures of, and requests for, PHI to the minimum necessary to accomplish the

intended purpose of the use, disclosure, or request, in accordance with 45 CFR § 164.502(b) and the HITECH Act.

ARTICLE IV — OBLIGATIONS OF COVERED ENTITY

4.1 Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in the Covered Entity's Notice of Privacy Practices issued in accordance with 45 CFR § 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.

4.2 Changes in Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

4.3 Restrictions. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.4 Authorizations. Covered Entity shall obtain any and all consents, authorizations, and/or other permissions that may be required under applicable federal or state law prior to furnishing PHI to Business Associate.

4.5 Permissible Requests. Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under HIPAA or applicable state law if done by Covered Entity.

ARTICLE V — TERM AND TERMINATION

5.1 Term. This Agreement shall become effective as of the Effective Date and shall remain in effect for the duration of the Service Agreement between the Parties, unless earlier terminated as provided herein. This Agreement shall automatically terminate upon the termination or expiration of the Service Agreement, subject to the survival provisions of Section 5.4.

5.2 Termination for Cause. Either Party may terminate this Agreement if:

(a) The other Party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receiving written notice of the breach from the non-breaching Party; or

(b) If cure of the breach is not reasonably possible, the non-breaching Party may immediately terminate this Agreement upon written notice to the breaching Party.

5.3 Effect of Termination — Return or Destruction of PHI.

(a) Upon termination of this Agreement for any reason, Business Associate shall, at the option of Covered Entity, either return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, in all forms and media, including all copies thereof. Business Associate shall complete such return or destruction as promptly as practicable, but in no event later than sixty (60) calendar days after termination.

(b) If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall:

(i) Provide written notice to Covered Entity of the conditions that make return or destruction infeasible;

(ii) Extend the protections of this Agreement to such PHI for as long as Business Associate retains it;

(iii) Limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible; and

(iv) Return or destroy such PHI when it becomes feasible to do so.

(c) Business Associate may retain PHI as necessary to comply with legal obligations, including but not limited to regulatory audits, litigation holds, or tax and accounting requirements, provided that Business Associate continues to comply with the terms of this Agreement with respect to any PHI so retained.

5.4 Survival. The obligations of Business Associate under Sections 2.2 (Safeguards), 2.3 (Reporting), 2.7 (Accounting of Disclosures), and this Section 5.3 (Return or Destruction) shall survive the termination of this Agreement.

ARTICLE VI — MISCELLANEOUS

6.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles, to the extent not preempted by federal law.

6.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, relating to the subject matter of this Agreement. This Agreement supplements and is in addition to, and does not replace or supersede, the Service Agreement.

6.3 Amendment. This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both Parties. The Parties agree to take such action as is necessary to

amend this Agreement from time to time as is necessary for compliance with changes in HIPAA, the HITECH Act, and their implementing regulations.

6.4 No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors and permitted assigns any rights, remedies, obligations, or liabilities whatsoever.

6.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid, void, or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable.

6.6 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when: (a) delivered personally; (b) sent by confirmed email; or (c) three (3) business days after being sent by certified mail, return receipt requested, to the addresses set forth above or to such other address as either Party may designate by written notice.

6.7 Waiver. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it at a later time.

6.8 Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except that Business Associate may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided that the assignee agrees in writing to be bound by the terms of this Agreement.

6.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

6.10 Interpretation. Any ambiguity in this Agreement shall be resolved to permit compliance with HIPAA, the HITECH Act, and their implementing regulations.

SIGNATURE BLOCK

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the Effective Date.

COVERED ENTITY:

Practice Name:	[Practice Name]

Authorized Representative:	_____
Title:	_____
Signature:	_____
Date:	_____

BUSINESS ASSOCIATE:

Company Name:	OraCore AI, Inc.
Authorized Representative:	Brad Hutchison
Title:	Chief Executive Officer
Signature:	_____
Date:	_____

End of Business Associate Agreement