

HIPAA SECOND-TIER BUSINESS ASSOCIATE AGREEMENT

This letter of agreement is dated July 15, 2022 by Hybrid Medical Solution and Digital Limelight Media.

BACKGROUND STATEMENTS

A. Digital Limelight Medica is a Business Associate of one or more Covered Entities as such terms are defined in the HIPAA Regulations, and as such, is required to have a written agreement with each Covered Entity providing safeguards for and restrictions concerning the use and disclosure of Protected Health Information, and in turn, Hybrid Medical Solution is required by HIPAA Regulations to ensure that its partner, Digital Limelight Media, to whom it provides Protected Health Information respect to such information; and

B. The purpose of this Agreement is to satisfy the requirements of HIPAA and the HIPAA Regulations and to achieve compliance by Digital Limelight Media with respect to its agreement with Hybrid Medical Solution.

IN CONSIDERATION OF THE FOREGOING, and of the desire of each party to continue providing or receiving services under the Agreement, the parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Agreement, capitalized terms have the same meaning as set forth in the Health Insurance portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services at 45 CFR parts 160-164 (“HIPAA Regulations”).

2. **Agreements Regarding Protected Health Information**

(a) Digital Limelight Media shall not use or otherwise disclose Protected Health Information it receives from Hybrid Medical Solution for any purpose other than the expressly permitted or required in the Agreement or this Agreement or as required by applicable law. Notwithstanding any other provisions of the Agreement, Digital Limelight Media shall not use or disclose Protected Health Information in a manner that violates the HIPAA Regulations if such use or disclosure was made by Hybrid Medical Solution.

(b) Digital Limelight Media shall use reasonable and appropriate safeguards to maintain the confidentiality, integrity and availability of the Protected Health Information disclosed to it by Hybrid Medical Solution. Such safeguards shall include physical safeguards, administrative safeguards and technical safeguards. Hybrid Medical Solution shall document its security procedures and policies as required by the HIPAA information security rule, and shall make its policies and procedures available to Digital Limelight Media on request.

(c) Digital Limelight Media shall notify Hybrid Medical Solution within two (2) business days after becoming aware of any of the following: (i) any use or disclosure of protected health information that is not permitted under this agreement: (ii) any security incident

involving protected health information; or (iii) any breach of unsecure protected health information.

3. **Authorized Alteration of Protected Health Information**

(a) Digital Limelight Media acknowledges that the HIPAA Regulations require Hybrid Medical Solution to provide access to Protected Health Information to the subject of that information, if and when Digital Limelight Media makes any material alteration to such information. For purposes of this section, the material alteration of Protected Health Information means any addition deletion or change to the information of any substance other than the addition of indexing, coding or other administration identifiers for the purpose of facilitating the identification or processing of such information.

(b) Digital Limelight Media shall provide Hybrid Medical Solution with the notice of each material alteration in any Protected Health Information and shall cooperate promptly with Hybrid Medical Solution in responding to any request made by any subject of such information to Digital Limelight Media to inspect and/or copy such information.

(c) Digital Limelight Media shall promptly incorporate all amendments or corrections to Protection Health Information when notified by Hybrid Medical Solution of such amendments or corrections.

4. **Enforcement by Third Parties.** Digital Limelight Media acknowledges and agrees that any individual who is the subject of Protected Health Information disclosed by Hybrid Medical Solution to Digital Limelight Media is a third-party beneficiary of this Agreement and may, to the extent otherwise permitted by law, enforce directly against Vendor any rights such individual may have under this Agreement, or any other law, relating to or arising out of Hybrid Medical Solution violation of any provisions of this Agreement.

5. **Procedures at Termination.** Upon the termination of the Agreement, Digital Limelight Media will return to Hybrid Medical Solution or, at Hybrid Medical Solution direction, destroy, all Protected Health Information received from Hybrid Medical Solution that Digital Limelight Media maintains in any form, recorded on any medium or stored in any storage system.

6. **Construction.** This Agreement shall be construed as necessary to implement and comply with HIPAA and the HIPAA Regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that compiles and is consistent with HIPAA and the HIPAA Regulations.

7. **Indemnity.** Digital Limelight Media hereby indemnifies and holds Hybrid Medical Solution harmless from any claims made against it by a Covered Entity, an individual, or any other person, and any resulting liability. Loss, damages, cost or expenses (including attorney's fees) arising out of Digital Limelight Media breach of this Agreement.

8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Hybrid Medical Solution

By: _____

Name: _____

Title: _____

Digital Limelight Media

By: _____

Name: _____

Title: _____