

# QualSight, Inc.

## Business Associate Agreement Addendum

This Addendum is made part of the Agreement by and between **QualSight, Inc.** ("Business Associate") and ("Covered Entity ") dated ("Agreement").

Business Associate and Covered Entity agree to modify the Agreement, in order to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations (the "CFR") (collectively, "HIPAA"). In the event of conflicting terms or conditions, this Addendum shall supersede the Agreement.

1. Definitions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in HIPAA and as amended, and are incorporated herein by reference; provided, however, that the term "Protected Health information" and "PHI" shall include for purposes of this Addendum the term "Electronic Protected Health Information," as the term is defined in HIPAA.

2. Use and Disclosure of Protected Health Information. Business Associate shall Use and/or disclose Protected Health Information created for or received from or on behalf of Covered Entity ("PHI") only to the extent necessary to satisfy Business Associate's obligations under the Agreement. Covered Entity shall not request Business Associate to Use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

3. Business Associate's Operations. Business Associate may Use PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose PHI for such purposes only if:

(a) The Disclosure is required by law; or

(b) Business Associate obtains reasonable assurance from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:

(i) Hold such PHI in confidence and Use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and

(ii) Notify Business Associate of any instance in which the person or organization becomes aware that the confidentiality of such PHI was breached.

4. Safeguards. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security safeguards to preserve the confidentiality, integrity and availability of all PHI. Business Associate shall document and keep these safeguards current.

5. Protection of Exchanged Information in Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of Covered Entity, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard; (b) adds any Health Information elements or segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specification(s).

6. Subcontractors and Agents. Business Associate shall require any and all subcontractors or agents to whom Business Associate provides PHI to agree to impose at least the same obligations to protect such PHI as are imposed on Business Associate by the Agreement and this Addendum.

7. Access to Health Information by Individuals. Business Associate shall make available to Covered Entity PHI necessary for Covered Entity to respond to an Individual's request for access to PHI. Business Associate shall forward to Covered Entity any and all requests by an Individual to access such records.

8. Correction of Health Information. Business Associate shall, upon receipt of notice from Covered Entity, amend or correct PHI in its possession or under its control.

9. Accounting of Disclosures. Business Associate shall document its disclosures of PHI in a manner sufficient for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Covered Entity shall designate the time and manner in which Business Associate shall provide the accounting of its disclosures to Covered Entity.

10. Access to Books and Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI, if such books and records are not otherwise protected by applicable legal privileges, available to HHS or its designee for the purpose of determining Covered Entity's compliance with the Privacy Rule or Security Rule.

11. Reporting. Business Associate shall promptly report to Covered Entity, in writing, any Security Incident, Use or Disclosure of PHI not authorized by the Agreement, this Addendum or in writing by Covered Entity of which Business Associate becomes aware.

12. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of the Agreement or this Addendum.

13. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:

(a) Provide a reasonable time for Business Associate to cure the breach or end the violation, and terminate this Addendum and the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

(b) Immediately terminate the Addendum and the Agreement if Business Associate has breached a material term of the Addendum and cure is not possible.

(c) Notify the Secretary if termination is not possible.

14. Return or Destruction of Health Information.

(a) Except as provided in Section 14(b) below, upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate shall return to Covered Entity or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

(b) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Addendum to such PHI and limit further Uses and Disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

15. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, the Addendum shall automatically amend such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

16. Continuing Obligations. Business Associate's obligation to protect PHI as set forth in this Addendum shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of the Agreement or this Addendum.

17. Conflict. In the event of any conflict between the terms of this Addendum and

any other agreements between the parties, the terms of this Addendum shall govern the Use and Disclosure of PHI.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective on the date first written above.

**QUALSIGHT**

**COVERED ENTITY**

By:

By:

Print Name:

Print Name:

Title:

Print Title:

Date:

Date: