

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "**Agreement**"), dated \_\_\_\_\_, 2026 (the "**Effective Date**"), is by and between OMH-HealthEdge Holdings Inc. dba Omega Healthcare Management Services®, on behalf of itself and its subsidiaries, a Delaware corporation, having its principal place of business at 2424 N. Federal Hwy., Ste. 205, Boca Raton, FL 33431 ("**Company**") and \_\_\_\_\_, a \_\_\_\_\_ [corporation or limited liability company], having its principal place of business at \_\_\_\_\_ ("**Contractor**"). Company and Contractor are hereinafter sometimes referred to collectively as the "**Parties**" and individually as a "**Party**."

**WHEREAS**, Company is a "Business Associate" of a "Covered Entity" and Contractor is a "Business Associate" as such terms are defined below.

**WHEREAS**, Contractor may, in the course of performing its duties under \_\_\_\_\_, dated \_\_\_\_\_, 202\_ (the "**Service Agreement**"), create, receive, maintain or transmit Protected Health Information (sometimes referred to as "**PHI**"), as defined below, of individuals covered under employer-sponsored group plans that are considered Covered Entities under 45 CFR § 160.103, thus necessitating a written agreement that meets the applicable requirements of the Privacy Rule and Security Rule, as defined below.

**WHEREAS**, the Parties intend to protect the privacy and provide for the security of PHI disclosed to Contractor in connection with this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 ("**HIPAA**") and the regulations promulgated thereunder, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 (the "**HIPAA Regulations**"), and other applicable laws, in each case, as amended from time to time; and

**WHEREAS**, HIPAA Regulations require the Parties to enter into an agreement containing certain requirements with respect to the use and disclosure of PHI.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the Parties agree as follows:

### 1. **Definitions**

a. **General**: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Breach Notification Rule, Designated Record Set, Disclosure, Enforcement Rule, Electronic Transactions Rules, Health Care Operations, HITECH Act, HHS, Individual, Minimum Necessary, Notice of Privacy Practices, PHI, Required By Law, Secretary, Security Incident, Security Rule, Business Associate, Unsecured PHI, and Use.

#### b. **Specific Definitions**:

(i) **Business Associate**. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103.

(ii) **Covered Entity**. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

(iii) Electronic Health Record. “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.

(iv) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, including the 2013 Omnibus Rule amendments.

## **2. Obligations of Contractor.**

a. Contractor agrees not to use or disclose PHI other than as permitted or required by the Agreement or as required by law;

b. Contractor agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

c. Contractor agrees to report to Company any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware;

d. To the extent the Contractor is to carry out one or more of Company’s or the relevant Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, Contractor shall comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

e. Contractor shall make its internal practices, books, and records available to the Company, Company’s clients and Secretary for purposes of determining compliance with the HIPAA Rules.

### **f. Information Safeguards.**

i. Privacy of PHI. Contractor will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI. The safeguards must reasonably protect PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.

ii. Security of Electronic PHI. Contractor will comply with the Security Rule and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on Company’s behalf.

iii. Subcontractors. Contractor shall not share any PHI with any third party including its subcontractors, unless permitted expressly by Company in writing. If subcontracting is permitted by Company, Contractor will require each of its subcontractors to agree, in a written agreement with Contractor, to comply with the provisions of the Security Rule; to appropriately safeguard PHI created, received, maintained, or transmitted on behalf of the Contractor; and to apply the same restrictions and conditions that apply to Contractor with respect to such PHI.

g. Prohibition on Sale of PHI. Contractor shall not engage in any sale (as defined in the HIPAA Rules) of PHI.

g. Penalties for Noncompliance. Contractor acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.

i. Reporting. Contractor shall report to Company any use or disclosure of PHI that is not permitted by this Agreement, any potential Breach of Unsecured PHI and/or any Security Incident of which Contractor becomes aware **not more than forty-eight (48) hours** after Contractor discovers such non-permitted use or disclosure, Breach or Security Incident. Contractor shall deliver the initial notification in writing, which must include a reasonably detailed description of the incident (including the date of the incident, the date of the discovery of the incident, a description of the initial mitigation steps taken to contain the incident, and an assessment of the level of compromise to PHI, if known) and the steps Contractor is taking, and would propose, to mitigate or terminate the incident. Furthermore, Contractor shall supplement the initial notification, no more than four (4) business days following discovery (or following the date additional information becomes reasonably available to Contractor), with information including: (i) the identification of each individual whose PHI was or is believed to have been involved; (ii) a reasonably detailed description of the types of PHI involved (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) ; (iii) a description of the plan to correct the compromises to Company's data and to prevent reoccurrences of the event in the future; (iv) all other information reasonably requested by Company, including all information necessary to enable Company to perform and document a risk assessment in accordance with 45 C.F.R. Part 164 subpart D; and (v) all other information necessary for notice to be provided to individuals, the U.S. Department of Health and Human Services ("HHS") or the media, if required. An initial notification to Company shall not be delayed because Contractor has not confirmed an incident, has not completed an investigation or does not have all the information needed to provide a complete report. Contractor shall also notify Company, in writing, within the timeframes and in the manner outlined in this Agreement, of any unauthorized use or disclosure of PHI by its subcontractor(s) (or subcontractors' agent(s)), in addition to any adverse or material negative changes in its security protocols or related corrective action against personnel performing related IT security services for Company, not permitted by this Agreement. Contractor will treat a potential Breach as being discovered in accordance with 45 CFR § 164.410. If a delay is requested by a law-enforcement official in accordance with 45 CFR § J 64.412, Contractor may delay notifying Company for the applicable time period.

j. De-identification. Contractor shall not be permitted to de-identify any and all PHI created or received by Contractor under this Agreement.

k. Accounting of disclosures. Contractor agrees to document the disclosures of PHI as would be required for Company to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528. Contractor agrees to provide to Company, in the time and manner reasonably designated by Company, the information collected in accordance with this Agreement, to permit Company to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528. In addition, with respect to information contained in an Electronic Health Record, Contractor shall

document, and maintain such documentation for six (6) years from date of disclosure if such disclosures as would be required for Company to respond to a request by an individual for an accounting of disclosures of information contained in an Electronic Health Record, as required by Section 13405(c) of Subtitle D (Privacy) of the American Recovery and Reinvestment Act of 2009 and related regulations issued by the Secretary from time to time.

l. Availability of Information. Contractor agrees to provide access, at the request of Company, and in the time and manner reasonably designated by Company, to PHI in a Designated Record Set, to Company or, as directed by Company, to an individual in order to meet the requirements under 45 C.F.R. 164.524. Company's determination of what constitutes "PHI" or a "Designated Record Set" shall be final and conclusive. If Contractor provides copies or summaries of PHI to an individual it may impose a reasonable, cost-based fee in accordance with 45 C.F.R. 164.524 (c)(4).

m. Offshoring. Contractor agrees that no PHI may be created, received, maintained, accessed or transmitted outside of the United States of America.

n. Remedies. In case of any breach by Contractor of its obligations hereunder or under HIPAA and in case of any Security Incident, Contractor shall be liable for paying the following expenses as appropriate considering the severity of the breach: (a) expenses incurred to provide warning or notice to Company's or its client's former and current employees, suppliers, customers, users and other persons and entities whose personal information may have been disclosed or compromised as a result of the Security Incident (the "Affected Persons") and to law-enforcement agencies, regulatory bodies or other third parties as required to comply with law, including privacy laws, or as otherwise directed by Company; (b) expenses incurred either by Company or through Company's or its client's retention of an independent third party forensic investigator, legal counsel, or any other third party, to investigate assess or remediate the Security Incident and to comply with laws and/or relevant industry standards; (c) expenses related to the reasonably anticipated and commercially recognized consumer data breach mitigation efforts, including, but not limited to costs associated with the offering of credit monitoring for a period of at least twelve (12) months or such longer time as is required by laws or any other similar protective measures designed to mitigate any damages to the Affected Persons; (d) expenses incurred to retain a call center or to develop any internal or external communication materials in order to respond to inquiries regarding the Security Incident for a period of at least one hundred eighty (180) days or such longer time as is required by law; (e) fines, penalties, or interest that Company or its client pays to any governmental or regulatory authority; (f) legal expenses incurred in connection with an Security Incident or to address any claims by third parties as a result of the Security Incident or investigation by law-enforcement agencies or regulatory bodies.; and (g) expenses incurred for the retention of a public relations or crisis management firm in order to manage communications on behalf of Company or its client related to any Security Incident.

### **3. Permitted Uses and Disclosures by Contractor.**

a. Contractor may only use or disclose PHI as necessary to perform the services set forth in Service Agreement.

b. Contractor may use or disclose PHI as required by law.

c. Contractor will, in its performance of the functions, activities, services, and operations specified above, use, disclose, and request only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except in situations described in 45 CFR §164.502(b)(2) where the minimum necessary standard does not apply. The Parties each acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.

#### **4. Term and Termination.**

a. Term. The Term of this Agreement shall be effective as of the Effective Date, and shall terminate on the date the Company terminates this Agreement for cause as authorized in paragraph (b) of this Section.

b. Termination for Cause. Company may terminate this Agreement if Contractor violates a term of the Agreement.

c. Obligations of Contractor upon Termination. Upon termination of this Agreement for any reason, Contractor, with respect to PHI received from Company, or created, maintained, or received by Contractor on behalf of Company, shall:

1. Return to Company or, if agreed to by Company destroy the remaining PHI that the Contractor still maintains in any form;

2. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR 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 Contractor retains the PHI; and

3. Not use or disclose the PHI retained by Contractor other than for the purposes for which such PHI was retained and subject to the same conditions set out at in Section 3 above under “Permitted Uses and Disclosures By Contractor” which applied prior to termination.

#### **5. Indemnity.**

Contractor agrees to indemnify, defend and hold harmless Company and its clients, employees, trustees, professional staff, subcontractors, representatives and agents (collectively, the “Indemnities”) from and against any and all claims (whether in law or in equity), obligations, actions, causes of action, suits, debts, judgments, losses, fines, penalties, damages, expenses (including attorney’s fees), liabilities, lawsuits or costs incurred by Company and its Indemnities which arise or result from a breach of the terms and conditions of this Agreement, a violation of HIPAA, or a Breach by Contractor or its employees, agents or subcontractors. The indemnification obligations hereunder shall not be subject to any limitations of liability or remedies in the Service Agreement. This Section 5 will survive any termination of this Agreement.

#### **6. Audits, Inspection and Enforcement.**

Company may during normal business hours, inspect the facilities, systems, books, procedures and records of Contractor to monitor compliance with this Agreement and applicable laws. Contractor shall always cooperate and permit access to Company’s representatives to its

premises to carry out such inspections. Contractor shall promptly remedy any violation of any term of this Agreement and applicable laws and shall certify the same to Company in writing.

**7. Miscellaneous.**

a. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

b. Amendment. If any of the regulations promulgated under HIPAA or the HITECH Act are amended or interpreted in a manner that renders this Agreement inconsistent therewith, this Agreement shall be deemed to be automatically amended to the extent necessary to comply with such amendments or interpretations. The Parties agree to further 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.

c. Agreement. The Parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that an amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI.

d. Interpretation. The provisions of this Agreement shall prevail over any provisions in the Service Agreement that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Service Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the HIPAA Regulations. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

e. Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other Party as directed by such Party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission or personal or courier delivery.

f. Facsimile and Counterparts. This Agreement may be signed by facsimile and executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as of the Effective Date.

<b>OMH-HealthEdge Holdings Inc.</b>	_____
Signature: _____	Signature: _____
Name: Anurag Mehta	Name: _____
Title: Chief Executive Officer	Title: _____