

- (e) ensure that any agents, including subcontractors, to whom SAFESTEP provides Health Information received from PROVIDER or Affiliated Entities agrees to the same restrictions and conditions that apply to SAFESTEP with respect to such Health Information;
 - (f) make the Health Information available in accordance with the HIPAA Regulations;
 - (g) make available Health Information for amendment and incorporate any amendments to Health Information in accordance with the HIPAA Regulations;
 - (h) make its internal practices, books and records relating to the use and disclosure of Health Information received from the PROVIDER available to the Secretary of Health and Human Services for purposes of determining the PROVIDER's compliance with the HIPAA Regulations;
 - (i) return or destroy all Health Information received from the PROVIDER which SAFESTEP maintains in any form at the termination of this Agreement; and
 - (j) incorporate any amendments or corrections to the Health Information which may be requested pursuant to the HIPAA Regulations.
3. **Audit Rights.** In order to allow PROVIDER to certify its compliance with the HIPAA Regulations, SAFESTEP shall permit PROVIDER, at PROVIDER's expense and on five (5) days prior notice, to audit SAFESTEP's systems and services, with specific emphasis on SAFESTEP's compliance with the provisions of this Section. Such audit, which may be conducted by PROVIDER's personnel under obligations of confidentiality or by an independent auditing firm, will not interfere unreasonably with SAFESTEP's business activities, and will be conducted no more than once per calendar year, unless PROVIDER has received a request from the Secretary of Health Human Services, or unless a previous audit has disclosed a material issue indicating non-conformance to the provisions of this BAA. PROVIDER will use information received during an audit solely for the purposes of the Agreement and will otherwise maintain the confidentiality of such information.
4. **Breach.** In addition to any other rights PROVIDER may have in this BAA, the Agreement or by operation of law, PROVIDER may immediately terminate this BAA and the Agreement, if SAFESTEP breaches this BAA.
5. **Sanctions.** PROVIDER and SAFESTEP agree that use and disclosure of personal health information beyond the scope of the services provided for in this Agreement will be considered breach of this Agreement and PROVIDER will have the right to impose any sanctions it receives upon SAFESTEP should such sanctions be imposed due to the improper use or disclosure of PHI by SAFESTEP.
6. **Third Party Rights.** The terms of this BAA are not intended nor should they be construed to grant any rights to parties other than SAFESTEP and PROVIDER.
7. **Applicable Law and Forum.** This BAA shall be interpreted and construed in accordance with the laws of the State of New York. Any action arising under or relating to this BAA shall be brought in the federal or state courts located in New York. Each party hereto consents to the jurisdiction of the foregoing courts.
8. **Waiver.** No delay or omission on the part of either party in exercising any right hereunder shall operate as a waiver of such right or of any other right under this BAA. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any further occasion. The election of either party of a particular remedy on default will not be

exclusive of any other remedy, and all rights and remedies of the parties hereto will be cumulative.

9. Amendments. Any amendment to this BAA shall not be binding on either of the parties to this BAA unless such amendment is in writing and executed by the party against whom enforcement is sought.
10. Notices. Any notices required or permitted under this BAA shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, proper postage prepaid, properly addressed to the address of the addressee set forth above or to such other more recent address of the addressee of which the sending party has received written notice.
11. Severability. Should any provision set forth herein conflict with any provision of the underlying Agreement with regard to patient health information and the parties responsibilities for maintaining confidentiality and security, then the provision of this addendum will prevail.
12. Authority. Each party has full power and authority to enter into and perform this BAA, and the person signing this BAA on behalf of each party has been properly authorized and empowered to enter into this BAA.

IN WITNESS WHEREOF, the parties hereto have signed this BAA.

SafeStep, Inc.

By: _____ Date: _____
Josh White, DPM, CPed

Provider

By: _____ Date: _____