BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into between Focus Solutions Group, Inc. (“Business Associate”) and the entity which has accepted this Agreement through a document which references this Agreement (“Covered Entity”) and is effective as of the date such document was accepted (“Agreement Effective Date”). Any capitalized terms used in this Agreement that are not defined herein shall have the meaning ascribed to them in the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act and incorporated into the American Recovery and Reinvestment Act of 2009, and all implementing regulations, including, without limitation, 45 C.F.R. parts 160, 162 and 164 (the “HIPAA Regulations”) (all such laws and regulations collectively referred to herein as “HIPAA”).

RECITALS

WHEREAS, Covered Entity has accepted a document that references this Agreement, and may accept subsequent agreements that reference this Agreement (collectively, the “Underlying Agreements”) by which Covered Entity has engaged Business Associate and may, in the future, engage Business Associate to perform services or provide goods, or both;

WHEREAS, Covered Entity possesses Protected Health Information, as defined below, on behalf of its patients that is protected under HIPAA, the HIPAA Regulations, and state laws, and is required by law to manage such information only in accordance with HIPAA, the HIPAA Regulations and applicable state laws;

WHEREAS, Business Associate may receive Protected Health Information from Covered Entity and its patients, or create, receive, maintain or transmit Protected Health Information on behalf of Covered Entity and its patient, in order to perform certain of the services or provide certain of the goods, or both;

WHEREAS, the parties desire to comply with HIPAA, the HIPAA Regulations and applicable state laws; and

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Protected Health Information.

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions.** The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and the HIPAA Regulations. All capitalized terms used in this Agreement but not defined below shall have the meaning assigned to them under the HIPAA Regulations.

    1.1. “**Breach**” shall have the meaning given such term under 45 C.F.R. § 164.402 as such regulation is revised from time to time.

    1.2. **“Data Aggregation”** means, with respect to PHI created or received by Business Associate in its capacity as the business associate of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of another covered entity or business associate of Covered Entity, to permit data analyses that

relate to the health care operations of the respective covered entities.

1.3. **"Designated Record Set"** means a group of records maintained by or for the Covered Entity that may include patient medical and billing records; the enrollment, payment, claims, adjudication, and cases or medical management record systems maintained by or for a health plan; or information used in whole or in part to make care-related decisions.

1.4. **"HIPAA"** has the meaning given in the opening paragraph to this Agreement.

1.5. **"HIPAA Regulations**" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to implement HIPAA, including, but not limited to, 45 C.F.R. Parts 160, 162 and 164, as amended.

1.6. **"Individual"** means the person who is the subject of Protected Health Information

1.7. **"Individually Identifiable Health Information"** means information that is a subset of health information, including demographic information collected from an Individual, and that is (i) created or received by a health care provider, health plan, employer, or health care clearinghouse; and (ii) related to 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 (A) that identifies the Individual; or (B) with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

1.8. **"Protected Health Information"** or "**PHI**" means Individually Identifiable Health Information that is transmitted by electronic media; maintained in any medium described in the definition of the term electronic media in the HIPAA Regulations; or transmitted or maintained in any other form or medium.

1.9. "**Required by Law**" shall have the meaning given such term under 45 C.F.R. § 164.103 as such regulation is revised from time to time.

1.10. **"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, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

1.11. "**Unsecured PHI**" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in the HIPAA Regulations.

2. **Permitted Uses and Disclosures**.

2.1. **Performance of Services**. Except as otherwise permitted by this Agreement, Business Associate

may create, receive, maintain, use or transmit PHI on behalf of, Covered Entity and its customers only in connection with the performance of the services contracted for in the Underlying Agreements or as Required by Law.

2.2. **Proper Management and Administration**. Business Associate may use PHI received by Business Associate in its capacity as Covered Entity's Business Associate, for the proper management and administration of Business Associate in connection with the performance of services in the Underlying Agreements, as permitted by this Agreement, or as Required by Law, and to carry out the legal responsibilities of Business Associate. Business Associate may disclose PHI for such proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate. Any such disclosure of PHI shall only be made if a Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that: (1) the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and (2) Business Associate will be timely notified by such person of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.

2.3. **Data Aggregation**. Business Associate may use and disclose PHI received by Business Associate in its capacity as Covered Entity's Business Associate in order to provide Data Aggregation services only with Covered Entity's permission (which shall be sought only by Business Associate).

3. **Nondisclosure.**

3.1. **As Provided in Agreement**. Business Associate shall not use or further disclose PHI otherwise than as permitted or required by this Agreement, the Underlying Agreements or as Required by Law.

3.2. **Disclosures Required By Law**. Business Associate shall not, without prior written consent of Covered Entity, disclose any PHI on the chance that such disclosure is Required by Law without notifying, to the extent legally permitted, Covered Entity so that Covered Entity shall have an opportunity to advise the Individual and to object (or allow the Individual to object) to such disclosure and to seek appropriate relief. If Covered Entity or the Individual objects to such a disclosure, Business Associate shall, to the extent permissible by law, refrain from disclosing the PHI until Covered Entity or the Individual has exhausted all alternatives for relief. Business Associate shall require reasonable assurances from persons receiving PHI in accordance with this Section 3.2 that such persons will provide Business Associate and the Individual with similar notice and opportunity to object before disclosing PHI when a disclosure is required by law; provided that if Business Associate is not able to obtain such assurances using its commercially reasonable efforts and reasonably believes that disclosure is required by court order (including by order of an administrative judge), Business Associate shall be entitled to produce PHI in accordance with the terms of such order without breaching this Agreement or otherwise incurring liability for the production of such PHI.

3.3. **Additional Restrictions**. If Covered Entity notifies Business Associate that Covered Entity or an Individual has agreed to be bound by additional restrictions on the uses or disclosures of PHI

pursuant to HIPAA, the HIPAA Regulations, or state law, Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions to the extent possible consistent with Business Associate's obligations set forth in any applicable Underlying Agreement; provided that if Covered Entity notifies Business Associate of such additional restrictions after entering into the Underlying Agreement, Business Associate will be entitled to recover any increased costs associated with such additional requirements; changes in the services and charges will be agreed to by the parties pursuant to the change control process set forth in the Underlying Agreement; and Business Associate will be permitted a reasonable time to implement changes to the services provided pursuant to the Underlying Agreement.

3.4. **Remuneration**. Business Associate shall not directly or indirectly receive remuneration in exchange for disclosing PHI received from or on behalf of Covered Entity or an Individual except as permitted by law and any implementing regulations that may be promulgated or revised from time to time.

3.5. **No Violation.** Business Associate shall not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. part 164, or state law, if done by Covered Entity or an Individual except as authorized under the section of this Agreement titled "Permitted Uses and Disclosures."

4. **Minimum Necessary.** Covered Entity and Business Associate agree to limit, to the extent practical and except as permitted by 45 C.F.R. § 164.502(b)(2), the uses, disclosures and requests of PHI under this Agreement to the minimum necessary PHI to accomplish the intended purpose of the Underlying Agreement.

5. **Additional Business Associate Obligations**.

5.1. **Safeguards**. Business Associate will use appropriate safeguards and comply with Subpart C of 45 C.F.R. 164 with respect to electronic PHI to prevent use or disclosure of the PHI other than as provided for by this Agreement.

5.2. **Business Associate and its Subcontractor's Obligations.** To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. 164, Business Associate shall comply with the requirements of Subpart E that apply to Business Associate in the performance of the obligations.

5.3. **Business Associate's Agents and Subcontractors**.

5.3.1. Business Associate shall ensure that any agents, and subcontractors, to whom it provides PHI, agree to create, receive, maintain or transmit PHI on behalf of the Business Associate under substantially similar restrictions that apply to Business Associate, provided that with respect to software as a service subcontractors (e.g. Microsoft, Amazon Web Services, Domo), Business Associate agrees to comply with the restrictions set forth in such subcontractor's form of business associate agreement, as long as such agreement between Business Associate and subcontractor is in writing and complies with the requirements

outlined at 45 C.F.R. §164.504(e)(2); 45 C.F.R. §164.502(e)(1)(ii); 45 C.F.R. §164.314; and 45 C.F.R. §164.308(b)(2). Additionally, Business Associate shall ensure any agents or subcontractors agree to and implement reasonable and appropriate safeguards to protect PHI.

5.3.2. If Business Associate knows of a pattern of activity or practice of its subcontractor or agent that constituted a material breach or violation of the agent or subcontractor's obligations under HIPAA, Business Associate must take steps to cure the breach and end the violation and if such steps are not successful, must terminate the contract or arrangement between Business Associate and the subcontractor or agent, if feasible. If it is not feasible to terminate the contract, Business Associate must promptly notify Covered Entity.

5.3.3. Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of the agent and subcontractor in providing the services as if they were the Business Associate's own acts, failures or omissions, to the extent permitted by law.

5.4. **Reporting**. Business Associate shall, as soon as practicable but not more than thirty (30) days after becoming aware of any Security Incident or use or disclosure of PHI in violation of this Agreement, report any such use or disclosure to Covered Entity.

5.5. **Breach of Unsecured PHI**. With the exception of law enforcement delays that satisfy the requirements under 45 C.F.R. § 164.412 or as otherwise required by applicable state law, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than thirty (30) calendar days upon discovery of a Breach of Unsecured PHI. Such notice must include, to the extent known by Business Associate, the name of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also provide, to the extent known by Business Associate, Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 C.F.R. § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. For purposes of this Agreement, a Breach of Unsecured PHI shall be treated as discovered by Business Associate as of the first day on which such breach is known by Business Associate (including any person, other than the individual committing the breach, who is an employee, officer, or other agent of Business Associate, as determined in accordance with the federal common law of agency) or should reasonably have been known by Business Associate following the exercise of reasonable diligence.

5.6. **Mitigation**. Business Associate shall have procedures in place to mitigate, to the maximum extent practicable, any deleterious effect from any Use or Disclosure (as defined by 45 C.F.R. §160.103 or on behalf of Business Associate, or its agent or subcontractor on behalf of Business Associate, of PHI in violation of this Agreement or applicable law.

5.7. **Sanctions**. Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses PHI in violation of this Agreement or applicable law.

5.8. **Covered Entity's Rights of Access and Inspection.** From time to time upon reasonable notice, or upon a reasonable determination by Covered Entity that Business Associate has breached this Agreement, Covered Entity may inspect the books and records of Business Associate to monitor compliance with this Agreement. The fact that Covered Entity inspect, or fail to inspect, or have the right to inspect, Business Associate's books and records does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity'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 Covered Entity's enforcement or termination rights under this Agreement. This Section shall survive termination of this Agreement.

5.9. **United States Department of Health and Human Services.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA and the HIPAA Regulations, provided that Business Associate shall promptly notify Covered Entity upon receipt by Business Associate of any such request for access by the Secretary of the United States Department of Health and Human Services, and shall provide Covered Entity with a copy thereof as well as a copy of all materials disclosed pursuant thereto, unless otherwise prohibited by law.

5.10. **Training.** Business Associate shall provide such training in the privacy and security of PHI to its Workforce (as that term is defined by 45 C.F.R. § 160.103) as is required for Business Associate's compliance with HIPAA, the HIPAA Regulations, and state laws.

6. **Obligation to Provide Access, Amendment and Accounting of PHI**.

6.1. **Access to PHI**. Business Associate shall make available to Covered Entity, in the time and manner designated by Focus, such information as may be necessary to allow Covered Entity to meet its obligations under HIPAA, the HIPAA Regulations, and state laws, PHI contained in a Designated Record Set held by Business Associate as Covered Entity may require to fulfill Focus and its customers' obligations to provide access to, and copies of, PHI in accordance with HIPAA, the HIPAA Regulations, and state law. In the event that any Individual requests access to PHI directly from Business Associate, Business Associate shall notify Covered Entity without delay, but in no event longer ten (10) business days after Business Associate's receipt of such request.

6.2. **Amendment of PHI**. Business Associate shall make available to Covered Entity PHI contained in a Designated Record Set held by Business Associate as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI in accordance with HIPAA and the HIPAA Regulations. In addition, Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such information maintained by Business Associate. In the event that any Individual requests amendment of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity without delay, but in no event longer ten (10) business days after Business Associate's receipt of such request.

6.3. **Accounting of Disclosures of PHI**

6.3.1. **Record of Disclosures**. Business Associate shall maintain a record of all disclosures of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, except for those disclosures identified in Section 6.3.2 below, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure which includes an explanation of the reason for such disclosure. Business Associate shall make this record available to Covered Entity upon Covered Entity's request. In the event that any Individual requests an accounting of disclosures of PHI directly from Business Associate, Business Associate shall notify Covered Entity without delay, but in no event longer ten (10) business days after Business Associate's receipt of such request, and provide Covered Entity with a record of disclosures within ten (10) business days of the Individual's request. If request from Individual comes to Covered Entity and Covered Entity notifies Business Associate that it requires information from Business Associate in order to respond to the Individual, Business Associate shall make available to Covered Entity such information as Covered Entity may require within ten (10) business days from the time of request by Covered Entity.

6.3.2. **Certain Disclosures Need Not Be Recorded**. The following disclosures need not be recorded:

6.3.2.1. disclosures to individuals of PHI about them as provided by the HIPAA Regulations;

6.3.2.2. disclosures for Covered Entity's directory, to persons involved in the Individual's care, or for other notification purposes as provided by the HIPAA Regulations;

6.3.2.3. disclosures for national security or intelligence purposes as provided by the HIPAA Regulations;

6.3.2.4. disclosures to correctional institutions or law enforcement officials as provided by the HIPAA Regulations;

6.3.2.5. disclosures that occurred prior to the later of (i) the Agreement Effective Date or (ii) the date that Covered Entity was required to comply with HIPAA and the HIPAA Regulations;

6.3.2.6. disclosures pursuant to an Individual's authorization in accordance with HIPAA and the HIPAA Regulations; and

6.3.2.7. any other disclosures excepted from the right to an accounting by the HIPAA Regulations.

7. **Material Breach, Enforcement and Termination.**

7.1. **Term.** This Agreement shall become effective on the Agreement Effective Date and shall continue unless or until this Agreement is terminated in accordance with the provisions of this Agreement or the Underlying Agreements between the parties have all terminated or expired and the Business Associate has completed performance of the services in all Underlying Agreements.

7.2. **Termination.** Covered Entity may terminate this Agreement and/or the Underlying Agreements as follows:

7.2.1. immediately if Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Regulations;

7.2.2. upon notice if all Underlying Agreements have been terminated or expired, whichever is earlier; or

7.2.3. pursuant to Section 7.3 of this Agreement.

7.3. **Remedies.** Upon one party's knowledge of a material breach of this Agreement by the other party, the non-breaching party shall either:

7.3.1. provide an opportunity for the breaching party to cure the breach and end the violation or terminate this Agreement and any applicable Underlying Agreement if the breaching party does not cure the breach or end the violation within thirty (30) days; or

7.3.2. immediately terminate this Agreement and the applicable Underlying Agreements if cure is not possible.

7.4. **Injunctions**. Covered Entity and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, Covered Entity shall be entitled to seek an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.

8. **General Provisions.**

8.1. **State Law**. Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI without written authorization from an Individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

8.2. **Amendment**. Covered Entity and Business Associate agree to enter into good faith negotiations to amend this Agreement to come into compliance with changes in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI.

8.3. **No Third Party Beneficiaries**. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

8.4. **Ambiguities**. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable law protecting the privacy, security and confidentiality of PHI, including, but not limited to, HIPAA, the HIPAA Regulations, and state law.

8.5. **Primacy**. To the extent that any provision of this Agreement conflict with the provisions of any other agreement or understanding between the parties, including any Underlying Agreement, this Agreement shall control.

8.6. **Destruction/Return of PHI.** Business Associate agrees, pursuant to 45 C.F.R. § 164.504 (e) (2) (ii) (I), upon termination of this Agreement or any Underlying Agreement, for whatever reason, to the following:

8.6.1. Business Associate will return or destroy all PHI, at the option of Covered Entity, if feasible, received from or created or received by it on behalf of Covered Entity with respect to such Underlying Agreement which Business Associate maintains in any form, and retain no copies of such information, except for copies retained for Business Associate's backup or archival purposes. Prior to doing so, Business Associate further agrees to recover, if feasible, any PHI in the possession of its subcontractors or agents or cause such subcontractors or agents to destroy any such PHI. An authorized representative of Business Associate shall certify in writing to Covered Entity, within thirty (30) days from the date of termination or other expiration of the applicable Underlying Agreement, that all PHI relating to the applicable Underlying Agreement has been returned or disposed of as provided above and that Business Associate and its subcontractors and agents no longer retain any such PHI in any form.

8.6.2. If it is not feasible for Business Associate to return or destroy any PHI, Business Associate will notify Covered Entity in writing. The notification shall include:

8.6.2.1. a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination; and

8.6.2.2. Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 and extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

8.6.3. If it is infeasible for Business Associate to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to comply with Subpart C of 45 C.F.R. Part 164 and extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any

further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

8.7. **Minimum Necessary**. Business Associate will disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.

8.8. **Integration.** This Agreement embodies and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof.

8.9. **Governing Law and Jurisdiction.** This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Wisconsin without regard to choice of law principles. The federal and state courts sitting in Brown County, Wisconsin shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement; and each party expressly consents to the personal jurisdiction of such courts.

8.10. **Notices**. Any notices to be given hereunder to a party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

To Business Associate:	Focus Solutions Group, Inc. 1440 W. Taylor Street Suite 4243 Chicago, IL 60607 Attention: President, CEO
To Covered Entity:	Address provided in the Underlying Agreements

Each party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.

8.11. **Privilege**. Notwithstanding any other provision in this Agreement, this Agreement shall not be deemed to be an agreement by Business Associate to disclose information that is privileged, protected or confidential under applicable law to the extent that such privilege, protection or confidentiality (a) has not been waived or (b) is not superseded by applicable law.