FAIR MARKET HEALTH · FOR PARTICIPANTS

Business Associate Agreement

Version **Oct. 26, 2026** Document ID **BAA-2026-10-26**

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into and agreed to be effective as of the date of Participant's affirmative electronic assent (the "Effective Date"), by and between the practice or practitioner identified in the electronic assent record below, on behalf of itself and its affiliates and subsidiaries (collectively and individually, as applicable, "Participant" or "Covered Entity"), and FAIR MARKET HEALTH LLC ("Business Associate"). The individual providing electronic assent represents that he or she is authorized to bind Participant, including all necessary persons and affiliates to this Agreement.

1 Definitions

Unless otherwise provided in this Agreement, capitalized terms and phrases that are used herein shall have the same meanings as set forth in 45 C.F.R. Parts 160, 162, and 164 (the "HIPAA Regulations"), implementing the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act ("HIPAA"), which definitions are incorporated into this Agreement by reference. "Engagement" means the Fair Market Health Participation Agreement between Participant and Business Associate, as amended, and the services Business Associate performs for or on behalf of Participant under it.

2 Permitted Use and Disclosure of PHI

Business Associate shall only Use or Disclose Protected Health Information ("PHI") received from, or created or received on behalf of, Covered Entity consistent with the "minimum necessary" requirements applicable to covered entities set forth in 45 C.F.R. § 164.514(d) and only:

a. As Required By Law or as permitted or required by this Agreement or the Engagement, but not, pursuant to 45 C.F.R. § 164.502(a)(3), in such a manner that would violate 45 C.F.R. Part 164 if done by Covered Entity;

b. In circumstances in which PHI has been de-identified in accordance with 45 C.F.R. § 164.514(a)-(c);

c. To provide Data Aggregation services related to the Health Care Operations of Covered Entity, to the extent that such services are included within the Engagement; and

d. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures are Required By Law, or Business Associate 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2A 42 C.F.R. Part 2

Business Associate acknowledges that, to the extent any information received under this Agreement also constitutes a "record" under 42 C.F.R. Part 2, Business Associate will (i) treat such records consistent with the confidentiality and redisclosure restrictions of Part 2 as aligned with the HIPAA Privacy Rule, (ii) not redisclose such records except as permitted under Part 2 and this Agreement, and (iii) not use or disclose such records to initiate or substantiate any criminal or civil action against a patient, absent patient consent or an authorizing court order.

3 Obligations and Activities of Business Associate

Pursuant to 45 C.F.R. §§ 164.504 & 164.314, Business Associate shall:

a. Use appropriate Administrative, Physical, and Technical Safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent Use or Disclosure of PHI other than as provided by this Agreement;

b. As soon as reasonably practical, but not later than ten (10) business days following discovery thereof, report to Covered Entity any Security Incident or Use or Disclosure of PHI not specifically permitted or required by this Agreement of which Business Associate becomes aware, including any Breach of Unsecured PHI as required by 45 C.F.R. § 164.410, supplementing the information required by 45 C.F.R. § 164.410(c) as it becomes available, and cooperate with Covered Entity in assessing and mitigating any harmful effects resulting therefrom. This Section constitutes notice of the ongoing occurrence of unsuccessful Security Incidents that do not result in unauthorized access to, or Use or Disclosure of, PHI, for which no further notice is required;

c. In accordance with 45 C.F.R. §§ 164.308(b)(2) & 164.502(e)(1)(ii), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree, pursuant to a written contract, to the same requirements, restrictions, and conditions that apply to Business Associate with respect to such information;

d. To the extent Business Associate maintains PHI in a Designated Record Set, within ten (10) business days following a request from Covered Entity, make PHI in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, and forward to Covered Entity within five (5) business days any such request received directly from an Individual;

e. To the extent Business Associate maintains PHI in a Designated Record Set, make any amendments to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526 and take any other measures necessary to satisfy Covered Entity's obligations thereunder;

f. Maintain and make available to Covered Entity, within ten (10) business days following a request therefor, the information required to provide an accounting of disclosures necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;

g. To the extent Business Associate is to carry out one or more of Covered Entity's obligations with respect to the privacy or security of PHI, comply with the applicable HIPAA Regulations in the performance of such obligations;

h. Pursuant to 45 C.F.R. §§ 160.310(c) & 164.502(a)(4)(i), make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received on behalf of, Covered Entity available to the Secretary of Health and Human Services; and

i. **Artificial Intelligence.** Business Associate shall not Use or Disclose PHI, or permit any Subcontractor to Use or Disclose PHI, to train or fine-tune any artificial intelligence or machine learning model, except (i) using information de-identified in accordance with 45 C.F.R. § 164.514(a)-(c), or (ii) as otherwise expressly authorized in writing by Covered Entity. Business Associate may use artificial intelligence or machine learning tools to perform the Engagement, provided that any vendor of such a tool that receives PHI is bound by a business associate agreement and is not permitted to use PHI to train its own models. Business Associate shall identify to Covered Entity, upon request, any Subcontractor that processes PHI using an artificial intelligence or machine learning tool and shall prohibit its workforce from using PHI in any artificial intelligence tool not covered by a business associate agreement.

3A Obligations of Covered Entity

Covered Entity shall:

a. Notify Business Associate of any limitation in its notice of privacy practices under 45 C.F.R. § 164.520, any change in or revocation of an Individual's permission to Use or Disclose PHI, and any restriction agreed to under 45 C.F.R. § 164.522, to the extent it may affect Business Associate's Use or Disclosure of PHI;

b. Disclose to Business Associate only the minimum PHI necessary for the Engagement, and identify any records subject to 42 C.F.R. Part 2 at or before the time of disclosure;

c. Obtain any consent or authorization required by law for its disclosure of PHI to Business Associate; and

d. Not request that Business Associate Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except as permitted by Sections 2(c) and 2(d).

4 Term and Termination

a. **Term.** This Agreement is effective on the Effective Date and applies to any PHI Business Associate received from or on behalf of Covered Entity before the Effective Date. Unless sooner terminated as provided herein, it shall continue in effect until the termination of the Engagement.

b. **Termination for Cause.** Pursuant to 45 C.F.R. § 164.504(e)(1)(ii)–(iii) and (e)(2)(iii), either party may terminate this Agreement if it reasonably determines that the other party has violated a material term of this Agreement or its obligations under the HIPAA Regulations and the other party fails to

cure the violation within thirty (30) days after written notice, or immediately if cure is not possible. Either party may terminate the Engagement upon termination of this Agreement.

c. **Obligations Upon Termination.** Upon the termination of this Agreement for any reason, Business Associate shall, if feasible, return to Covered Entity or destroy, at Business Associate's election, all PHI received from, or created or received on behalf of, Covered Entity under this Agreement that Business Associate (or its agents or Subcontractors) maintains in any form and retain no copies thereof. If return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such PHI.

d. **Survival.** Section 4(c), along with the obligations in 3(i), 5(f), 5(g), and 5(i), shall survive the termination of this Agreement.

5 Miscellaneous

a. **Regulatory References.** Any reference in this Agreement to a section of the HIPAA Regulations means the section as in effect or as amended.

b. **Relationship of Parties.** Business Associate is an independent contractor and not an employee or agent of Covered Entity. The parties agree and acknowledge that Covered Entity does not have control over, nor the authority to direct, the operational activities or conduct of Business Associate.

c. **Construction and Amendment.** The parties agree to amend this Agreement from time to time as is necessary for compliance with the HIPAA Regulations and any other applicable law. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Regulations. In the event one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall be unaffected. This Agreement supersedes all prior agreements and understandings between the parties relating to the subject matter hereof and may only be modified in writing.

d. **Waiver.** A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

e. **Documentation.** Business Associate shall maintain the documentation required by the HIPAA Regulations for the periods they require.

f. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party and its directors, officers, and employees (the "Indemnified Party") for third-party claims, regulatory inquiries and monetary penalties, reasonable costs of breach notification and mitigation required by law, and related losses, liabilities, and reasonable attorneys' fees, arising out of a violation by the Indemnifying Party, its agents, or its Subcontractors of the HIPAA Regulations or any material provision of this Agreement. The Indemnified Party shall give the Indemnifying Party prompt written notice of any such claim (in all events within thirty (30) days), with a copy of it, and shall cooperate reasonably in its investigation and defense; late notice relieves the Indemnifying Party only to the extent it is prejudiced. The Indemnifying Party shall control the defense and settlement, including selection of counsel, but shall not settle or admit fault on the Indemnified

Party's behalf without its prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

g. **Limitation of Liability.** EXCEPT FOR A PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT: (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS; AND (II) EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING UNDER SECTION 5(f), TOGETHER WITH ANY LIABILITY UNDER THE ENGAGEMENT ARISING FROM THE SAME FACTS, SHALL NOT EXCEED ONE MILLION DOLLARS ($1,000,000). Amounts payable to third parties or governmental authorities under Section 5(f), and reasonable costs of breach notification and mitigation required by law, are direct damages.

h. **Insurance.** Business Associate shall obtain and maintain, at its sole expense, cyber liability insurance covering privacy and network security liability and breach response costs, with limits of not less than $1,000,000 per claim and in the aggregate. Business Associate shall notify Covered Entity within thirty (30) days after any cancellation or non-renewal of such coverage that is not replaced. Upon request, Business Associate shall provide Covered Entity with a certificate of insurance evidencing such insurance coverage.

i. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and its workforce, and use commercially reasonable efforts to make its agents and Subcontractors, available to Covered Entity to testify as witnesses or otherwise in the event of litigation or administrative proceeding against Covered Entity or its directors, officers, or employees based upon a claimed violation of HIPAA arising out of Business Associate's performance of services to Covered Entity, except in circumstances in which Business Associate is named as an adverse party. Such assistance shall be at no cost where the claim arises from Business Associate's violation of this Agreement; otherwise, Covered Entity shall reimburse Business Associate's reasonable expenses.

j. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, any rights, remedies, or obligations upon any person other than the parties hereto and their respective successors or assigns.

k. **Hierarchy.** This Agreement is governed by Section 30 of the Participation Agreement.

l. **Notices and Reporting.** Any notice or report required or permitted by this Agreement, including any report under Section 3(b), shall be in writing and shall be deemed delivered (i) upon receipt when hand-delivered, sent by nationally recognized overnight courier, or sent by certified mail, return receipt requested, to the recipient's notice address, or (ii) when sent by email to the recipient's privacy contact email address, provided the sender does not receive notice that the email was undeliverable, in each case as set forth below. Changes to such addresses may be made by written notice as provided in this Section.

Electronic assent

The parties execute this Agreement as of the Effective Date through Participant's affirmative electronic assent. Fair Market Health keeps the following record and emails a copy to the signer.

PARTICIPANT (COVERED ENTITY)	FAIR MARKET HEALTH LLC (BUSINESS ASSOCIATE)
Practice legal name · Signer name & title	Fair Market Health LLC
Date & time of electronic assent	Notice address: 334 N St Francis Ave, Suite 415, Wichita, KS 67202
Notice address (from sign-up)	Agreement version: BAA-2026-10-26
Privacy contact email (provided at acceptance)	Privacy contact email: support@fairmarkethealth.com