

CLA HIPAA BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") made by and between CHIROPRACTIC LEADERSHIP ALIANCE, INC, ("CLA") with offices at 6037 S. Ft. Apache, Ste. 110, Las Vegas 89117 and Business Associate.

1. **Background.** CLA designs, develops, distributes and supports a certain PC based diagnostic device known as the INSIGHT System, generating a numerical evaluation number of chiropractic patients known as CORESCORE, used by Chiropractic Facilities throughout the world, and offers a subscription program known as "myINSIGHT" providing a broad range of support, training, marketing and other services relating to Chiropractic Facility use of the INSIGHT System, practice development and patient care and communications.

In the course of performing the foregoing, CLA is engaged in the interchange of Protected Health Information between itself and other business entities or persons with whom it has business relationships, and with Chiropractic Facility Users who are its clients each referred to hereafter as a Covered Entity. Business Associate may be performing services for CLA, for Covered Entities, or both.

2. Definitions.

- 2.1 Catch-all definition. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule as defined in Subsection 2.5 below.
- 2.2 "Business Associate" shall mean the business entity or person identified above as a party to this Agreement.
- 2.3 "Covered Entity" shall mean a Chiropractic Facility User or other User having access and/ or use of Protected Health Information as defined below.
- 2.4 "Individual" shall have the same meaning as the term "individual" in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 2.5 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 2.6 "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of CLA or a Covered Entity.
- 2.7 "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.
- 2.8 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

3. Obligations and Activities of Business Associate

- 3.1 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- 3.2 Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- 3.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known with respect to or use or disclosure of Protected Health Information in violation of the requirements of this Agreement.
- 3.4 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information originating from Covered Entity or CLA not provided

for by this Agreement of which it becomes aware.

- 3.5 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of CLA or Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 3.6 If Business Associate maintains a Designated Record Set, Business Associate agrees to provide access, at the request of CLA or Covered Entity, within 30 days to Protected Health Information in the Designated Record Set, to CLA or, as directed by CLA or Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- 3.7 If Business Associate maintains a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in the Designated Record Set that CLA or Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, in a timely manner.
- 3.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity, or to the Secretary, in a timely manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 3.9 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
- 3.10 Business Associate agrees to provide to Covered Entity or an Individual within 30 days, information collected in accordance with Section 2(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

4. Permitted Uses and Disclosures by Business Associate

- 4.1 General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.
- 4.2 Specific Use and Disclosure Provisions.
 - 4.2.1 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate, and to provide data aggregation services, if such services are required or provided for in the Agreement.
 - 4.2.2 Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- 4.2.3 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR §164.504(e)(2)(i)(B).
 - 4.2.4 Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR §164.502(j)(1).
5. **Compliance with Electronic Transaction Standards.** Business Associate agrees to comply with the electronic transaction code sets and standards regulations at 42 CFR Part 162 in connection with the services it performs for CLA and/or Covered Entity.
6. **Compliance with Security Standards.** Business Associate agrees to:
 - 6.1 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of CLA and/or Covered Entity;
 - 6.2 Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - 6.3 Report to Covered Entity (and to CLA) any security incident of which it becomes aware.
7. **Term and Termination**
 - 7.1 This Agreement shall be effective as of 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, in accordance with the termination provisions in this Section 7.
 - 7.2 Termination for Cause. Upon CLA's or Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - 7.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by CLA or Covered Entity;
 - 7.2.2 Immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - 7.2.3 If neither termination nor cure are feasible, CLA or Covered Entity may report the violation to the Secretary.
 - 7.3 Effect of Termination.
 - 7.3.1 Except as provided in paragraph (ii) of this Section 7, upon termination of the Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 7.3.2 In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to CLA and Covered Entity notification of the conditions that make return or destruction infeasible. Within 30 days of providing such notice, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health

Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

8. Miscellaneous

- 8.1 Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- 8.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for CLA, Business Associate or Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- 8.3 Interpretation. Any ambiguity in this Agreement shall be resolved to permit CLA, Business Associate and Covered Entity to comply with the Privacy Rule.
- 8.4 Notices. All formal notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Courtesy notices may be provided by electronic mail. Notices shall be directed to the Parties at their respective addresses set forth in the first paragraph of this Agreement, as appropriate, or at such other addresses as the Parties may from time-to-time designate in writing.
- 8.5 Third Party Beneficiaries. Covered Entity shall be a third-party beneficiary under this Addendum and shall have the rights expressly provided thereto throughout his Agreement. Other than Covered Entity, there shall be no third-party beneficiaries to this Addendum and no individual (including an "individual" as defined in the Privacy Rule) or entity who is not a party to the Agreement shall have any rights in connection with a breach or violation of this Agreement.
- 8.6 Entire Agreement; Modification. This Agreement represents the entire agreement between Business Associate, CLA, and Covered Entity relating to the subject matter hereof. No provision of this Agreement may be modified, except in writing, signed by the Parties.
- 8.7 Binding Effect. This Agreement shall be binding upon the Parties hereto and their successors and assigns.

DATA PROTECTION ADDENDUM

This Data Protection Addendum ("**Addendum**") forms part of the CLA HIPAA Business Associate Agreement ("**Principal Agreement**") between: (i) Chiropractic Leadership Alliance Inc. ("**Supplier**") acting on its own behalf and as agent for each Business Associate; ("**Controller**")

Definition:

"Data Protection Legislation" means any law applicable relating to the processing, privacy and use of personal data, including: (i) the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426 (both as amended), and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive) or Directive 2002/581EC; (ii) the General Data Protection Regulation (EU) 2016/679, and/or any corresponding or equivalent national laws or regulations; and/or (iii) any judicial or administrative implementation of any of the above, any guidance, guidelines, codes of practice, codes of conduct or approved certification mechanisms issued by the Information Commissioner's Office, or other regulatory or supervisory authority responsible for administering Data Protection Legislation;

New Data Protection Clause:

1. Data protection
 - 1.1 For the purposes of the Data Protection Legislation, the Client and the Supplier agree that the Client shall be the Controller and the Supplier, Chiropractic Leadership Alliance Inc. (CLA) shall be the Processor of any Personal Data Processed by the Supplier of which the Business Associate is the Controller ("INSiGHT Personal Data") pursuant to this agreement.
 - 1.2 The Supplier Processes the INSiGHT Personal Data as necessary to deliver and provide the services.
 - 1.3 The Business Associate has defined that the following categories of INSiGHT Personal Data will be collected and processed by the Supplier under this agreement:
 - 1.3.1 Personal health and wellness information
 - 1.3.2 name and title;
 - 1.3.3 addresses;
 - 1.3.4 date of birth;
 - 1.3.5 telephone number;
 - 1.3.6 professional, commercial or business e-mail address; and
 - 1.3.7 Sensitive Personal Data and Special Categories Personal Data (information about race and ethnic origin, political opinions, religious or philosophical convictions, trade union membership, health or sexuality).
 - 1.4 The Business Associate has defined the following Data Subject categories from who the INSiGHT Personal Data as defined in Clause 1.2 will be collected and processed by the Supplier under this agreement:
 - 1.4.1 Biometric data collected by registered INSiGHT technologies;
 - 1.4.2 Biometric data collected by other instruments or applications.
 - 1.5 The duration of the Processing by the Supplier shall be the term of this agreement (or otherwise agreement between the parties to this agreement).

- 1.6 When Processing the INSIGHT Personal Data under this agreement as a Processor, the Supplier undertakes:
- 1.6.1 to Process the INSIGHT Personal Data strictly in accordance with the Business Associate's documented instructions from time to time and the Data Protection Legislation;
 - 1.6.2 to put in place appropriate technical and organisational measures to ensure appropriate security of the INSIGHT Personal Data and safeguard against any unauthorised and unlawful Processing of, and against accidental loss or destruction of, or damage to, the INSIGHT Personal Data, all to the reasonable satisfaction of the Client. Such measures shall include, but are not limited to:
 - 1.6.2.1 appropriate measures to ensure the ongoing confidentiality, integrity, availability and resilience of the Supplier's systems and services;
 - 1.6.2.2 appropriate measures to restore the availability and access to the INSIGHT Personal Data in a timely manner in the event of a physical or technical incident; and
 - 1.6.2.3 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the INSIGHT Personal Data;
 - 1.6.3 to notify the Business Associate immediately (and in any event within two hours) of any breach of the security measures required to be put in place by the Supplier pursuant to Clause 1.6.2 and / or any breach of the Data Protection Legislation by the Supplier, its sub-processors or sub-contractors or employees;
 - 1.6.4 maintain records of all activities carried out by the Supplier in relation to the INSIGHT Personal Data. Such records shall be in the form prescribed and contain the information described in the Data Protection Legislation;
 - 1.6.5 not to disclose or allow access to the INSIGHT Personal Data to any Data Subject or third party other than at the explicit request of the Club or as may be specifically provided for in this Agreement;
 - 1.6.6 not engage any sub-processors or sub-contractors to perform the obligations imposed on the Supplier under this Agreement without the prior written approval of the Business Associate and, where the Business Associate's prior written approval is given, ensure that such sub-processors or sub-contractors are subject to written contractual obligations concerning the INSIGHT Personal Data which are no less onerous than those imposed on the Supplier under this Agreement;
 - 1.6.7 that any of its employees who will have access to the INSIGHT Personal Data have undergone data protection training and are aware of their obligations under the Data Protection Legislation, including but not limited to, a duty of confidentiality in respect of the INSIGHT Personal Data;
 - 1.6.8 to assist the Client with all requests which may be received from Data Subjects in relation to the INSIGHT Personal Data under the Data Protection Legislation and to notify the Business Associate of any such request within two Business Days of receipt;
 - 1.6.9 to provide the Business Associate with such information as the Business Associate may require to satisfy itself that the Supplier is complying with its obligations under the Data Protection Legislation, including contributing to audits and inspections conducted by the

- Business Associate or a third party appointed by the Business Associate under Clause 1.9;
- 1.6.10 to notify the Business Associate immediately (and in any event within two hours) if it receives a complaint, notice or any other communication concerning the Supplier's Processing of the INSIGHT Personal Data;
 - 1.6.11 to assist the Business Associate with any notifications to the Information Commissioner's Office or Data Subjects where required under the Data Protection Legislation;
 - 1.6.12 to provide the Business Associate with such assistance as the Business Associate reasonably requires in relation to the carrying out of a Data Protection Impact Assessment relating to the Processing of the INSIGHT Personal Data, including where the Business Associate engages in a consultation with the Information Commissioner's Office in relation to the Processing of the INSIGHT Personal Data;
 - 1.6.13 to restrict any Processing, return or delete the INSIGHT Personal Data immediately as directed by the Business Associate;
 - 1.6.14 to indemnify and keep indemnified the Business Associate fully on demand against all losses arising from any breach by the Supplier or any sub-processors or third parties engaged by the Supplier, of this Clause 1 and/or as a result of any claim made or brought by an individual or other legal person in respect of any loss, damage or distress caused to them as a result of the Supplier's unauthorised Processing, unlawful Processing, destruction of and/or damage to any INSIGHT Personal Data Processed by the Supplier, any sub-processors or sub-contractors or third parties engaged by the Supplier.
- 1.7 Subject to Clause 1.6, on the expiry of the Term or earlier termination of this Agreement (howsoever caused), the Supplier will immediately:
- 1.7.1 cease Processing the INSIGHT Personal Data; and
- 1.8 If and to the extent that the Supplier is obliged to retain any INSIGHT Personal Data as a result of the Supplier being deemed to be a Controller of that INSIGHT Personal Data and/or to comply with legal or regulatory obligations to which the Supplier is subject, the following provisions will apply:
- 1.8.1 the Supplier may retain and not return or delete such INSIGHT Personal Data, only to the extent and only for as long as is legally necessary to hold such INSIGHT Personal Data in its capacity as Controller of that INSIGHT Personal Data and/or to comply with the applicable legal or regulatory obligations to which the Supplier is subject; and
 - 1.8.2 the Supplier will, following expiry or earlier termination of this Agreement, be a Controller in relation to such INSIGHT Personal Data retained by the Supplier.
- 1.9 The Business Associate is entitled to appoint an auditor at their cost (whether internal or independent), to inspect the Supplier's compliance with this Agreement and the Data Protection Legislation at any time during the Term provided that the Business Associate ensures that any such auditor: (i) has, in the view of the Business Associate, the necessary professional qualifications to conduct such an audit; and (ii) is bound by a duty of confidentiality in relation to the INSIGHT Personal Data.
- 1.10 For the purposes of this Clause 1, the terms "Controller", "Data Controller", "Data Processor", "Data Protection Impact Assessment", "Data Subject", "Information Commissioner's Office", "Personal Data", "Process" (including any derivatives thereof), "Processor", "Sensitive Personal

Data”, and “Special Categories of Personal Data” shall each have the same meaning as defined in the Data Protection Legislation.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out above.