

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made by and between Soundpath Health, Inc. ("Covered Entity"), and CollabHealth Plan, Inc. ("Business Associate"), as of the date last written below in the signature block (the "Effective Date").

RECITALS

WHEREAS, the parties have entered into an Administrative Services Agreement (the "Underlying Agreement") pursuant to which Business Associate provides certain administrative services for or on behalf of Covered Entity, which involves the receipt, Use, and Disclosure of Protected Health Information by Business Associate; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, (the "HITECH Act"), and regulations promulgated thereunder, and as may be amended from time to time (collectively, the "Privacy and Security Regulations"), and other applicable laws; and

WHEREAS, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into this Agreement, which contains specific requirements as set forth in the Privacy and Security Regulation.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1.0. Definitions.

1.1. "Breach" means the unauthorized acquisition, access, use, or disclosure of Protected Health Information not permitted by the Privacy and Security Regulations, which compromises the security, privacy, or integrity of Protected Health Information, and as more specifically defined in the Privacy and Security Regulations.

1.2. "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations.

1.3. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is transmitted by electronic media (as defined by the Privacy and Security Regulations) or is maintained in electronic media. Electronic PHI may be transmitted and maintained on devices such as cell phones, PDAs, text pagers, and USB static discs.

1.4. "Protected Health Information" or "PHI" means information, including demographic information, that (i) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or

future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. PHI includes, without limitation, Electronic PHI.

1.5. "Secretary" means the Secretary of the U.S. Department of Health and Human Services or his or her designee.

1.6. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance by the Secretary.

1.7. "Use" or "Uses" mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such PHI within Business Associate's internal operations.

1.8. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

2.0. Obligations of Business Associate. Business Associate shall comply with relevant portions of the Privacy and Security Regulations as those regulations apply to business associates, to the extent such compliance is required by the HITECH Act. More specifically, and insofar that Business Associate has access to, has been provided with, or will be creating PHI, Business Associate agrees to the following:

2.1. Permitted Uses and Disclosures of PHI. Business Associate shall Use and Disclose PHI only in the amount minimally necessary to perform the services pursuant to the Underlying Agreement for or on behalf of Covered Entity, provided that such Use or Disclosure would not violate the Privacy and Security Regulations if done by Covered Entity. Business Associate:

2.1.1. may Use PHI as necessary for the proper management and administration of its business or to carry out its legal responsibilities;

2.1.2. may Disclose PHI as necessary for the proper management and administration of its business or to carry out its legal responsibilities, if:

2.1.2.1. the Disclosure is required by law, or

2.1.2.2. Business Associate obtains reasonable assurance from the person to whom the PHI is Disclosed that the PHI will be held confidentially 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 agrees to notify Business Associate of any instances of which the person is aware in which the confidentiality of the PHI has been breached.

2.1.3 may Use PHI to report violations of law to appropriate federal and state authorities, in a manner consistent with the Privacy and Security Regulations.

Business Associate shall not Use or Disclose PHI for any other purpose.

2.2. Adequate Safeguards for PHI.

2.2.1. Business Associate shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by this Agreement.

2.2.2. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

2.3. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to 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 and Security Regulations.

2.4. Access to PHI. Business Associate shall make PHI maintained by Business Associate in a Designated Record Set available to Covered Entity, or as directed by Covered Entity, to the individual identified as being entitled to access, within a time frame and in a manner that is mutually acceptable to Business Associate and Covered Entity at the time of the request.

2.5. Amendment of PHI. Business Associate shall make PHI maintained by Business Associate in a Designated Record Set available to Covered Entity for the purpose of amendment and incorporating such amendments into PHI within a time frame and in a manner that is mutually acceptable to Business Associate and Covered Entity at the time of the request.

2.6. Accounting of Disclosures. Business Associate agrees to 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 the Privacy and Security Regulations. Upon Covered Entity's request, and within a time frame mutually agreed to by Business Associate and Covered Entity at the time of the request, Business Associate agrees to provide to Covered Entity the information collected by Business Associate to permit Covered Entity to respond to a request for an accounting of Disclosures in accordance with the Privacy and Security Regulations.

2.7. Reporting Breaches of PHI.

2.7.1. Business Associate shall report to Covered Entity:

2.7.1.1. Each access, acquisition, Use, or Disclosure that is made by Business Associate, its employees, representatives, agents, or subcontractors that is not permitted by this Agreement;

2.7.1.2. Any Security Incident of which it becomes aware. Business Associate hereby notifies Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents, such as pings, scams, and other trivial attempts to breach Business Associate's system, and Covered Entity acknowledges and agrees that no additional notification to Covered Entity of such unsuccessful Security Incidents is required; or

2.7.1.3. A Breach of Unsecured PHI. Business Associate shall notify Covered Entity of the Breach without unreasonable delay, and in no event later than fifteen (15) calendar days after Business Associate, or any of its employees or agents, discovered the Breach. Such notification shall include, to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach and any other information available to Business Associate about the Breach which is required to be included in the notification of the Breach provided to the individual in accordance with the Privacy and Security Regulations.

3.0. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made to:

Address: _____

Attention: _____

Phone: _____

4.0. Notice to Business Associate. Any notice required under this Agreement to be given to Business Associate shall be made to:

Address: _____

Attention: _____

Phone: _____

5.0. Mitigation and Cooperation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it for the Breach, Use, or Disclosure of PHI in violation of this Agreement.

6.0. Obligations of Covered Entity.

6.1 Covered Entity shall notify Business Associate in writing of any limitation(s) in its notice of privacy practices, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

6.2 Covered Entity shall notify Business Associate, in writing and in a timely manner, of any change in, or revocation of, permission by an individual to Use or Disclose PHI, to the extent that such change may affect Business Associate's permitted or required Use or Disclosure of PHI.

6.3 Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the Use and/or Disclosure of PHI, which Covered Entity has agreed to, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

6.4 Covered Entity shall have entered into "Business Associate Agreements" with any third parties (e.g., case managers, brokers or third party administrators) to which Covered Entity directs and authorizes Business Associate to disclose PHI.

6.5 Covered Entity shall limit Disclosures of PHI it makes to Business Associate to the minimum necessary for Business Associate to perform its obligations to Covered Entity under this Agreement, the Underlying Agreement, or as required by law.

7.0 Indemnification. Each party shall indemnify, defend and hold harmless the other party, its directors, officers, employees, and agents from and against any and all claims, actions, liabilities, judgments, losses, costs, fees and expenses, including, without limitation, reasonable attorney's fees (collectively, the "Losses") to the extent such Losses are incurred in the defense or settlement of a third party lawsuit or other third party action (or in satisfaction of a judgment or order arising therefrom), which lawsuit or other action seeks damages that are attributable or allegedly attributable to the acts or omissions of the indemnifying party or indemnifying party's material breach of this Agreement.

8.0. Termination Upon Breach Pattern or Practice by Covered Entity. If Business Associate knows of an activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, Business Associate must take reasonable steps to cure the breach or end the violation. If the steps to cure the material breach are unsuccessful, Business Associate must terminate this Agreement and the Underlying Agreement if feasible, or if termination is not feasible, report the activity to the Secretary. Within five (5) days of discovery, Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of Covered Entity that Business Associate believes constitutes a material breach or violation of Covered Entity's obligations under this Agreement, and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure or end the violation.

9.0. Termination Upon Breach Pattern or Practice by Business Associate. If Covered Entity knows of an activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Covered Entity must take reasonable steps to cure the breach or end the violation. If the steps to cure the material breach are unsuccessful, Covered Entity must terminate this Agreement and the Underlying Agreement if feasible, or if termination is not feasible, report the activity to the Secretary. Within five (5) days of discovery Covered Entity shall provide written notice to Business Associate of any pattern of activity or practice of Business Associate that Covered Entity believes constitutes a material breach or violation of Business Associate's obligations under this Agreement, and shall meet with Business Associate to discuss and attempt to resolve the problem as one of the reasonable steps to cure or end the violation.

10.0. Disposition of PHI Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if either return or destruction of PHI is not feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

11.0. Conflict. In the event there is a conflict between the language of this Agreement and the Underlying Agreement, the terms and conditions of this Agreement shall control.

12.0. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

13.0. Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement that apply to Business Associate with respect to such PHI.

14.0. Term. The term of this Agreement shall be the same as the term of the Underlying Agreement. The terms and conditions under this Agreement shall survive the termination of the Underlying Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated above.

Business Associate:

COLLABHEALTH PLAN SERVICES, INC.

By: _____

Title: _____

Dated: _____

Covered Entity:

SOUNDPATH HEALTH, INC.

By: _____

Title: _____

Dated: _____