

BAA

Aesthetic Record Business Associate Agreement

This Business Associate Agreement ("Agreement") is made and entered into by and between Aesthetic Record LLC ("Aesthetic Record," "we," "us," or "our"), a provider of software and technology solutions, and an Aesthetic Record Subscribed Client ("Covered Entity," "you," or "your").

This Agreement outlines our obligations concerning the privacy and security of Protected Health Information ("PHI") in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including 45 CFR Parts 160 and 164, as amended from time to time ("Privacy Rules and Security Rules"), and certain provisions of the Health Information Technology for Economic and Clinical Health Act ("HITECH") and its implementing regulations. This Agreement is required by 45 CFR 164.504 and shall be construed in compliance with HIPAA, HITECH, and their related regulations.

Definitions

For the purposes of this Agreement:

- **Protected Health Information (PHI):** Information in any format created, received, maintained, or transmitted by us on your behalf that relates to an individual's past, present, or future physical or mental health condition, the provision of healthcare, or payment for healthcare and that identifies or can reasonably be used to identify an individual.
- **Electronic PHI (ePHI):** PHI that is transmitted or maintained in electronic media.
- **Breach:** The acquisition, access, use, or disclosure of PHI in a manner not permitted under HIPAA Privacy Rules that compromises the security or privacy of such information, potentially causing financial, reputational, or other harm to an individual.

Obligations of Aesthetic Record

1. **Use and Disclosure of PHI:** We will not use or disclose PHI except as permitted by this Agreement, required by law, or necessary for our management and administration or legal responsibilities.
2. **Safeguards:** We will implement administrative, physical, and technical safeguards in compliance with 45 CFR 164.308, 164.310, 164.312, and 164.316 to prevent unauthorized use or disclosure of PHI.
3. **Subcontractors and Agents:** Any subcontractor or agent to whom we provide PHI must agree to the same restrictions and conditions that apply to us under this Agreement.
4. **Reporting of Unauthorized Use or Disclosure:** We will report any unauthorized use or disclosure of PHI, including security incidents, to you.
5. **Breach Notification:** Upon discovering a potential Breach of PHI, we will:
 - o Investigate and provide a written report within 48 hours detailing the nature and extent of the Breach.
 - o Take necessary actions to mitigate harm and prevent further unauthorized disclosures.
 - o Cooperate with you to facilitate investigations and fulfill notification obligations.
6. **Access and Amendment of PHI:** Upon your request, we will provide access to PHI and incorporate any requested amendments as required by HIPAA.
7. **Accounting of Disclosures:** We will maintain records and provide an accounting of disclosures of PHI upon request as long as the account is in active standing. Within 30 days of termination, any client records are permanently deleted. It is the client's responsibility to execute a data export either by contracting with Aesthetic Record or through manual means.
8. **HHS Compliance:** We will make our internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to determine compliance.
9. **Return or Destruction of PHI:** Upon termination of this Agreement, if feasible, we will return or destroy all PHI. If infeasible, we will extend the protections of this Agreement to the retained PHI and limit further use or disclosure.
10. **Indemnification:**
 - o We agree to indemnify, defend, and hold you harmless from any claims, liabilities, or damages resulting from a Breach caused by us, our agents, or subcontractors.
 - o You agree to indemnify, defend, and hold us harmless from any claims, liabilities, or damages resulting from a

Breach caused by you, your agents, or subcontractors.

Termination and Amendment

- **Termination for Cause:** If we determine that you have violated a material term of this Agreement, we may terminate our service agreements with you.
- **Amendments:** Given that HIPAA and related regulations may change, we agree to negotiate necessary amendments to this Agreement as required by law. If an amendment cannot be agreed upon within 30 days of notice, either party may terminate this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the subscription to Aesthetic Record's services.

User signature

Alicia Evans

A handwritten signature in black ink, appearing to be 'a' followed by a stylized flourish.

Signed on: 06/06/2025 04:25 PM

IP Address: 76.67.128.49