# HIPAA BUSINESS ASSOCIATE AGREEMENT

(VestraCare LLC as “VestraCare”)

OR

(Sagar Sharma, as Business Associate)

This HIPAA Business Associate Agreement ("Agreement") by and between VestraCare LLC. (“VestraCare”) and Sagar Sharma, (“Sharma”) is made and entered into effective the \_\_21st\_ day of May 2021 (“Agreement Effective Date”).

# RECITALS

1. VestraCare wishes to disclose certain information, some of which may be Protected Health or Private Information (collectively referred to as "PHI") as defined below, to Business Associate pursuant to the terms of an arrangement whereby Business Associate provides services to or performs functions on behalf of VestraCare.
2. VestraCare and Business Associate intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996 Public Law l04.191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “Privacy and Security Rules”); and with the requirements of Subtitle D the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery & Reinvestment Act of 2009 (Public Law 111-5) 42 U.S.C. Sections 17921-17954 (“HITECH”) and other applicable laws.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. **Definitions.**

**(a)** **Breach** means the unauthorized access, acquisition, use, or disclosure of PHI which compromises the security or privacy of PHI, except where: (1) an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information; (2) any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of a covered entity or business associate (a) was made in good faith and within the course and scope of the employment or other professional relationship of such employee, or individual, respectively, with the covered entity or business associate; and (b) such information is not further acquired, accessed, or used or disclosed by any person; or (3) any inadvertent disclosure, by a person who is otherwise authorized to access PHI at a covered entity or business associate, to another person at the same covered entity or business associate provided that any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization.

Any acquisition, access, use or disclosure of PHI in a manner not permitted by the above paragraph is presumed to be a “Breach” unless Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors: (i) the nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the PHI or to whom the disclosure was made; (iii) whether the PHI was actually acquired or reviewed; and (iv) the extent to which the risk to the PHI has been mitigated.

**(b)** **Business Associate** shall have the meaning given to such term under the Privacy and Security Rules. The parties acknowledge and agree that Business Associate is an independent subcontractor and is not an agent of VestraCare.

**(c) Covered Entity** shall have the meaning given to such term under the Privacy and Security Rules.

**(d)** **VestraCare** shall have the meaning given to in this Agreement in the headings.

**(e)** **Data Aggregation** means the combining of Protected Health Information by a Business Associate created or received in its capacity as a Business Associate of another VestraCare, to permit the creation of data for analyses that relate to the health care operations of the respective Covered Entities.

**(f)** **Designated Record Set** means a group of records maintained by or for a VestraCare that is: (1) the individual’s medical and billing records or (2) used in whole or in part, by or for the VestraCare to make decisions about the individual. A Designated Record Set does not include: (a) duplicate information maintained in other systems; (b) data collected and maintained for research; (c) data collected and maintained for peer review purposes; (d) psychotherapy notes; (e) information compiled in reasonable anticipation of litigation or administrative action; (f) employment records; (g) student records; and (h) source data interpreted or summarized in the individual’s medical record such as pathology slides and diagnostic film.

**(g) Disclosure** means the release, transfer, provision of access to, or divulging in any other manner, of Protected Health Information, outside Business Associate’s organization, i.e., to anyone other than its employees who have a need to know or have access to the Protected Health Information.

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

**(i) Electronic Protected Health Information or "EPHI"** means Protected Health Information, as defined herein, that is transmitted by or maintained in electronic media. For purposes of this Agreement, unless otherwise specified, any obligations of Business Associate relating to Protected Health Information shall also apply to EPHI.

**(j) Health Care Operations** shall have the meaning given to such term under HIPAA’s Privacy and Security regulations and includes quality assessment and improvement, credentialing health care professionals, conducting or arranging for medical review, legal services and auditing functions, business planning and development and business management and general administrative duties. The term Health Care Operations does not include marketing and fundraising activities of the VestraCare or Business Associate.

**(k)** **Identity Theft** is a fraud committed or attempted using the identifying information of another person without authority.

**(l) Identifying Information** is any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number.

**(m) Individual** means the person who is the subject of the Protected Health Information.

**(n) Individually Identifiable Health Information** means information that is a subset of health information, including demographic information collected from an Individual, that: (a) is created or received from 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 (i) identifies the Individual; or (ii) with respect to which there is a reasonable basis to believe that the information can be used to identify the Individual.

**(o) Limited Data Set** means information that excludes names, postal address (other than city, state, and zip code), telephone and fax numbers, email address, social security and medical record numbers, health plan numbers, account numbers, certificate license numbers, vehicle identifiers and serial numbers including license plate numbers, device identifiers and serial numbers, Web Universal Resource Locators, Internet Protocol address numbers, biometric identifiers including finger and voice prints and full face photographic images and any comparable images.

**(p) Personal Health Record** means an electronic record of Individually Identifiable Health Information on an Individual that can be drawn from multiple sources and that is managed, shared, and controlled by or for the Individual.

**(q) Private Information** is unencrypted personal information in combination with any one or more of the following data elements:1) social security number; 2) driver’s license or non-driver identification card number; or 3) account number, credit or debit card number, in combination with any required security or access code which would permit access to an Individual’s financial account. For purposes of this policy all references to Protected Health Information include Private Information.

**(r) Protected Health Information** or “**PHI**” means any information, whether oral or recorded in any form or medium that: (i) relates to the past, present or future physical or mental 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; (ii) identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual; and (iii) was received from VestraCare or created or received by Business Associate on behalf of VestraCare.

**(s)** **Red Flag** means a pattern, practice or specific activity that indicates the possible existence of Identity Theft.

**(t) Secured Protected Health Information** means Protected Health Information rendered unusable, unreadable or indecipherable to unauthorized individuals only if one or more of the following applies:

**(i)** Electronic Protected Health Information has been encrypted as specified in the HIPAA Security Rule by: (i) the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of confidential process or key and such confidential process or key that might enable decryption has not been breached; or (ii) Encryption processes tested by NIST and judged to meet this standard including:

**a)** Valid encryption processes for data at rest consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices;

**b)** Valid encryption processes for data in motion that comply with Federal Information Processing Standards (FIPS) 140-2 including standards described in NIST Special Publications 800-2, guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include others which are FIPS 140-2 validated;

**(ii)** The media on which the Protected Health Information is stored or recorded has been destroyed in one of the following ways:

**a)** Paper, film, or other hard copy media have been shredded or destroyed such that the Protected Health Information cannot be read or otherwise cannot be reconstructed;

**b)** Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the Protected Health Information cannot be retrieved.

**(u) Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

**(v) Unsecured Protected Health Information** means Protected Health Information that is not secured through technology or methodology that the Department of Health and Human Services has stated renders the Protected Health Information unusable, unreadable, or indecipherable to unauthorized Individuals.

**(w) Use** means, with respect to Protected Health Information, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Business Associate’s organization.

1. **Obligations of Business Associate.**

**(a) Permitted Uses.** Business Associate shall use and/or disclose PHI only as permitted or required by this Agreement or as otherwise required by HIPAA, HITECH, and applicable state law. Business Associate acknowledges that sections of the Privacy Rule, the Security Rule and the HITECH Act apply directly to Business Associate in the same manner as they apply to Covered Entity and agrees to comply with such rules and regulations as applicable. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA or HITECH if so used by Covered Entity, except that Business Associate may use PHI (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, (iii) to report violations of law to appropriate federal and state authorities consistent with 45 CFR § 164.502(j)(1), or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity.

**(b) Permitted Disclosures.** Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA or HITECH if disclosed by Covered Entity, except that Business Associate may disclose PHI (i) in a manner permitted pursuant to this Agreement, (ii)for the proper management and administration of Business Associate*;* (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity.

**(c) Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of PHI otherwise than as permitted by this Agreement, HIPAA, HITECH and state law and to protect the confidentiality, integrity and availability of electronic PHI created, received, maintained or transmitted on behalf of Covered Entity.

**(d) Identity Theft Compliance.** Business Associates will have policies and procedures in place designed to detect, prevent and mitigate the risk of Identity Theft with regard any of the following: (1) an account primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transactions, such as a credit card account, mortgage loan, automobile loan, margin account, cell phone account, utility account, checking account, or savings account; or (2) any other account for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation, or litigation risks

**(e) Reporting of Improper Use or Disclosure.** Business Associate shall report to Covered Entity in writing any Security Incident, unauthorized access of PHI, Use or Disclosure of PHI otherwise than as provided for by this Agreement, Breach involving Unsecured PHI, or any known pattern of activity or practice that constitutes a material breach of this Agreement, within two (2) business days of becoming aware of such improper Use or Disclosure, unauthorized access, Security Incident or Breach. In the event of a Breach, if the identity and/or contact information of all such Individuals is not known, Business Associate must nevertheless notify Covered Entity of the Breach within the two (2) business day timeframe and provide additional information concerning the identification of affected Individuals as soon as it is available. Business Associate shall: (i) take prompt action to mitigate the harmful effects of any Security Incident, Breach, improper Use or Disclosure or unauthorized access of PHI in violation of this Agreement and state or federal law; (ii) take additional action to mitigate as requested by Covered Entity; and (iii) upon request, assist Covered Entity in the performance of a risk assessment to determine if a Breach has occurred.

**(f) Business Associate's Agents/Subcontractors.** Business Associate may disclose Protected Health Information to and permit the Use of Protected Health Information by its employees, contractors, agents, or other representatives only if and to the extent directly related to, and necessary for, the performance of services for or on behalf of VestraCare. Business Associate shall ensure that any agents, including subcontractors to whom it provides VestraCare’s Protected Health Information agree in writing: (i) to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information; (ii) to hold Protected Health Information in a confidential and secure manner as provided pursuant to this Agreement and only disclose Protected Health Information as required by law or for the purposes for which it was disclosed, and (iii) to immediately notify Business Associate of any Breaches of confidentiality of the Protected Health Information.

Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. Business Associate shall indemnify, defend and hold harmless VestraCare and its respective employees, directors, officers, subcontractors and agents from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorney's fees and costs incurred in notifying Individuals of a Breach caused by Business Associate or its subcontractors or agents) suffered by VestraCare in connection with Business Associate's failure to obtain and maintain in effect a written agreement with such subcontractors or agents containing the same restrictions and conditions as are included in this Business Associate Agreement.

**(g) Access to Protected Health Information.** To comply with New York State Public Health Law §18, Business Associate shall make Protected Health Information maintained by Business Associate or its agents or subcontractors in Designated Records Sets or in the Electronic Health Record in an electronic format, available to VestraCare, or as directed by VestraCare to an Individual, for inspection and copying within ten (10) days of a request by VestraCare to enable VestraCare to fulfill its obligations under the Law.

**(h) Amendment of Protected Health Information.** Within ten (10) days of receipt of a request from VestraCare for an amendment of Protected Health Information or a record about an Individual contained in a Designated Record Set or in the Electronic Health Record in an electronic format, Business Associate or its agents or subcontractors shall make such Protected Health Information available to VestraCare for amendment and incorporate any such amendment to enable VestraCare to fulfill its obligations under the Law. If any Individual requests an amendment of Protected Health Information directly from Business Associate or its agents or subcontractors, Business Associate must notify VestraCare in writing within five (5) days of the request. Any denial of amendment of Protected Health Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of VestraCare.

**(i) Accounting Rights.** To the extent applicable, within ten (10) days of notice by VestraCare of a request for an accounting of Disclosures of Protected Health Information, including Disclosures for treatment, payment and healthcare operations if the records are maintained in an Electronic Health Record, Business Associate and its agents or subcontractors shall make available to VestraCare or, as directed by VestraCare directly to an Individual, the information required to provide an accounting of Disclosures to enable VestraCare to fulfill its obligations under HIPAA, HITECH and state law. Business Associate shall not provide an accounting to VestraCare of disclosures: (i) to carry out treatment, payment or health care operations unless the records are maintained in an Electronic Health Record; (ii) to Individuals of Protected Health Information about them; (iii) to persons involved in the Individual's care or other notification purposes; (iv) for national security or intelligence purposes; (v) when an Individual has authorized the release of Protected Health Information; (vi) when the information is a Limited Data Set; (vii) that are merely incidental to another permissible use or disclosure; or (viii) to correctional institutions or law enforcement officials. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, or at least three (3) years prior to the request if the records are maintained in an Electronic Health Record. At a minimum, such information shall include: (i) the date of Disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Health Information disclosed; and (iv) a brief statement of the purpose of the Disclosure that reasonably informs the Individual of the basis for the Disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to VestraCare in writing. It shall be VestraCare responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Health Information except as set forth in Section 2(a) of this Agreement.

**(j) Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information, available to the Secretary of HHS and the FTC for purposes of determining Business Associate's compliance with the Law. Business Associate shall concurrently provide to VestraCare a copy of any Protected Health Information, policies and procedures or other documentation that Business Associate provides to HHS and/or the FTC.

**(k) Minimum Necessary.** Business Associate and it agents or subcontractors shall only request, use and disclose, to the extent practicable, a Limited Data Set, or the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the request, use or Disclosure.

**(l) Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Health Information.

**(m) Retention of Protected Health Information.** Notwithstanding Section 3(d) of this Agreement, Business Associate and its subcontractors or agents shall retain all Protected Health Information throughout the term of the Agreement and for a period of six (6) years after termination of the Agreement.

**(n) Audits, Inspection and Enforcement.** Within ten (10) days of a written request by VestraCare, Business Associate and its agents or subcontractors shall allow VestraCare to conduct a reasonable inspection of the all information necessary to demonstrate compliance with this Agreement and procedures relating to the Use or Disclosure of Protected Health Information and the implementation of appropriate security safeguards pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement; provided, however, that: (i) Business Associate and VestraCare shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) VestraCare shall protect the confidentiality of all confidential and proprietary information of Business Associate to which VestraCare has access during the course of such inspection; and (iii) VestraCare shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that VestraCare inspects, or fails to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does VestraCare's: (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of VestraCare's enforcement rights under this Agreement.

1. **Term and Termination.**

**(a) Term.** This Agreement shall become effective on the Agreement Effective date and shall have the same term as the underlying service aagreement with Business Associate, unless terminated as provided in this Section. In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Sections 2, 3, 4, 5 and 9 of this Agreement.

**(b) Material Breach.** A Breach by Business Associate of any material provision of this Agreement, as determined by VestraCare, shall constitute a material Breach and shall provide grounds for immediate termination of the Agreement by VestraCare.

**(c) Reasonable Steps to Cure Breach.** If VestraCare knows of a pattern of activity or practice of Business Associate that constitutes a material Breach or violation of Business Associate's obligations under the Law, the provisions of this Agreement or another arrangement and does not terminate the Agreement, then Business Associate shall take reasonable steps to cure such Breach or end such violation, as applicable. If Business Associate's efforts to cure such Breach or end such violation are unsuccessful, VestraCare shall either: (i) terminate this Agreement, and the underlying arrangement for services, if feasible. VestraCare shall provide written notice to Covered Entity of any pattern of activity or practice of Covered Entity that VestraCare believes constitutes a material breach or violation of Covered Entity’s obligations under this Agreement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

or (ii) if termination of the Agreement and the underlying arrangement for services is not feasible, VestraCare shall report Business Associate's Breach or violation to the Secretary of HHS and/or the FTC.

**(d) Judicial or Administrative Proceedings.** Either party may terminate this Agreement, effective immediately, if: (i) the other party is named as a defendant in a criminal proceeding for a violation of the Law; or (ii) a finding or stipulation that the other party has violated any standard or requirement of the Law, is made in any administrative or civil proceeding in which the party has been named.

**(e) Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Health Information. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such Protected Health Information to those purposes that make the return or destruction of such Protected Health Information infeasible. If Business Associate elects to destroy the Protected Health Information, Business Associate shall certify in writing to VestraCare that such Protected Health Information has been destroyed.

1. **Limitation on Liability.** Parties will not be liable to each other or any other person for any consequential, incidental, punitive damages arising from or relating to the accuracy of the Protected Health Information (including but not limited to errors or omissions in the Protected Health Information) or for VestraCare's performance or failure to perform under this Agreement.
2. **Deleted intentionally**.
3. **Injunction.**  VestraCare and Business Associate agree that any violations of the provisions of this Agreement may cause irreparable harm to VestraCare. Accordingly, in addition to any other remedies available to VestraCare at law or in equity, or under this Agreement, in the event of any violation by Business Associate of any of the provisions of this Agreement, or any explicit threat thereof, VestraCare shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this section shall survive the expiration or termination of this Agreement.
4. **Disclaimer.** VestraCare makes no warranty or representation that compliance by Business Associate with this Agreement or the Law will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of Protected Health Information.
5. **Amendment.**

**(a) Amendment to Comply with Law.** The parties specifically agree to take such action as is necessary to implement the standards and requirements of the Law relating to the security or confidentiality of Protected Health Information. The parties understand and agree that VestraCare must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Health Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the Law. VestraCare may terminate this Agreement upon thirty (30) days written notice in the event: (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by VestraCare pursuant to this Section or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of Protected Health Information that VestraCare, in its sole discretion, deems sufficient to satisfy the standards and requirements of the Law.

**(b) Written Amendment Required.** This Agreement may not be modified or amended except by a writing duly signed by an authorized representative of each party.

1. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than VestraCare, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liability whatsoever.
2. **No Waiver.** No waiver of a Breach of any provision of this Agreement shall be construed to be a waiver of any Breach of any other provision of this Agreement or of any succeeding Breach of the same provision. No delay in action with regard to any Breach of any provision of this Agreement shall be construed to be a waiver of such Breach.

**11. Independent Contractor Relationship.** This Agreement is not intended to create, and will not be construed to create, any relationship between the parties other than that of independent contractors. Neither of the parties nor any of their respective representatives will be construed to be the agent, employee, or representative of the other.

**12. Notice.** Any notices required to be given pursuant to the terms and conditions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the respective parties at their addresses stated below. Notices shall be deemed to be effective on the date when they are mailed.

**TO: VESTRACARE:**

Heshy Shayovitz

10 East Merrick Road

Suite 305

Valley Stream, NY 11580

**cc:**

**TO: BUSINESS ASSOCIATE:**

Sagar Sharma

3912 JLT Dubai

**cc:**

**13. Severability.** If any section or portion of this Agreement shall be determined to be invalid, such determination shall not affect the enforceability or validity of the remainder of this Agreement.

**14. Interpretation.** The terms and conditions of this Agreement shall supersede any conflicting terms and conditions in the underlying service agreement (as amended from time to time) between the parties. This Agreement shall be interpreted as broadly as necessary to implement and comply with the Law. The parties agree that any ambiguity in this Agreement shall be resolved to permit VestraCare to comply with the Law.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_5/21/2021\_\_\_\_\_\_\_\_\_\_

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VestraCare Sagar Sharma