INFINX

Business Associate Agreement (HIPAA)

This Business Associate Agreement ("***Agreement***"), effective on the later of _____ or the Compliance Date (defined in Section 7.3 below), is entered into by and between TIS International (USA) Inc. dba Infinx Healthcare ("***Vendor***" or "***Business Associate***") and its customer named below ("***Customer***").

1. BACKGROUND AND PURPOSE. The Parties have entered into one or more contracts which require Vendor to be provided with, have access to, and/or create Protected Health Information (PHI) that is subject to the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act ("***HIPAA***") and codified at 45 C.F.R. parts 160 and 164 ("***Privacy Rule***") (the "***Underlying Contract(s)***"). This Agreement shall supplement and/or amend each of the Underlying Contract(s) only with respect to Vendor's receipt, use and creation of PHI under the Underlying Contract(s) to allow Customer to comply with §164.502(e) of the Privacy Rule. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this Addendum and in each of the Underlying Contract(s). Customer acknowledges that Business Associate's affiliated company, Infinx Services Pvt. Ltd., an Indian company whose address is Unit No. 1, SDF 1, SEEPZ, Andheri (E) Mumbai 400 096 India ("***Vendor's Affiliate***"), may perform certain of the services on behalf of Business Associate pursuant to the Underlying Contract(s) and shall act as a "***Subcontractor***" under the same meaning as set forth at 45 C.F.R. 160.103 of the Privacy Rule; provided, however that Business Associate shall remain responsible for compliance with all applicable provisions of this Agreement by Vendor's Affiliate.

2. DEFINITIONS. Unless otherwise defined in this Agreement, all capitalized terms used in this Addendum have the meanings ascribed in the Privacy Rule, provided, however, that **PHI** shall mean **Protected Health Information**, as defined in 45 C.F.R. § 164.501, limited to the information Vendor received from or created or received on behalf of Customer as Customer's Business Associate.

3. HITECH ACT COMPLIANCE. The Parties intend to protect the privacy and provide for the security of PHI disclosed to Business Associate in compliance with the HITECH Act. Specifically, the Parties shall comply with applicable requirements imposed on them pursuant to the enactment of the HITECH Act including, but not limited to, the following: a) Security of Electronic PHI; b) Reporting of Breaches; c) Access to PHI; d) Accounting of Disclosures; e) Minimum Necessary of PHI; f) Limitation on Marketing and Fundraising; g) Limitation on Sale of Electronic Health Records and PHI; and h) Notification of Restrictions to Use or Disclosure of PHI.

4. HITECH ACT APPLICABILITY. The Parties acknowledge that enactment of the HITECH Act amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, Business Associates under the HIPAA Privacy and Security Rules. To the extent not referenced or incorporated herein, requirements applicable to Business Associates under the HITECH Act are hereby incorporated by reference into this Agreement. The Parties agree to comply with applicable requirements imposed under the HITECH Act, as of the effective date of each such requirement, including monitoring federal guidance and regulations published pursuant to the HITECH Act and timely compliance with such guidance and regulations.

5. OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI. With regard to use and/or disclosure of PHI, Business Associate agrees to:

a. Not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.

b. Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for

by this Agreement.

c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or by Business Associate's Subcontractors in violation of the requirements of this Agreement. Business Associate shall provide all information and take all action reasonably requested by Customer and consistent with HIPAA standards to assist Customer in providing any required Notice and in otherwise investigating and responding to any improper use or disclosure or Security Incident (as defined in HIPAA).

d. Report to Covered Entity within 72 hours any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware or any Security Incident involving the PHI of which it becomes aware. Such notice shall identify each individual whose PHI has been, or is reasonably believed to have been, improperly accessed, acquired or disclosed.

e. Ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Provide access, at the request of Covered Entity, and in a prompt and reasonable manner consistent with the HIPAA regulations, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.

g. Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations.

h. Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a prompt and reasonable manner consistent with the HIPAA regulations or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

j. Provide to Covered Entity or an Individual, in a prompt and reasonable manner consistent with the HIPAA regulations, information collected in accordance with Section 3.1(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

k. Follow all rules and regulations enacted by the HITECH Act as referenced in this Agreement.

Except as otherwise specified in this Agreement, Vendor may make any and all uses and disclosures of PHI necessary to perform its obligations under the Underlying Contracts. Unless otherwise limited herein, Vendor may:

i. Use the PHI in its possession for its proper management and administration and to carry out the legal responsibilities of Vendor [§164.504 (e)(4)(i)].

ii. Disclose the PHI in its possession to a third party for the purpose of Vendor's proper management and administration or to carry out the legal responsibilities of Vendor, provided that the disclosures are required by law or that Vendor obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule [§164.504 (e)(4)(ii)].

iii. Provide Data Aggregation services relating to the health care operations of the Customer [§164.504(e)(2)(i)(B)].

iv. De-identify any and all PHI obtained by Vendor under this Agreement, and use such de-identified data all in accordance with the de-identification requirements of the Privacy Rule. [§164.502 (d)(1)].

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6. SUBCONTRACTORS. Business Associate shall ensure that any Subcontractors that create, receive, maintain or transmit PHI for or on behalf of Business Associate agree to: (i) the same restrictions and conditions that apply to the Business Associate with respect to such information, including implementation of reasonable and appropriate safeguards to protect electronic PHI as required by this Agreement, or as required by law; and, (ii) comply with 45 C.F.R. Subparts A and C of Part 164 [the Security Rule].

7. TERM. This Business Associate Agreement shall be effective until such time as all of the PHI maintained by Business Associate has been properly and completely destroyed, deleted, or returned to Customer as required herein. In the event it is infeasible for Business Associate to destroy, delete or return all PHI, the protections set forth herein are extended to such PHI in perpetuity.

8. TERMINATION BY CUSTOMER. Should Customer become aware of a breach of a material term of this Agreement by Vendor, the Customer shall provide Vendor with written notice of such breach in sufficient detail to enable Vendor to understand the specific nature of the breach. Customer shall be entitled to terminate the Underlying Contract associated with such breach if, after Customer provides the notice to Vendor, Vendor fails to cure the breach within a reasonable time period specified by Customer in such notice; provided, however, that such time period specified by Customer shall be based on the nature of the breach involved. [§164.504 (e)(1)(ii)(A), (B)].

9. EFFECT OF TERMINATION. Except as expressly provided herein, upon termination of this Business Associate Agreement and such other contracts and agreements that may exist between Customer and Business Associate pursuant to which Business Associate may be provided with, have access to, and/or create Protected Health Information (PHI), Business Associate shall return, delete, or destroy all PHI maintained by Business Associate on behalf of Customer. This provision shall also apply to any PHI that is in the possession of Business Associate's Subcontractors. In the event Business Associate determines that returning, deleting or destroying such PHI is infeasible, Business Associate shall so notify Customer of the conditions that make such destruction, deletion or return infeasible. Business Associate shall extend the protections of this Agreement to such PHI for as long as it maintains such PHI and shall limit the further uses and disclosures of such PHI to those purposes that make the deletion, destruction or return infeasible.

10. INDEMNITY AND INSURANCE. Business Associate agrees to indemnify and hold Customer harmless from and against any and all claims, demands, suits, losses, causes of action, penalties, fines or liability that Customer may reasonably sustain as a direct result of Business Associate's breach of the terms of this Agreement and/or Business Associate's improper use or disclosure of PHI, except to the extent arising from the acts of omissions of Customer. This indemnification shall include reasonable expenses, including attorney's fees, incurred in defending any such claim or action and shall also include reasonable expenses incurred by Customer in addressing, investigating, responding to and mitigating the effects of any such breach or improper use or disclosure. Business Associate shall maintain Professional Liability Privacy Breach insurance with coverage in an amount of not less than one (1) million dollars per claim and in the aggregate.

11. MISCELLANEOUS.

12.1 Interpretation. The terms of this Agreement shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow Customer to comply with the Privacy Rule. The bracketed citations to the Privacy Rule in several paragraphs of this Agreement are for reference only and shall not be relevant in interpreting any provision of this Agreement.

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

12.3 Compliance Date. For the purposes of this Agreement, the Compliance Date is defined as the date on which the Privacy Rule requires compliance by the Customer.

12.4 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles. Subject to Section 7.5 (Mediation/Arbitration), any action or proceeding arising out of or relating to this Agreement shall be brought in the United States District Court for the Northern District of California (or, if such court lacks jurisdiction, the courts of the State of California, Santa Clara County) and each party hereby submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding.

12.5 Mediation/Arbitration. If a dispute arises out of or relates to this Agreement, and if said dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any mediation or arbitration conducted pursuant to this paragraph shall be held in San Jose, California.

12.6 Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof. This Agreement may be amended only by a writing signed by authorized representatives of both Parties.

[Signatures on Immediately Following Page]

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IN WITNESS WHEREOF, each of the undersigned has caused this Business Associate Agreement to be duly executed in its name and on its behalf.

VENDOR:

TIS International (USA), Inc.

Jaideep Tandon Digitally signed by Jaideep Tandon Date: 2020.05.19 11:39:54 -07'00'

signature

Printed Name: Jaideep Tandon

Title: CEO

Date: 05/19/2020

Address:
4340 Stevens Creek Blvd, STE – 275
San Jose, CA, 95129

CUSTOMER:

_____
[printed legal name of Customer]

_____
signature

Printed Name: _____

Title: _____

Date: _____

Address:

_____

_____

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Provider Enrollment Form

In order to start using Infinx's Prior Authorization Software, you must first complete the fields below to enroll your organization and physicians.

Organization Information

- **Legal Business Name:** _____
- **Organization Tax ID:** _____
- **Organization NPI:** _____
- **Organization Address**
  - Street Address: _____
  - City: _____
  - State: _____
  - Zip Code: _____
- **Contact Information**
  - Full Name: _____
  - Email: _____
  - Phone Number: _____

Physician Information

Please complete the fields below for each of your physicians or send in an excel spreadsheet.

Physician 1

- Physician Full Name: _____
- Physician NPI: _____
- Physician Date of Birth: _____
- Physician Email: _____

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Physician 2

- Physician Full Name: _____
- Physician NPI: _____
- Physician Date of Birth: _____
- Physician Email: _____

Physician 3

- Physician Full Name: _____
- Physician NPI: _____
- Physician Date of Birth: _____
- Physician Email: _____

Physician 4

- Physician Full Name: _____
- Physician NPI: _____
- Physician Date of Birth: _____
- Physician Email: _____

Physician 5

- Physician Full Name: _____
- Physician NPI: _____
- Physician Date of Birth: _____
- Physician Email: _____

Physician 6

- Physician Full Name: _____
- Physician NPI: _____
- Physician Date of Birth: _____
- Physician Email: _____

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