



RFT Business Associate Agreement

Effective as of October 06, 2026

This Business Associate Agreement ("**Agreement**") govern the legal relationship between the Customer ("**Covered Entity**") and RF Technologies, LLC ("**Business Associate**") for the services provided to the **Covered Entity** ("**Business Relationship**"). In this **Agreement**, the Supplier and Customer shall be referred to as the "**Parties**."

1. As part of the **Business Relationship**, **Business Associate** will perform or assist in performing a function or activity on behalf of the **Covered Entity** that involves the access and/or use of Protected Health Information as defined in 45 CFR 160.103 ("**PHI**").
2. The Parties desire to enter into this Business Associate Agreement for the purpose of safeguarding **PHI** in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology Economic and Clinical Health Act of 2009 (the "**HITECH Act**"), and associated implementing regulations of HIPAA and the HITECH Act (HIPAA and the HITECH Act and all associated regulations are together referred to as the "**Regulations**").

Now therefore, for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the Parties agree as follows:

3. Definitions

- 3.1. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Breach Notification, Data Aggregation, Designated Record Set, De-Identified Information Disclosure (Disclose), Electronic Protected Health Information, Electronic Transactions Rule, Enforcement Rule, Genetic Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Sale, Secretary, Security Incident, Security Rule, Subcontractor, Transaction, Unsecured Protected Health Information, and Use. .
- 3.2. "**Business Associate**" is defined in Preamble and shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement.
- 3.3. "**Covered Entity**" is defined in Preamble and shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. Part 160.103.
- 3.4. "**HIPAA Rules**" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
- 3.5. "**HITECH Act**" shall mean the American Recovery and Reinvestment Act of 2009 (P.L. 111-5), Div. A, Title XIII and Div. B, Title IV, the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder.
- 3.6. "**PHI**" means any Protected Health Information that is received, maintained, transmitted, or utilized for any purpose in electronic form by Business Associate on behalf of Covered Entity.

4. Obligations and Activities of Business Associate

- 4.1. **Business Associate** agrees to not Use or Disclose **PHI** other than as permitted or required by the Agreement or as Required by Law;
- 4.2. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent Use or Disclosure of **PHI** other than as provided for by the Agreement, and communicate changes in said security practices within 30 days;
- 4.3. Report to **Covered Entity** as soon as possible any Use or Disclosure of **PHI** not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 C.F.R. Part 164.410, and any Security Incident of which it becomes aware;



- 4.4. In accordance with 45 C.F.R. Part 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive maintain, or transmit **PHI** on behalf of the **Business Associate** agree to the same restrictions, conditions, and requirement that apply to the **Business Associate** with respect to such information;
 - 4.5. Make available **PHI** in a Designated Record Set to **Covered Entity** as necessary to satisfy **Covered Entity's** obligations under 45 C.F.R. Part 164.524, including furnishing upon **Covered Entity's** request or direction an electronic copy of **PHI** that is maintained in a Designated Record Set;
 - 4.6. Make any amendment(s) to **PHI** in a Designated Record Set as directed or agreed to by the **Covered Entity** pursuant to 45 C.F.R. Part 164.526;
 - 4.7. Maintain and make available the information required to provide an accounting of Disclosures to **Covered Entity** as necessary to satisfy **Covered Entity's** obligations under 45 C.F.R. Part 164.528;
 - 4.8. To the extent the **Business Associate** is to carry out one or more of **Covered Entity's** obligation(s) under Subpart E of 45 C.F.R. Part 164 ("**Privacy of Individually Identifiable Health Information**"), comply with the requirements of such Subpart E that apply to the **Covered Entity** in the performance of such obligation(s);
 - 4.9. Make its internal practices, books, and records available to the Secretary for the purpose of determining compliance with the **HIPAA Rules**;
 - 4.10. Not participate in the Sale of Protected Health Information;
 - 4.11. Not Use or Disclose Genetic Information for underwriting purposes in violation of the **HIPAA Rules**;
 - 4.12. Comply with the Electronic Transaction Rule and any applicable corresponding requirements adopted by HSS with respect to any Electronic Transactions conducted by **Business Associate** on behalf of **Covered Entity** in connection with the services provide under the Agreement;
 - 4.13. To the extent that **Business Associate** is also considered a Qualified Service Organization, with access to protected substance abuse treatment information, **Business Associate** agrees to the following:
 - 4.13.1. In receiving, storing, processing or otherwise dealing with any protected substance abuse information from **Covered Entity**, b is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.
 - 4.13.2. If necessary, **Business Associate** will resist in judicial proceedings any efforts to obtain access to protected substance abuse information unless access is expressly permitted under 42 C.F.R. Part 2.
 - 4.13.3. **Business Associate** acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense;
 - 4.14. **Business Associate** shall encrypt all **PHI** transmitted, received, processed, stored, or maintained on electronic media, both while in transit and at rest, in accordance with the guidance established under the **HIPAA Rules**.
- 5. Representations of Business Associate**
- 5.1. **Business Associate** agrees that it is directly liable under the **HIPAA Rules** and the **HITECH Act** and is subject to civil and, in some cases, criminal penalties for making Uses and Disclosures of **PHI** that are not authorized by this Agreement or required by Law. **Business Associate** also acknowledges that it is liable and subject to civil penalties for failing to safeguard Electronic Protected Health Information in accordance with the HIPAA Security Rule. **Business Associate** shall indemnify, defend and hold **Covered Entity** and it's affiliates from and against claims, demands and losses caused by, arising out of, or resulting from **Business Associate's** (or it's subcontractor's or agent's) violation of the **HIPAA Rules**.
- 6. Permitted Uses and Disclosures by Business Associate**
- 6.1. **Business Associate** shall not Use or Disclose **PHI** relating to **Covered Entity**, except as expressly permitted under and consistent with this Section 4.
 - 6.2. **Business Associate** may Use or Disclose **PHI** as necessary to perform the Services set forth in **MSA**.
 - 6.3. **Business Associate** may Use or Disclose **PHI** as required by law.



- 6.4. **Business Associate** agrees to make Uses and Disclosures and requests for **PHI** subject to the following Minimum Necessary requirements:

In accordance with **HIPAA's** Minimum Necessary standard, **Business Associate** shall make reasonable efforts to ensure that its access to **PHI** in connection with its services for the **Covered Entity** shall be limited to the minimum necessary information to accomplish the intended purpose of any particular use, disclosure, or request. Further, **Business Associate** shall support any determinations it makes with respect to the minimum necessary standard in rational justification that, as applicable, (i) reflects the technical capabilities of the **Business Associate** and (ii) factors in relevant privacy and security risks. **Business Associate** shall record and maintain documentation of all such determinations consistent with reasonable recordkeeping practices and the **HIPAA Rules**.

- 6.5. **Business Associate** may not Use or Disclosure **PHI** in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by **Covered Entity**.

7. Notification of Breach

- 7.1. If **Business Associate** discovers a Breach of **PHI**, the **Business Associate** shall, following the discovery of the Breach of Unsecured **PHI**, notify the Covered Entity of such breach in accordance with Section 5.
- 7.2. A Breach is treated as discoverable by **Business Associate** within five (5) days following when such breach is known to **Business Associate** or, by exercising reasonable diligence, would have been known to **Business Associate**. **Business Associate** shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the **Business Associate**.
- 7.3. **Business Associate** shall provide the notification required under this Section 5 without unreasonable delay and in no case later than 15 calendar days after the discovery of the Breach.
- 7.4. The notification shall include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been or is reasonably believed by **Business Associate** to have been, accessed, acquired, used, or disclosed during the Breach.
- 7.5. **Business Associate** shall provide the **Covered Entity** with any other available information that the **Covered Entity** is required to include in notification under 45 C. F.R. Part 164.404(c) at the time of the notification by **Business Associate**, and any information that is not then available promptly after such information becomes available. Information to be provided includes, to the extent possible:
- 7.5.1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- 7.5.2. A description of the types of Unsecured **PHI** that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); and
- 7.5.3. A brief description of what **Business Associate** is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

8. Term and Termination

- 8.1. The Term of this Agreement shall be deemed effective as the **Effective Date** of the signed Proposal and shall continue until terminated by either party, unless otherwise provided in this **Agreement**.
- 8.2. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, **Business Associate**, with respect to **PHI** received from **Covered Entity**, or created, maintained, or received by **Business Associate** on behalf of **Covered Entity**, shall:
- 8.2.1. Retain only that **PHI** which is necessary for **Business Associate** to continue its proper management and administration or to carry out its legal responsibilities;
- 8.2.2. Return to **Covered Entity** (or, if agreed to by **Covered Entity**, destroy) the remaining **PHI** that the **Business Associate** still maintains in any form;



- 8.2.3. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic **PHI** to prevent Use or Disclosure of the **PHI**, other than as provided for in this Section for as long as **Business Associate** retains the **PHI**;
- 8.2.4. Not Use or Disclose the **PHI** retained by **Business Associate** other than for the purposes for which such **PHI** was retained; and
- 8.2.5. Return to **Covered Entity** (or, if agreed to by **Covered Entity**, destroy) the **PHI** retained by **Business Associate** when it is no longer needed by **Business Associate** for its proper management and administration or to carry out its legal responsibilities.
- 8.3. If so directed by **Covered Entity**, **Business Associate** will transmit any **PHI** received from **Covered Entity**, or created, maintained, or received by **Business Associate** on behalf of **Covered Entity**, to another **Business Associate** of **Covered Entity** at termination.
- 8.4. **Business Associate** shall be responsible for compliance with the obligations described in Section 6(b) with respect to any applicable **PHI** created, received, or maintained by Subcontractors of the **Business Associate**.
- 8.5. **Survival.** Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, any warranties, indemnities, limitation of liabilities and all payment obligations, will remain in effect after termination or expiration hereof.

9. Miscellaneous

- 9.1. **Regulatory References.** A reference in this Agreement to a section the **HIPAA Rules** means the section as in effect or as amended.
- 9.2. **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the **HIPAA Rules** and any other applicable law. No amendment, modification, supplement or termination of any provision of this Agreement, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and duly executed by the Parties to this Agreement. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.
- 9.3. **Interpretation.** The Parties hereto agree that this Agreement is the product of negotiation between sophisticated parties and individuals, all of whom were represented by, or had the opportunity to be represented by legal counsel, and each of whom had an opportunity to participate in, the drafting of each provision hereof. Accordingly, ambiguities in this Agreement, if any, shall not be construed strictly or in favor or against either Party but rather shall be given a fair and reasonable construction. Any ambiguity in this Agreement shall be interpreted to permit compliance with the **HIPAA Rules**.
- 9.4. **Governing Law.** The Agreement and the rights and obligations of the Parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rule.
- 9.5. **Counterparts.** This Agreement may be executed by the Parties on any number of separate counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail, portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.
- 9.6. **Severability.** Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transaction contemplated hereby to be unreasonable.
- 9.7. **Notice.** Any notice required under this Agreement shall be in writing and shall be given by (i) delivery in person, (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing.