

THIS BUSINESS ASSOCIATE AGREEMENT (THE “AGREEMENT” OR “BAA”) IS MADE BETWEEN POINTCLICKCARE TECHNOLOGIES INC. (“BUSINESS ASSOCIATE”) AND COVERED ENTITY AND ADDS TO ANY CURRENT OR FUTURE AGREEMENT(S) FOR SERVICES ENTERED INTO BETWEEN BUSINESS ASSOCIATE AND COVERED ENTITY WHICH INVOLVE THE CREATION, USE, RECEIPT, OR DISCLOSURE OF PROTECTED HEALTH INFORMATION (“PHI”) (THE “SERVICE AGREEMENT”). BUSINESS ASSOCIATE AND COVERED ENTITY EACH IS A “PARTY” AND, COLLECTIVELY, ARE THE “PARTIES” TO THIS BAA.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING THE SERVICES, COVERED ENTITY AGREES TO THE TERMS OF THIS AGREEMENT. THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, THE TERM “COVERED ENTITY” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement was last updated on January 05, 2025. It is effective between Covered Entity and PointClickCare as of the date of Covered Entity’s acceptance this Agreement (the “**Effective Date**”). By electronically accepting this Agreement, you acknowledge that you have read, understood, and agreed to be bound by its terms and conditions.

Pursuant to the Service Agreement, Business Associate performs functions or activities on behalf of Covered Entity involving the use and/or disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Therefore, Business Associate agrees to the following terms and conditions set forth in this BAA.

1. **Definitions and Regulatory References.** For purposes of this BAA, the terms used herein, whether or not capitalized, unless otherwise specifically defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations, inclusive of the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164 (“**HIPAA**”), and the Health Information Technology for Economic and Clinical Health Act (Title XIII of Division A of the American Recovery and Reinvestment Act of 2009) and any amendments or implementing regulations (“**HITECH**”). A reference in this BAA to any provision of a statute or regulation means the provision as then in effect, amended, or implemented via regulation.
2. **Compliance with Applicable Law.** The Parties acknowledge and agree that Business

Associate shall comply with its obligations under this BAA and with all obligations of a business associate under HIPAA, HITECH, and other related statutes and regulations, as they exist at the time this BAA is executed and as they are amended, for so long as this BAA is in place.

Pursuant to HITECH §§13401(a) and 13404(a) and the HIPAA implementing regulations, the provisions of HITECH which impose requirements and standards on covered entities with respect to security and privacy also shall be applicable to Business Associate and hereby are incorporated into this BAA. All other provisions of HITECH that are applicable to Business Associate, and its relationship with Covered Entity under this BAA and the Service Agreement, hereby are incorporated into this BAA.

3. **General Limitation on Uses and Disclosures of PHI.** Business Associate shall not use or disclose PHI in any manner that is not permitted or required by the Service Agreement, this BAA, or by law.

Business Associate also may not use or disclose PHI in a manner that would violate 45 C.F.R. §§164.500-164.534 if done by Covered Entity, except, Business Associate may use or disclose PHI for Business Associate's own management, administration and legal responsibilities or for data aggregation services.

4. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may use and disclose PHI only as permitted or required by the Service Agreement, this BAA, or by law.
5. **Uses and Disclosures for Management and Administration.** Business Associate also may use and disclose PHI: (i) for its own proper management and administration, which may include but is not limited to performing data analytics to evaluate how its product(s) are used and to improve its product offerings; and/or (ii) to carry out its legal responsibilities. If Business Associate discloses PHI to a third party for either above reason, unless such disclosure is required by law, prior to making any such disclosure, Business Associate must obtain: (a) reasonable assurances from the receiving party that such PHI will be held and remain confidential and be used and further disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (b) written assurances from such receiving party to notify Business Associate promptly of any instances of which it is aware in which the confidentiality of the PHI has been breached or otherwise compromised. Without limiting the foregoing, Business Associate may permit access to the system by Business Associate's contracted system developers under appropriate confidentiality agreements.

6. **Data Aggregation Services; De-Identified Data; Limited Data Sets; Other Data Uses.** Business Associate may use PHI to provide data aggregation services to Covered Entity, and may disclose aggregated data derived from PHI, as permitted by 45 C.F.R. §164.504(e)(2)(i)(B) and defined by 45 C.F.R. §164.501. If Covered Entity has entered into the Interoperability and Population Health Addendum to MSA, Covered Entity acknowledges and affirms that the “Applicable Services” described therein are services that “permit data analyses that relate to the health care operations of [Covered Entity]” (see 45 C.F.R. §164.501). Business Associate may use PHI to prepare activity or quality reports and analyses or other reports that may from time to time be necessary or integral or related to either the services provided under the Service Agreement or for Business Associate’s own management and administration. Such reports and analyses will not make any disclosure of PHI that is not permitted by applicable laws, rules and/or regulations, or under the Service Agreement or this BAA. Business Associate may use PHI to de-identify the PHI in accordance with 45 C.F.R. §§ 164.502(d) and 164.514(a)-(c) (the “**De-Identified Data**”). Business Associate may create Limited Data Sets (“**LDS**”) from PHI. Business Associate may disclose the LDS for any purpose allowable by applicable law, rule and/or regulation. Business Associate will require the recipient of the LDS to enter into a Data Use Agreement specifying that the permitted uses and disclosures of the LDS are limited to the purpose of research, public health, or health care operations, and restrictions and/or guidelines on use of the LDS. Business Associate may use (but not disclose) PHI to identify patients/residents of Covered Entity who may be eligible for certain programs, including, but not necessarily limited to including savings programs, coupons, sampling, educational, safety, adherence or treatment support materials which Customer may choose to share with its patients/residents, and to provide notification of the same. Said notifications of potential eligibility are not a substitute for Covered Entity’s professional medical judgment regarding the appropriateness of said programs for a patient/resident. Business Associate may receive remuneration in connection with presenting Covered Entity with patients’/residents’ eligibility for said programs. Business Associate may incorporate information received by Covered Entity’s authorized services providers, Business Associate’s third-party associates, or other covered entities (including their business associates) who are providing or paying for services for one or more of Covered Entity’s patients/residents, into the services provided by Business Associate.

Covered Entity also hereby grants to Business Associate a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable (through multiple tiers), transferable right and license to copy, distribute, display, create derivative works of, and otherwise use and commercialize the De-Identified Data for any purpose, including to combine and incorporate such De-Identified Data with or into other data and information, available, derived or obtained from other sources.

It is further acknowledged and agreed that, without the rights conferred in this **Section 6**, Business Associate would have to create a custom solution for Covered Entity, at significant additional cost, and that Business Associate would not have agreed to or entered into the Service Agreement or this BAA. All rights, title and interest in and to any De- Identified data, aggregated data, LDS data, or other data created by Business Associate is the exclusive property of Business Associate, which may use, disclose, market, license and sell such data for any legally allowable purpose, and without restriction. In many instances, such data is no longer PHI and is no longer subject to HIPAA. Further, it is explicitly acknowledged that Business Associate may receive any allowable remuneration in connection with the same.

7. **Minimum Necessary.** All uses and disclosures of, and requests by Business Associate for, PHI are subject to the minimum necessary requirements in the Privacy Rule.
8. **Required Safeguards to Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the HIPAA Privacy and Security Rules to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this BAA. In doing so, without limitation, Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI.
9. **Reporting of Improper Uses and Disclosures of PHI and Security Incidents.** Business Associate promptly shall report to Covered Entity any security incident, or any use or disclosure of PHI which is not provided for in this BAA or is otherwise a violation of HIPAA, of which it becomes aware. This provision applies regardless of whether such unauthorized use or disclosure was by Business Associate, its officers, directors, employees, agents, or subcontractors. Notwithstanding the preceding, the Parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings (*i.e.*, a request-response utility used to determine whether a specific Internet Protocol [IP] address or host exists or is accessible) and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized acquisition, access, use or disclosure of PHI.
10. **Reporting of Breaches of Unsecured PHI.** Business Associate promptly shall report to Covered Entity a Breach of Unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414.
11. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent

practicable, any harmful effect of an unauthorized use or disclosure of PHI by Business Associate in violation of the requirements of this BAA or HIPAA.

12. **Business Associate Agreements Required with Third Parties.** Business Associate shall enter into a written agreement with any agent or subcontractor of Business Associate that will have access to PHI, or that will create, receive, maintain or transmit PHI on behalf of Business Associate. Pursuant to such written agreement and 45 C.F.R. §§164.308(b)(2), 164.502(e)(1)(ii) and 164.504(e)(2)(ii)(D), the agent or subcontractor shall agree to be bound by the same restrictions and conditions that apply to Business Associate under this BAA with respect to such PHI.
13. **Access to Information.** Promptly upon a request by Covered Entity, Business Associate shall make available PHI maintained by Business Associate in a Designated Record Set, to Covered Entity, or to the individual requestor if directed by Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524. In the event any individual delivers a request for access to PHI directly to Business Associate, Business Associate promptly shall forward such request to Covered Entity. Unless otherwise required by law, the term "Designated Record Set," for the purposes of this BAA, shall not include any information in the possession of Business Associate that is the same as information in the possession of Covered Entity (information shall be considered the same information even if the information is held in a different format, medium or presentation or if it has been standardized). Business Associate may charge Covered Entity a reasonable fee for such access.
14. **Availability of PHI for Amendment.** Promptly upon the receipt of a request from Covered Entity, Business Associate shall make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. §164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.526. In the event any individual delivers a request for amendment to PHI directly to Business Associate, Business Associate promptly shall forward such request to Covered Entity for further direction.
15. **Access and Amendment Responsibility.** Pursuant to HIPAA, in the event that Business Associate maintains PHI in a Designated Record Set, the Parties agree that Covered Entity will have the responsibility to handle, track and maintain records of all requests by individuals to access or amend such PHI. Business Associate, as a business associate of Covered Entity, will not have any responsibility to handle, track and maintain records of any such requests except as set forth above or in the Service Agreement.

16. **Documentation and Accounting of Disclosures.** Business Associate shall maintain and make available, promptly upon a request by Covered Entity, the information required to provide an accounting of disclosures, to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate promptly shall forward such request to Covered Entity. Unless otherwise required by amended HIPAA regulations or the Service Agreement, in response to a request from an individual for an accounting of disclosures from an electronic health record maintained or hosted by Business Associate, Covered Entity shall provide the individual with an accounting of disclosures in accordance with HITECH §13405(c)(3)(A). Unless otherwise required by changed HIPAA regulations or the Service Agreement, with respect to Business Associate, Covered Entity may not elect to provide an individual with Business Associate's name and contact information under HITECH §13405(c)(3)(B).
17. **Business Associate Performing Covered Entity's Obligations (If Applicable).** To the extent that Business Associate is required by this BAA or the Service Agreement to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
18. **Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on Covered Entity's behalf, available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA.
19. **Term and Termination.** The Term of this BAA shall be effective as of the effective date of the Service Agreement and shall terminate on the termination or expiration of the Service Agreement, or on the date Covered Entity terminates this BAA as authorized below, whichever is sooner.
- Covered Entity: (i) may terminate this BAA immediately if Covered Entity reasonably determines that Business Associate has violated a material term of HIPAA or this BAA; or (ii) at Covered Entity's option, may permit Business Associate to cure or end any such violation within thirty (30) calendar days of Business Associate's receipt of written notification of violation.
20. **Effect of Termination of BAA.** Upon the termination or expiration of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall do the

following:

- (a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities or for which it is not feasible for Business Associate to return or destroy, unless said information has been de-identified and thus is no longer PHI. The Parties agree that the return or destruction of PHI received from, or created or received by Business Associate on behalf of, the Covered Entity in any format other than that in which Business Associate originally received such PHI, including pooled or aggregated data, is not feasible and that such PHI must be retained by Business Associate to defend its work product, for future audits, and for other reasons which make returning the same infeasible;
- (b) Unless otherwise agreed to by the Parties, Business Associate, at its option, either will return to Covered Entity or destroy other PHI (i.e., PHI not covered by Section 20(a)) that the Business Associate still maintains in any form, recorded on any medium, or stored in any storage system;
- (c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI that is retained pursuant to Section 20(a), in order to prevent use or disclosure of the PHI (other than as provided for in Section 20(d)), for as long as Business Associate retains the PHI;
- (d) Not use or disclose the PHI retained by Business Associate pursuant to Section 20(a), other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this BAA which applied prior to termination; and
- (e) Unless otherwise agreed to by the Parties, Business Associate, at its option, will return or destroy the PHI that was retained by Business Associate pursuant to Section 20(a) when it is feasible to do so and the PHI no longer is needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Business Associate shall remain bound by the provisions of this BAA, which shall survive even after termination or expiration of the Service Agreement or BAA, with respect to any PHI which remains in its possession.

21. Covered Entity Obligations.

- (a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 C.F.R. §164.520, to the extent that such

limitation may affect Business Associate's use or disclosure of PHI.

- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
 - (d) Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except that Business Associate may use or disclose PHI for data aggregation or management and administration and legal responsibilities of Business Associate.
22. **Third-Party Rights.** The terms of this BAA do not grant any rights to any parties other than Business Associate and Covered Entity.
23. **Independent Contractor Status.** For the purposes of this BAA, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
24. **Covered Entity Responsibility to Maintain Current Contact Information.** Covered Entity shall be responsible for providing Business Associate with accurate and up-to-date contact information for all critical personnel designated to receive notices, announcements, and other communications related to this BAA or Services Agreement. This includes, but is not limited to, email addresses, phone numbers, and mailing addresses. Covered Entity shall promptly notify Business Associate in writing of any changes to such contact information to ensure uninterrupted communication. Business Associate shall not be liable for any delays or failures in communication resulting from the Covered Entity's failure to provide current or accurate contact information.
25. **Changes in the Law.** The Parties agree that, with no further action required by the Parties, this BAA shall be deemed automatically amended to include and incorporate amendments or revisions to HIPAA and/or HITECH, so that the Parties remain in compliance with such amendments or revisions. All references to regulations or provisions of HIPAA and/or HITECH herein shall be deemed also to refer to any amendment or revision thereto and/or to any successor regulation.

Business Associate reserves the right to amend the terms of this BAA for reasons related to legal, regulatory, technical, or operational requirements, upon providing sixty (60) days' prior notice to the Covered Entity. Such notice may be delivered via posting within the service, in-product notifications, or email notification. If the Covered Entity does not consent to the amended terms, Covered Entity may terminate this BAA and Services Agreement, including its use of the services, without liability or penalty, in accordance with the termination for convenience provisions of the Services Agreement. Covered Entity's continued access to, or use of, the services made available by Business Associate after such notice period constitutes acceptance of such changes.

26. **Interpretation and Conflicts.** Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA and HITECH. If there is any direct conflict between the Service Agreement and this BAA, the terms and conditions of this BAA shall control. Both Parties agree that all disputes arising out of or relating to this BAA will be subject to mandatory binding arbitration under the rules of Judicial Administration and Arbitration Services (“JAMS”) in effect at the time of the submission, as modified by this Section 25. The arbitration will be heard and determined by a single arbitrator selected by mutual agreement of the Parties or, failing agreement, within thirty (30) days following the date of receipt by the respondent of the claim, selected by JAMS. Such arbitration will take place in New York, New York. The arbitration award so given will be a final and binding determination of the dispute and will be fully enforceable in any court of competent jurisdiction. Except in a proceeding to enforce the results of the arbitration or as otherwise required by law, neither Party nor any arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written agreement of both Parties.