HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is made the 1st day of December 2025, ("Effective Date"), by and between Tehama County Health Services Agency with an address of P.O. Box 400 Red Bluff, CA 96080 ("Covered Entity") and **XFERALL, LLC** with an address at **111 Congress Ave., Ste. 400, Austin, TX 78701** ("Business Associate").

ARTICLE 1
Applicability

1.1 Business Associate provides a mobile application that serves to automate the patient transfer process. During the course of the performance of such services, Business Associate may have access to certain individually identifiable health information maintained by Covered Entity. This Agreement applies to all present and future contracts and relationships between Covered Entity and Business Associate, written or unwritten, formal or informal, in which Covered Entity provides any Protected Health Information to Business Associate in any form whatsoever. As of the Effective Date, this Agreement automatically amends all existing agreements between Business Associate and Covered Entity involving the use or disclosure of Protected Health Information. This Agreement shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the use or disclosure of Protected Health Information, in which a business associate relationship exists, whether or not specifically referenced therein. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any other agreement between Business Associate and Covered Entity, the provisions of this Agreement shall control unless Covered Entity specifically agrees to the contrary in writing.

1.2 Business Associate acknowledges that the provisions of the Federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") of 2009 imposes certain privacy and security obligations on Business Associate under the HITECH Act and under existing privacy and security standards at 45 Code of Federal Regulations Parts 160 and 164.

ARTICLE 2
Terms Used in this Agreement

2.1 "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under the Privacy Standards of the HIPAA Regulations which compromises the security or privacy of the protected health information.

(a) For purposes of this definition, ***compromises the security or privacy of the protected health information*** means poses a significant risk of financial reputational, or other harm to the individual;

(b) A use or disclosure of protected health information that does not include the identifiers listed at § 164.514(e)(2) of the HIPAA Regulations; date of birth, and zip code does not compromise the security or privacy of the protected health information.

Breach excludes:

(a) Any unintentional acquisition, access, or use of protected health information for a workforce member or person acting under the authority of a covered entity or a business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Standards of the HIPAA Regulations.

(b) Any inadvertent disclosure by a person who is authorized to access protected health information at a covered entity or business associate to another person authorized to access protected health information at the same covered entity or business associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under subpart E of the HIPAA Regulations.

(c) A disclosure of protected health information where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2.2 "Designated Record Set" means a group of records maintained by or for Covered Entity that is:

(a) The medical records and billing records about the individuals maintained by or for the Covered Entity;

(b) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

(c) Used, in whole or in part, by or for the Covered Entity to make decisions about individuals. As used in this Agreement, the term "record" means any item, collection or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for the Covered Entity.

2.3 "Electronic Protected Health Information or EPHI" means Protected Health Information transmitted by or maintained in electronic media.

2.4 "Individually Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and:

(a) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

(b) Relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and

(1) Identifies the individual; or

(2) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

2.5 "Privacy Standards" means the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Part 160 and Part 164, subparts A and E.

2.6 "Protected Health Information or PHI" means Individually Identifiable Health Information that is:

(a) Transmitted by electronic media;

(b) Maintained in any electronic medium; or

(c) Transmitted or maintained in any other form or medium.

2.7 "Security Standards" means the Security Standards for Protection of Electronic Protected Health Information, 45 CFR Part 160 and Part 164, subparts A and C.

2.8 "Unsecured Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of Public Law 111-5 (HITECH Act) on the HHS website.

2.9 Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the HIPAA Privacy Standards and Security Standards.

ARTICLE 3
Obligations of Business Associate

3.1 Use of Protected Health Information. Business Associate may use or disclose Protected Health Information only as necessary to fulfill Business Associate's obligations under the Main Agreement or this Agreement or as required by law. Business

Associate shall use and disclose Protected Health Information only if such use or disclosure is in compliance with each applicable requirement of the Privacy Standards set forth at 45 C.F.R. §164.504(e). Business Associate shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, use Protected Health Information received from the Covered Entity in any manner that would constitute a violation of the Privacy Standards if used by the Covered Entity, except that Business Associate may use Protected Health Information (1) for Business Associate's proper services under the Agreement, or (2) to carry out its legal responsibilities.

3.2 Privacy Standards Requirements. Business Associate shall comply with the HIPAA Privacy Standards to the same extent required by Covered Entities (as that term is defined by 45 CFR § 160.103) as required by the HITECH Act §§ 13401 and 13404. Business Associate hereby agrees to maintain the security and privacy of all PHI in a manner consistent with state and federal laws and regulations, including HIPAA, 42 CFR Pt. 2 and all other applicable law.

3.3 Disclosure of Protected Health Information. Business Associate shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, disclose Protected Health Information received from the Covered Entity in any manner that would constitute a violation of the Privacy Standards if disclosed by the Covered Entity. To the extent Business Associate discloses Protected Health Information to a third party, Business Associate must obtain, prior to making any such disclosure: (1) reasonable assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (2) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the Protected Health Information to the extent it has obtained knowledge of such breach. Business Associate shall disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.

3.4 Safeguards Against Misuse of Information. Business Associate agrees that it will implement all appropriate safeguards to prevent the use or disclosure of Protected Health Information other than pursuant to the terms and conditions of this Agreement

3.5 Reporting of Disclosures of Protected Health Information. Business Associate shall, within five (5) days of becoming aware of a disclosure of Protected Health Information in violation of this Agreement by Business Associate, its officers, directors, employees, contractors or agents, or by a third party to which Business Associate disclosed Protected Health Information pursuant to Section 3.3 of this Agreement, report any such disclosure to the Covered Entity.

3.6 Breach Notification. Business Associate shall comply with requirements for notification of Covered Entity of Breach of Unsecured PHI as provided in 45 CFR § 164.400 et.seq.

3.7 Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate arising from a use or disclosure of

Protected Health Information by Business Associate in violation of the requirements of this Agreement or of Federal or state law or regulation.

3.8 Agreements with Third Parties. Business Associate shall enter into an agreement with any agent or subcontractor that will have access to Protected Health Information that is received from, or created and received by Business Associate on behalf of the Covered Entity, pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Business Associate pursuant to this Agreement with respect to such Protected Health Information.

3.9 Access to Information. Within five (5) days of a request by the Covered Entity for access to Protected Health Information about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such Protected Health Information for so long as such information is maintained by Business Associate in the Designated Record Set. In the event any individual requests access directly from Business Associate to Protected Health Information received from, or created or received by Business Associate on behalf of, the Covered Entity, Business Associate shall within two (2) days forward such request to the Covered Entity. Any denials of access to the Protected Health Information requested shall be the responsibility of the Covered Entity. If requested by Covered Entity, Business Associate agrees to comply with covered Entity's request to accommodate an individual's access to his or her PHI.

3.10 Availability of Protected Health Information for Amendment. Within ten (10) days of receipt of a request from the Covered Entity for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set (for so long as Business Associate maintains the Protected Health Information in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the Protected Health Information as required by 45 CFR § 164.526.

3.11 Accounting of Disclosures.

(a) Within ten (10) days of notice by the Covered Entity to Business Associate that it has received a request for an accounting of disclosures of Protected Health Information regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to the Covered Entity such information as is in Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 CFR § 164.528.

(b) At a minimum, Business Associate shall provide the Covered Entity with the following information:

(1) The date of the disclosure;

(2) The name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person;

(3) A brief description of the Protected Health Information disclosed; and

(4) A brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

(c) In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to the Covered Entity. It shall be the Covered Entity's responsibility to prepare and deliver any such accounting requested.

(d) Business Associate hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

3.12 Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, the Covered Entity available to the Secretary of the Department of Health and Human Services for purposes of determining the Covered Entity's and Business Associate's compliance with the Privacy Standards.

ARTICLE 4
Security of Electronic Protected Health Information

4.1 Security Safeguards. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity as required by the Security Standards. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides electronic protected health information created, received, maintained or transmitted on behalf of Covered Entity agrees to implement reasonable and appropriate safeguards to protect that information.

4.2 Security Rule Provisions. Business Associate shall comply specifically with HIPAA Security Rule provisions relating to: (a) Administrative Safeguards (45 CFR § 164.308); (b) Physical Safeguards (45 CFR § 164.310); (c) Technical Safeguards (45 CFR § 164.312); and (d) Policies and Documentation (45 CFR § 164.316).

4.3 Reporting of Security or Privacy Breaches. Business Associate shall, within five (5) days of becoming aware of a security or privacy breach by Business Associate, its officers, directors, employees, contractors or agents, or by a third party to which

Business Associate provided electronic protected health information, report any such breach to the Covered Entity.

4.4 Safeguards for Protection of PHI. Without limiting any other requirements set forth in this Agreement, Business Associate agrees that it (a) will protect and safeguard from any verbal and written disclosure all confidential information regardless of the type of media on which it is stored (e.g. paper, fiche, electronic files, etc.) with which it may come into contact in accordance with applicable statutes and regulations, including but not limited to HIPAA; (b) implement and maintain appropriate policies and procedures to protect and safeguard the PHI; (c) use appropriate safeguards to prevent use and disclosure of PHI other than as permitted by this agreement or as required by law. Business Associate acknowledges that Covered Entity is relying on the administrative, physical, and security safeguards of Business Associate in selecting Business Associate to provide services.

ARTICLE 5
Term and Termination

5.1 Term. The Term of this Agreement shall begin upon the Effective Date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy Protected Health Information, protections are extended to such information.

5.2 Destruction of PHI. At the termination of the Agreement for whatever reason, Business Associate agrees to return or certify that it has destroyed all Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity and will not retain any copies. If return or destruction is not feasible, Business Associate agrees to an extension of the protections of this Agreement for as long as necessary to protect Covered Entity's Protected Health Information and to limit further uses and disclosures to those purposes that make the return or destruction of Covered Entity's Protected Health Information unfeasible.

5.3 Consequences of Breach by Business Associate. On Covered Entity's learning of a material breach of this Agreement by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within fourteen (14) days of being notified by Covered Entity, or if cure or ending the violation is not possible, Covered Entity may terminate this Agreement and those portions of the Main Agreement that involve the disclosure to Business Associate of Covered Entity's Protected Health Information, or, if non-severable, the Main Agreement.

ARTICLE 6
Miscellaneous

6.1 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA and its applicable implementing regulation.

6.2 Notices. All notices pursuant to this Agreement must be given in writing and shall be effective when received if hand-delivered or sent by facsimile or upon dispatch if sent by a reputable overnight delivery service or by U.S. Mail, certified, return receipt requested and addressed as follows:

To Covered Entity: Tehama County Health Services Agency
P.O. Box 400
Red Bluff, CA 96080

To Business Associate: XFERALL, LLC
ATTN: Privacy Officer
111 Congress Ave., Ste. 400
Austin, TX 78701

6.3 Change in Law. On the enactment of any federal law or regulation, or law or regulation of any state to whose jurisdiction Covered Entity is subject, affecting the use or disclosure of Covered Entity's Protected Health Information, or on the publication of any decision of a court of the United States or of any state to whose jurisdiction Covered Entity is subject relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to Business Associate, amend this Agreement in such manner as Covered Entity determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within thirty (30) days of receipt of Covered Entity's notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement and those portions of the Agreement that involve the disclosure to Business Associate of Covered Entity's Protected Health Information, or, if nonseverable, the Agreement by written notice to the other.

6.4 Jurisdiction and Venue. This Agreement is governed by the laws of the State of Texas and the federal government. Venue shall be in Travis County, Texas.

6.5 Severability. In the event that any provision of this Agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written above.

BUSINESS ASSOCIATE:

XFERALL, LLC

By: Chris Mountzouris, Chief Operating Officer

Date: 11/20/2025

COVERED ENTITY:

Tehama County Health Services Agency

By: Jayme S. Bottke, Executive Director

Jayme S Bottke

Date: 11-20-25