



## BUSINESS ASSOCIATE SUBCONTRACTOR AGREEMENT

This Business Associate Subcontractor Agreement (“BA Agreement”), is made and entered into on this [REDACTED] day of [REDACTED], 2018 (“Effective Date”), by and between, OnCore, LLC (the “Business Associate”) and [REDACTED] (the “Subcontractor”), both referred to alternatively as the “Party”, or collectively the “Parties”.

WHEREAS, Business Associate has an arrangement to provide services on behalf of one or more organizations identified as a Covered Entity under 45 CFR §160.103. Business Associate has engaged the services of Subcontractor to assist in the completion of Business Associate’s scope of work under the arrangement with such Covered Entity.

WHEREAS, the Parties have an agreement dated [REDACTED] (the “Agreement”) under which the Business Associate Subcontractor may use and/or disclose Protected Health Information (PHI) to perform the following service(s): [REDACTED]. Both Parties are committed to complying with the Standards for Privacy and Security of Individually Identifiable Health Information (the “Privacy & Security Regulations”) promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and as it is updated, amended, or revised, including the requirement under 45 CFR §164.502(e)(2) to enter into a Business Associate Agreement with business associates who are subcontractors. This BA Agreement sets forth the terms and conditions pursuant to which Private Health Information that is created, received, maintained, or transmitted by the Subcontractor from or on behalf of the Business Associate, will be handled between the Subcontractor and the Business Associate and with third parties during the term of their Agreement and after its termination. The Parties agree as follows:

### **1. DEFINITIONS**

1.1 Administrative Safeguards. “Administrative Safeguards” has the same meaning as the term “administrative safeguards” in 45 C.F.R. §164.304, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.2 Breach. “Breach” has the same meaning as the term “breach” in 45 C.F.R. § 164.402, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.3 Breach of System Security. “Breach of System Security” means unauthorized acquisition of computerized data, limited to the information created, received, maintained, and/or transmitted by Subcontractor from or on behalf of Business Associate, that compromises the security, confidentiality, or integrity of Sensitive Personal Information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.

1.4 Business Associate. “Business Associate” shall include the named Business Associate herein. However, in the event that the Business Associate is otherwise a hybrid entity under the Privacy Regulation, that entity may appropriately designate a health care component of the entity, pursuant to 45 C.F.R. §164.105(a), as the Business Associate for purposes of this BA

Agreement.

1.5 Covered Entity. Covered Entity shall include all entities covered by the Notice of Privacy Practices (or privacy notice).

1.6 Designated Record Set. “Designated Record Set” has the same meaning as the term “designated record set” in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.7 Electronic Protected Health Information. “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, maintained, and/or transmitted, but limited to the information created, received, maintained, and/or transmitted by Subcontractor from or on behalf of Business Associate, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.8 Health Care Operations. “Health Care Operations” has the same meaning as the term “health care operations” in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.9 HITECH Act. “HITECH Act” means the Health Information and Technology for Economic and Clinical Health Act, as codified at 42 U.S.C. § 1790, which was adopted as part of the American Recovery and Reinvestment Act of 2009 on February 17, 2009.

1.10 Individual. “Individual” has the same meaning as the term “individual” in 45 C.F.R. § 160.103, as such provision is currently drafted and as it is subsequently updated, amended or revised, and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.11 Physical Safeguards. “Physical Safeguards” has the same meaning as the term “physical safeguards” in 45 C.F.R. §164.304, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.12 Privacy Officer. “Privacy Officer” has the same meaning as the term “privacy officer” in 45 C.F.R. § 164.530(a)(1), as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.13 Privacy Rule. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

1.14 Protected Health Information. “Protected Health Information” or “PHI” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created, received, maintained, and/or transmitted by Business Associate from or on behalf of Covered Entity, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.15 Required by Law. “Required by Law” has the same meaning as the term “required by law” in 45 C.F.R. § 164.103, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.16 Secretary. “Secretary” means the Secretary of the Department of Health and Human Services or her designee.

1.17 Security Incident. “Security Incident” has the same meaning as the term “security incident” in 45 C.F.R. § 164.304, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.18 Security Rule. “Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. parts 160, 162 and 164, subpart C.

1.19 Sensitive Personal Information. “Sensitive Personal Information” means: (1) an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (a) social security number; (b) driver’s license number; (c) account number or credit or debit card number in combination with any required security code, access, code, or password that would permit access to an individual’s financial account; or (2) PHI.

1.20 Subcontractor. “Subcontractor” shall include the named Subcontractor herein. However, in the event that the Subcontractor is otherwise a hybrid entity under the Privacy Regulation, that entity may appropriately designate a health care component of the entity, pursuant to 45 C.F.R. §164.105(a), as the Subcontractor for purposes of this BA Agreement.

1.21 Technical Safeguards. “Technical Safeguards” has the same meaning as the term “technical safeguards” in 45 C.F.R. §164.304, as such provision is currently drafted and as it is subsequently updated, amended or revised.

1.22 Unsecured PHI. “Unsecured PHI” means PHI that is not secured by a technology standard that (i) renders PHI unusable, unreadable, or indecipherable to unauthorized individuals, and (ii) is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## **2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

2.1 Services. Pursuant to the Agreement, Subcontractor provides services (“Services”) for the Business Associate that involve the creation, receipt, maintenance, and/or transmission of Protected Health Information. Except as otherwise specified herein, the Subcontractor may make any and all uses of Protected Health Information (“PHI”) necessary to perform its obligations under the Agreement. All other uses not authorized by this BA Agreement are prohibited. Moreover, Subcontractor may disclose Protected Health Information for the purposes authorized by this BA Agreement only (i) to its employees, subcontractors and agents, in accordance with Sections 3.1(f) and 3.1(l); (ii) as directed by the Business Associate; or (iii) as otherwise permitted by the terms of this BA Agreement including, but not limited to, Section 2.2(b) below. Even when PHI has been de-identified in accordance with the requirements of 45 C.F.R. § 164.514(b), Subcontractor may not disclose de-identified data for purposes unrelated to performance of the Services without prior written approval by the Business Associate.

2.2 Business Activities of the Subcontractor. Unless otherwise limited herein, the Subcontractor may:

- a. Use the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Subcontractor provided that such uses are permitted under state and federal confidentiality laws.
- b. Disclose the Protected Health Information in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Subcontractor, provided that the Subcontractor represents to the Business Associate, in writing, that (i) the disclosures are Required by Law; or (ii) the Subcontractor has entered into a Business Associate Agreement containing substantially similar (or more stringent) terms as this BA Agreement with any third party that creates, receives, maintains, or transmits PHI on behalf of the Business Associate.
- c. Use and/or disclose Protected Health Information as permitted under 45 C.F.R. § 164.512 except that uses or disclosures for research are not permitted without prior approval by the Business Associate.

2.3 Additional Activities of Business Associate. In addition to using the Protected Health Information to perform the Services set forth in Section 2.1 of this BA Agreement, Subcontractor may:

- a. Aggregate the Protected Health Information in its possession with the Protected Health Information of other covered entities that the Subcontractor has in its possession through its capacity as a business associate to those other covered entities provided that the purpose of such aggregation is to provide the Covered Entity and/or Business Associate with data analyses relating to the Health Care Operations of the Covered Entity. Under no circumstances may the Subcontractor disclose Protected Health Information of one covered entity to another covered entity absent the explicit authorization of the covered entity.
- b. De-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b), and further provided that the Covered Entity maintains the documentation required by 45 C.F.R. § 164.514(b) which may be in the form of a written assurance from the Subcontractor. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this BA Agreement.

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION**

3.1 Responsibilities of the Subcontractor. With regard to its use and/or disclosure of Protected Health Information, the Subcontractor will:

- a. Comply with the portions of the HIPAA Privacy Rule and Security Rule applicable to Business Associate Subcontractors;

- b. Use and/or disclose the Protected Health Information only as permitted or required by this BA Agreement or as Required by Law and to use appropriate safeguards to prevent impermissible use or disclosure of PHI.
- c. Report to the designated Privacy Officer of the Business Associate, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this BA Agreement of which Subcontractor becomes aware within three (3) business days of the Subcontractor's discovery of such unauthorized use and/or disclosure.
- d. Mitigate to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information or other Sensitive Personal Information of which the Subcontractor becomes aware and/or reports to the Business Associate.
- e. Implement Administrative, Physical and Technical Safeguards consistent with industry standards that reasonably and appropriately maintain the security of, prevent unauthorized use and/or disclosure of, and protect the confidentiality, integrity, and availability of any Electronic Protected Health Information or other Sensitive Personal Information it creates, receives, maintains, or transmits on behalf of Business Associate.
- f. At a minimum, Subcontractor shall employ Safeguards that are compliant with 45 C.F.R. Part 164, Subpart C and the National Institute of Standards and Technology ("NIST") guidelines.
- g. Require all of its subcontractors and agents that create, receive, maintain, or transmit Protected Health Information under this BA Agreement to agree, in the form of a Business Associate Agreement that meets the requirements at 45 C.F.R. § 164.314(a), to adhere to substantially similar or more stringent restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Subcontractor pursuant to Section 3 of this BA Agreement.
- h. Ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Business Associate.
- i. Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary, in the time and manner designated by the Secretary, for purposes of the Secretary's determination that the Business Associate and Subcontractor have complied with the Privacy Rule, subject to attorney-client and other applicable legal privileges.
- j. Within fourteen (14) days of receiving a written request from the Covered Entity or Business Associate, make available during normal business hours at Subcontractor's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information for purposes of enabling the

Covered Entity and/or Business Associate to determine the Subcontractor compliance with the terms of this BA Agreement.

- k. Within fifteen (15) days of receiving a written request from the Business Associate, provide to the Business Associate such information as is requested by the Business Associate to permit the Covered Entity and/or Business Associate to respond to a request by an Individual for an accounting of the disclosures of the Individual's Protected Health Information in accordance with 45 C.F.R. § 164.528.
- l. To the extent that Subcontractor is obligated to carry out one or more of Covered Entity and/or Business Associate's obligations under the Privacy Rule, comply with the Privacy Rule requirements that apply to the Covered Entity and/or Business Associate in the performance of such obligations;
- m. Subject to Section 5.4 below, return to the Business Associate or destroy, within sixty (60) days of the termination of this BA Agreement, the Protected Health Information in its possession and retain no copies;
- n. Disclose to its subcontractors, agents or other third parties only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted under the Agreement or this BA Agreement.
- o. Report to the designated Privacy Officer of the Business Associate, in writing, any Security Incident or unintentional use or disclosure of Unsecured PHI, identified internal/external breach of data, or disaster occurrence of which Subcontractor becomes aware within three (3) business days of the Subcontractor's discovery of such incident. The Subcontractor must include the following information, to the extent known, when reporting a breach:
  - (i) Identification of the individual whose Unsecured PHI has been, or is reasonably believed by the Subcontractor to have been, accessed, acquired, used, or disclosed during a breach;
  - (ii) Circumstances of the breach;
  - (iii) Date of the breach;
  - (iv) Date of the discovery;
  - (v) Type of PHI involved (such as full name, Social Security number, date of birth, home address, account number, or medical record number); and
  - (vi) Any other additional information the Business Associate requests.

This Section 3.1 will survive the termination of this BA Agreement solely with respect to the Protected Health Information that Subcontractor retains in accordance with Section 5.4 below because it is not feasible to return or destroy such Protected Health Information.

3.2 Responsibilities of the Business Associate. With regard to the use and/or disclosure of Protected Health Information by the Business Associate to the Subcontractor or the use and/or disclosure of Protected Health Information by the Subcontractor, the Business Associate will:

- a. Provide Subcontractor with a copy of its notice of privacy practices (the “Notice”) that the Covered Entity provides to Individuals pursuant to 45 C.F.R. §164.520.
- b. Notify the Subcontractor, in writing, of any changes in, or revocation of, the consent or authorization provided to the Covered Entity by Individuals pursuant to 45 C.F.R. §164.506 or §164.508, to the extent such changes may affect Subcontractor's use or disclosure of Protected Health Information.
- c. Notify the Subcontractor, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 C.F.R. parts 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Subcontractor under this BA Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by the Covered Entity, to the extent such restrictions may affect Subcontractor’s use or disclosure of Protected Health Information.
- d. Not request Subcontractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Business Associate.

**4. ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION**

4.1 Responsibilities of the Subcontractor with Respect to Handling of Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Subcontractor will:

- a. Within fifteen (15) days of receipt of a written request by the Business Associate, provide access to the Protected Health Information to the Business Associate or the Individual to whom such Protected Health Information relates or his or her authorized representative in order to meet a request by such Individual under 45 C.F.R. § 164.524.
- b. Within fifteen (15) days of receipt of a written request by Business Associate, make any amendment(s) to the Protected Health Information that the Business Associate directs pursuant to 45 C.F.R. § 164.526. Provided, however, that the Business Associate makes the determination that the amendment(s) are necessary because the Protected Health Information that is the subject of the amendment(s) has been, or could foreseeably be, relied upon by the Subcontractor or others to the detriment of the Individual who is the subject of the Protected Health Information to be amended.

4.2 Responsibilities of the Business Associate with Respect to the Handling of the Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Business Associate will:

- a. Notify the Subcontractor, in writing, of any Protected Health Information that Business Associate seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner and form in which the Subcontractor will provide such access.
- b. Notify the Subcontractor, in writing, of any amendment(s) to the Protected Health Information in the possession of the Subcontractor that the Subcontractor will be required to make and inform the Subcontractor of the time, form and manner in which such amendment(s) will be made.

4.3 HITECH Act Obligations. Subcontractor acknowledges that:

- a. Sections 164.306, 164.308, 164.310, 164.312, 164.314 and 164.316 of title 45 of the Code of Federal Regulations (regarding administrative, physical and technical security standards) apply to business associate subcontractors in the same manner in which such sections apply to Covered Entities. The provisions of the HITECH Act that impose additional requirements and standards on Covered Entities with respect to health information security are also applicable to business associate subcontractors and are hereby incorporated into the BA Agreement.
- b. The HITECH Act requires it to use or disclose PHI only if such use or disclosure is in compliance with all applicable requirements of Section 164.504(e) of the Privacy Rule. The additional requirements of the HITECH Act that impose requirements and standards on Covered Entities with respect to privacy are also applicable to business associate subcontractors and are hereby incorporated into the BA Agreement.

4.4 Survival. Sections 4.1 and 4.2 of this BA Agreement will survive the termination of this BA Agreement, provided that Business Associate determines that the Protected Health Information being retained pursuant to Section 5.4 below constitutes a Designated Record Set.

## **5. TERM AND TERMINATION**

5.1 Term. This BA Agreement will become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 5. In addition, certain provisions and requirements of this BA Agreement will survive its expiration or other termination in accordance with Section 8.5 herein.

5.2 Termination by the Business Associate. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Business Associate may immediately terminate this BA Agreement and any related agreements if the Business Associate makes the determination that the Subcontractor has breached a material term of this BA Agreement. Alternatively, the Business Associate may choose to: (i) provide the Subcontractor with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Subcontractor an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty (30) days, Subcontractor must cure said breach within thirty (30) days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this BA Agreement and any related agreements. Nothing contained



in this Section 5.2 will be deemed to require the Business Associate to terminate this BA Agreement and the related agreements upon breach by Subcontractor of a material term of this BA Agreement if termination is not feasible, and the Subcontractor will have the right to report any such breach to the Secretary as provided for under 45 C.F.R. § 164.504(e)(1)(iii).

5.3 Termination by Subcontractor. If the Subcontractor makes the determination that a material condition of performance has changed under any Services Agreement or this BA Agreement, or that the Business Associate has breached a material term of this BA Agreement, Subcontractor may provide thirty (30) days written notice of its intention to terminate this BA Agreement and the Services Agreement. Subcontractor agrees, however, to in good faith cooperate with Business Associate to find a mutually satisfactory resolution to the matter prior to terminating and further agrees that, notwithstanding this provision, it will not terminate this BA Agreement so long as any other agreement is in effect.

5.4 Effect of Termination. Upon termination, Subcontractor will return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J), if it is feasible to do so. Prior to doing so, the Subcontractor will recover any Protected Health Information in the possession of its subcontractors or agents. If it is not feasible for the Subcontractor to return or destroy said Protected Health Information, the Subcontractor will notify the Business Associate in writing. The notification will include: (i) a statement that the Subcontractor has determined that it is not feasible to return or destroy the Protected Health Information in its possession; and (ii) the specific reasons for such determination. Subcontractor will extend any and all protections, limitations and restrictions contained in this BA Agreement to the Subcontractor's use and/or disclosure of any Protected Health Information retained after the termination of this BA Agreement, and limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible. If it is not feasible for the Subcontractor to obtain, from a subcontractor or agent any Protected Health Information in the possession of the subcontractor or agent, the Subcontractor must provide a written explanation to the Business Associate and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this BA Agreement and its Business Associate Agreements with the subcontractors and agents to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. Subcontractor's obligations under this Section 5.4 will not apply to Protected Health Information that is the subject of other agreements between Business Associate and Subcontractor to the extent those other agreements survive the termination, and Subcontractor may retain any Protected Health Information necessary to Subcontractor's services under any other agreements with Business Associate.

## **6. ACKNOWLEDGEMENTS**

Each Party acknowledges and agrees that:

- a. It is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this BA Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary

corporate or other actions and will not violate any provision of any license, corporate charter or bylaws.

- b. Neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. Each Party certifies to the other Party that it will not enter into any agreement the execution and/or performance of which would violate or interfere with this BA Agreement.
- c. It is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition.
- d. All of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this BA Agreement are or will be appropriately informed of the terms of this BA Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this BA Agreement including, without limitation, the requirement that modifications or limitations to which the Business Associate has agreed to adhere regarding the use and disclosure of Protected Health Information of any Individual that materially affect and/or limit the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Subcontractor, in writing, and in a timely fashion.
- e. It will reasonably cooperate with the other Party in the performance of their mutual obligations under this BA Agreement and their respective obligations under HIPAA.

## **7. INDEMNIFICATION**

The Parties will indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this BA Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Rule, the Security Rule, or the HITECH Act by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. This indemnification provision is enforceable against Business Associate only to the extent authorized under the constitution and laws of the State of North Dakota.

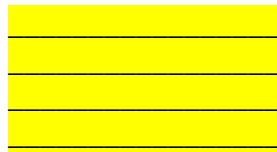
## **8. MISCELLANEOUS**

8.1 Amendments; Waiver. This BA Agreement may not be modified, nor will any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for Business Associate to comply with the requirements of the

Privacy Rule, the Security Rule, HIPAA, and the HITECH Act. A waiver with respect to one event will not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

8.2 No Third Party Beneficiaries. Nothing express or implied in this BA Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

8.3 Notices. Any notices to be given under this BA Agreement will be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile.



OnCore, LLC  
325 7th Street South  
Suite 200  
Fargo, ND 58103

Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

8.4 Counterparts; Facsimiles. This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original. Facsimile copies hereof will be deemed to be originals.

8.5 Severability. This provisions of this BA Agreement shall be severable, and if any provision of this BA Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this BA Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained in this BA Agreement.

8.6 Governing Law and Venue. This BA Agreement and the rights of the Parties will be governed by and construed in accordance with the laws of the State of North Dakota and all applicable Federal laws. Jurisdiction of any litigation with respect to this BA Agreement shall be in the State of North Dakota, with venue in a court of competent jurisdiction located in Cass County.

8.7 Interpretation. Any ambiguity in this BA Agreement shall be interpreted to permit compliance with the HIPAA Rules. To the extent of any conflict or inconsistency between the terms of this BA Agreement and the Agreement, the terms of this BA Agreement will govern. Except as modified or amended under this BA Agreement, the Agreement remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned has caused this BA Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

**SUBCONTRACTOR**

**BUSINESS ASSOCIATE**

\_\_\_\_\_

\_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Privacy Officer:** \_\_\_\_\_