

## HIPAA Compliance Agreement

This HIPAA Compliance Agreement ("Agreement") is entered into by and between AVEZEN, LLC, doing business as TOUCHMD or Touch Dental, located at 99 North Main Suite #7, Cedar City, Utah 84720 ("Business Associate") and \_\_\_\_\_, located at \_\_\_\_\_, ("Covered Entity").

WHEREAS, Business Associate provides certain services in behalf or jointly with Covered Entity;

WHEREAS, HIPAA Rules require Business Associate to enter into a HIPAA compliance agreement with any Covered Entity that Business Associate provides services for in order to comply with HIPAA Rules; and

THEREFORE, and in consideration for the mutual benefit provided in this Agreement, Business Entity and Covered Entity agree as follows:

### **I. Definitions**

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean TouchMD.
- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement.
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (d) Protected Health Information. Protected Health Information has the same meaning as the term "Protected Health Information" in 45 CFR Part 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (e) Catch-all definition. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules; Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

### **II. Obligations and Activities of Covered Entity**

Covered Entity agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;
- (c) Report to Business Associate any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information, and any security incident of which it becomes aware;

- (d) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules, when requested;
- (e) Hold Business Associate harmless and indemnify Business Associate from all and any ability that arises in connection with Covered Entity's use and or misuse of Protected Health Information or HIPAA Rules, and any punishment therefrom.

**III. Provisions for covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- (a) Covered Entity agrees to notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- (b) Covered Entity agrees to notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- (c) Covered Entity agrees to notify Business Associate of any restriction on the use or disclosure of protected health information that covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

**V. Permissible Requests by Business Associate**

- (a) Business Associate shall not request Covered Entity to use or disclose protected health information in any manner that would not be permissible under any HIPAA Rules; however, if Business Associate learns that Covered Entity is in breach of any HIPAA Rules, Covered Entity agrees that Business Associate may request in writing that Covered Entity fix such breach, within a reasonable time period. If Covered Entity does not repair such breach, Covered Entity agrees that Business Associate may take further action to remedy such breach.

**VI. Term and Termination**

- (a) The Term of this Agreement shall be effective as of the date signed and the obligations herein shall continue in effect so long as Covered Entity uses, discloses or otherwise possesses any protected health information created or received on behalf of the Business Associate and until all protected health information created or received by Covered Entity on behalf of the Business Associate is destroyed or returned to Business Associate.
- (b) Either Business Entity or Covered Entity may cancel this Agreement at any time and for any reason.
- (c) Upon termination of this Agreement for any reason, Covered Entity shall continue to maintain the security and privacy of such protected health information in a manner consistent with the obligations of this Agreement and as required by applicable law.
- (d) The obligation of Covered Entity under this Section shall survive the termination of this Agreement.

**VII. Miscellaneous**

- (a) A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- (d) Business Associate and Covered Entity agree to work together and in good faith in all respects in connection with any request by a federal or state government authority for additional information or investigation.

IN WITNESS WHEREOF, each of the undersigned has caused this HIPAA Compliance Agreement to be duly executed in its name and on its behalf effective as of the date set forth below.

\_\_\_\_\_

TouchMD

By: \_\_\_\_\_

By: Tina Brown

Print  
Name: \_\_\_\_\_

Print  
Name: Tina Brown

Print  
Title: \_\_\_\_\_

Print  
Title: Office Manager

Date: \_\_\_\_\_

Date: 3/15/2018