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From: efax-notification@spectrotel.com <efax-notification@spectrotel.com>

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To: PhillipsCooper <mydentist@phillipscooper.com>

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HIPAA Business Associate Agreement

This Agreement is entered into between
Dr. Cooper and Associates

(“Covered Entity”)

and Enterprise Guardian Inc. (“Business Associate”). The HIPAA Business Associate Agreement (“Agreement”) shall be effective on Dec 6, 2022 (“Effective Date”).

WHEREAS, Covered Entity is subject to the “HIPAA Rules,” which for purposes of this Agreement shall include the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended;

WHEREAS, Business Associate may maintain, transmit, create or receive Protected Health Information (“PHI”) of individuals in the course of providing Business Associate’s HIPAA compliant email, web hosting, instant messaging, video conferencing, and/or cloud storage services to Covered Entity. A more detailed description of the services that Business Associate will perform for the Covered Entity is set forth in the Terms of Service Agreement: <https://www.eguard.com/terms-of-service>

THE PARTIES THEREFORE AGREE TO THE FOLLOWING:

1. Definitions

Terms used, but not otherwise defined, in this Agreement, shall have the same meaning as those terms as defined in the HIPAA Rules. The parties recognize that electronic PHI is a subset of PHI, all references to PHI in this Agreement shall include electronic PHI.

2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement and to comply with the HIPAA Security Rule (Subpart C of 45 CFR Part 164).
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effects that are known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure

of the PHI not provided for by this Agreement of which it becomes aware, including a Breach of Unsecured PHI as required by 45 CFR 164.410.

(e) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 45 CFR 164.308(b)(2) to ensure that any individual or entity that subcontracts with Business Associate to create, receive, maintain or transmit PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through the HIPAA Rules and this Agreement to Business Associate with respect to such information.

(f) To the extent that Business Associate maintains a designated record set on behalf of Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity, as necessary to allow Covered Entity to meet the requirements under 45 CFR 164.524.

(g) To the extent that Business Associate maintains a designated record set on behalf of Covered Entity, Business Associate agrees to make any amendment(s) to PHI that the Covered Entity directs as necessary for compliance with 45 CFR 164.526.

(h) Business Associate agrees to make 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 Covered Entity, or at the request of the Covered Entity to the Secretary, within a reasonable time of such request for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(i) If Business Associate is required to make a disclosure of information because of a legal requirement, it will track such a disclosure and will provide information to Covered Entity that would be necessary 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.

(j) Business Associate agrees that it will use or disclose only the minimal amount of PHI necessary to accomplish the intended purpose.

(k) Business Associate agrees to alert Covered Entity of any Security Incident of which it becomes aware.

(l) To the extent Business Associate is to carry out one of Covered Entity's obligations under the Privacy Rule, Business Associate agrees to comply with the requirements of the HIPAA Rules that apply to Covered Entity in the performance of such obligation.

3. **Permitted Uses and Disclosures by Business Associate**

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as requested by Covered Entity provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities 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.
- (c) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

4. **Obligations of Covered Entity**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) Covered Entity shall notify Business Associate of any requirement or restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such requirement or restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall reimburse Business Associate for any costs incurred as a result of such additional restriction or requirement if reimbursement is requested by Business Associate.

5. **Permissible Requests by Covered Entity**

Except as otherwise permitted by this Agreement, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

6. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the Effective Date and shall continue in full force and effect until termination as set forth below.

(b) Termination. This Agreement may be terminated at any time and for any reason by either party or at such time that Business Associate ceases providing services to Covered Entity. In the event of termination or expiration of this Agreement, to the extent feasible, Business Associate will return or destroy all PHI received from Covered Entity.

Covered Entity is responsible for migrating the PHI to another business associate. If directed by Covered Entity, Business Associate agrees to assist Covered Entity in transmitting the PHI returned to Covered Entity to another business associate. If Business Associate provides assistance, Covered Entity agrees it will reimburse Business Associate for data migration services at a rate of \$50 per hour. Covered Entity may request that Business Associate provide any available PHI either through online download or on a storage device for a fee.

(c) Continued Safeguard of Information. Depending on the nature of Business Associate's services, the parties may mutually agree that immediate return or destruction of the information is infeasible. Under such circumstances, Business Associate will extend the protections of this Agreement for as long as the information is maintained and will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. When the information is no longer needed by Business Associate, the information will be returned or destroyed. The Business Associate's obligations to continue to safeguard PHI shall survive the termination of the Agreement.

7. Miscellaneous

(a) No Third Party Beneficiary Rights. Nothing express or implied in this Agreement is intended to give, nor shall anything herein give any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

(b) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

(c) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(d) Limitation of Liability. In no event shall Business Associate (or any director, officer or employee or any entity controlling, controlled by or under common

control with Business Associate) be liable to Covered Entity or to any third party for any special, consequential, incidental, or indirect damages, however caused and under any theory of liability arising out of this Agreement, whether or not advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy. In the event that Business Associate is held liable arising out of or relating to this Agreement or the obligations of Business Associate under this Agreement, Business Associate's aggregate liability under any legal theory, including tort claims, shall not exceed the amounts paid and to be paid by Covered Entity pursuant to the Parties' underlying services agreement within the six month period prior to such event occurring that gives rise to such liability.

(e) Notices. Any notice or other communication given to either Party pursuant to this Agreement must be in writing and (i) delivered personally, (ii) delivered by overnight express, or (iii) sent by registered or certified mail, postage prepaid, to the address set forth below and shall be considered given upon delivery.

AGREED TO ON BEHALF OF

Dr. Cooper and Associates
("COVERED ENTITY")

By: Donald Cooper DDS FGD

Title: VP
Address: 1625 K Street NW, Suite 1
City: Washington
State: DC
Zip: 20006

AGREED TO ON BEHALF OF ENTERPRISE GUARDIAN INC.
("BUSINESS ASSOCIATE")

By:

Title: Compliance Officer
Address: 3070 Bristol St Ste 320
City: Costa Mesa
State: CA
Zip: 92626