



HIPAA PRIVACY COMPLIANCE AGREEMENT FOR BUSINESS ASSOCIATES

THIS AGREEMENT is made this ____ day of _____, 2019 by and among _____ ("Covered Entity") and Arfinn Learning Solutions, Inc. organized under the laws of State of Florida ("Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

WHEREAS, Covered Entity is a health care provider whose activities are generally described as the operation of a physician medical practice.

WHEREAS, Business Associate is in the business of providing services to the health care industry, and its activities are generally described as the operation of an electronic medical record and treatment efficacy portal (hereafter referenced as 'Portal')

WHEREAS, while the nature of the existing contractual relationship ("Underlying Agreement") between Covered Entity and Business Associate does not necessarily involve the disclosure or handling of Protected Health Information as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), including all pertinent regulations issued by the Department of Health and Human Services ("HHS"), the Parties recognize that, in the course of providing services under the Underlying Agreement, Business Associate may create, receive, maintain or transmit Covered Entity's PHI;

The premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions: 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, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

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 ArfinnMed.

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, shall mean Atlantic Coast Cannabis MD.

C. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

D. PHI. PHI shall mean Protected Health Information ("PHI") as that term is defined at 45 CFR 160.103, but shall be limited to that PHI that Business Associate creates, receives, maintains or transmits from or for Covered Entity.

2. Obligations and Activities of Business Associate

Business Associate agrees to:

A. Not use or disclose protected health information other than as permitted or required by the Underlying Agreement, this Agreement, or as required by law;

B. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

C. Report to covered entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware (provided that this Agreement shall serve as notice to Covered Entity of the likely occurrence and continued existence of unsuccessful security incidents such as port scans and firewall pings on Business Associate's computer network; and provided further, that Business Associate is not an agent of Covered Entity for breach notification purposes);

D. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that

create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to substantially the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

E. Make available PHI maintained by Business Associate in a designated record set, if any, to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

F. Make any amendment(s) to PHI maintained by Business Associate in a designated record set, if any, as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

G. Maintain and make available the information required to provide an accounting of disclosures of PHI to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

H. To the extent Business Associate is to carry out Covered Entity's obligations under the HIPAA Privacy Rules, comply with the requirements of the HIPAA Privacy Rule that apply to Covered Entity in the performance of such obligation; and

I. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

A. Business Associate may use or disclose PHI for the performance of Business Associate's obligations under the Underlying Agreement or as otherwise permitted or required by law. Business Associate may also use or disclose PHI for Business Associate's proper management and administration, provided that any such disclosure shall only be as required by law or if the recipient agrees to maintain the confidentiality of the PHI, only further use or disclose such PHI for the purposes for which it was disclose to such party, and notify Business Associate of any breach of confidentiality of such PHI. Business Associate may extract non-identifiable patent data while on site at Covered Entity.

B. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth herein.

C. Business Associate may de-identify PHI in strict accordance with the HIPAA Rules, and may provide data aggregation services relating to the health care operations of Covered Entity.

4. Term, Termination, and Amendment

A. Term. This Agreement shall be of no force and effect unless and until Business Associate, and shall cease to be effective if The Term of this Agreement shall be effective as of the first time Business Associate creates, receives, maintains or transmits PHI for or from Covered Entity, and shall terminate on the the earlier to occur of (i) the date Business Associate ceases to create, receive, maintain, or transmit PHI for or from Covered Entity, (ii) the date Business Associate returns or destroys all PHI, or (iii) the date of termination of the Underlying Agreement.

B. Upon termination of this Agreement, Business Associate shall, if feasible, return or destroy all PHI; if return or destruction is not feasible, Business Associate will extend the protections of this Agreement to any such retained PHI for so long as Business Associate retains such PHI, which shall be returned or destroyed when feasible. Business Associate will remove all covered entities data from the portal upon written request by covered entity.

C. 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.

5. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. The Parties recognize that Covered Entity may have other business associates or agents; Business Associate shall not be responsible for the performance of such other business associates, and shall be entitled to treat such other business associates as permitted agents as directed by Covered Entity.

In Witness Whereof, the Parties have caused this Agreement to be executed by their duly authorized agents.

Business Associate signature and date

James West CEO _____

Covered Entity Signature
