

Business Associate Agreement

Between Covered Entity (Company) and DYNASTY PLAYS, a dba of Silicon Benefits, Inc.
(Business Associate)

This Business Associate Agreement ("BAA") is entered into as of the Effective Date by and between _____ ("Covered Entity") and DYNASTY PLAYS, a dba of Silicon Benefits, Inc. ("Business Associate"), and is incorporated into and made part of the Consulting Services Agreement between the parties (the "Underlying Agreement"). This BAA is a prerequisite to the exchange of Protected Health Information ("PHI") between the parties.

1. Definitions

Capitalized terms used but not otherwise defined in this BAA shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations at 45 C.F.R. Parts 160 and 164 ("HIPAA Rules"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH").

2. Permitted Uses and Disclosures of PHI

Business Associate may use and disclose PHI received from, or created or received on behalf of, Covered Entity solely to perform the Services under the Underlying Agreement, for the proper management and administration of Business Associate, and to carry out its legal responsibilities. Business Associate shall not use or disclose PHI in a manner that would violate the HIPAA Rules if done by Covered Entity.

3. Safeguards

Business Associate shall implement and maintain appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI, including electronic PHI, as required by 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316.

4. Reporting and Breach Notification

Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this BAA, any Security Incident, and any Breach of Unsecured PHI, without unreasonable delay and in no case later than sixty (60) calendar days after discovery, in accordance with 45 C.F.R. § 164.410. Business Associate shall provide all information reasonably required by Covered Entity to satisfy its breach-notification obligations.

5. Subcontractors

Business Associate shall ensure that any subcontractor that creates, receives, maintains, or transmits PHI on its behalf agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate under this BAA, in accordance with 45 C.F.R. § 164.502(e)(1)(ii).

6. Access, Amendment, and Accounting

Business Associate shall, within fifteen (15) business days of a written request from Covered Entity: (a) make PHI available to Covered Entity or the Individual as required by 45 C.F.R. § 164.524; (b) make PHI available for amendment and incorporate amendments as required by 45 C.F.R. § 164.526; and (c) make available the information required to provide an accounting of disclosures as required by 45 C.F.R. § 164.528.

7. Compliance with the Minimum Necessary Standard

Business Associate shall request, use, and disclose only the minimum necessary PHI to accomplish the intended purpose, in accordance with 45 C.F.R. § 164.502(b).

8. Term and Termination

This BAA shall be effective as of the Effective Date and shall remain in effect until termination of the Underlying Agreement. Covered Entity may terminate this BAA and the Underlying Agreement upon written notice if Covered Entity determines that Business Associate has materially breached this BAA and the breach is not cured within thirty (30) days of written notice.

9. Return or Destruction of PHI

Upon termination of this BAA, Business Associate shall, if feasible, return or destroy all PHI received from, or created or received on behalf of, Covered Entity. If return or destruction is not feasible, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible.

10. Mitigation

Business Associate shall mitigate, to the extent practicable, any harmful effect known to Business Associate of a use or disclosure of PHI in violation of this BAA.

11. Amendment

The parties agree to amend this BAA from time to time as necessary for Covered Entity to comply with the requirements of the HIPAA Rules.

12. No Third-Party Beneficiaries

Nothing in this BAA shall confer upon any person other than the parties any right, remedy, or claim, including any right to enforce any provision hereof.

13. Interpretation

Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Rules.

IN WITNESS WHEREOF, the parties have executed this BAA as of the Effective Date.

COVERED ENTITY (COMPANY)

BUSINESS ASSOCIATE

By: _____

DYNASTY PLAYS, a dba of Silicon Benefits, Inc.

Name: _____

By: _____

Title: _____

Name: Don M. Canada, Jr.

Date: _____

Title: President

Date: _____