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BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("BAA") is effective upon execution and amends and is made part of the Agent/ Agency Agreement (or Producer Agreement, as applicable) ("AGREEMENT") entered into by and between Select Benefits Group, Inc., a Utah corporation doing business as "Dental Select" ("COMPANY") and the Agent/ Agency identified at the end of this BAA ("BUSINESS ASSOCIATE"). COMPANY and BUSINESS ASSOCIATE are collectively referred to herein as the "PARTIES" or each individually as a "PARTY."

The purpose of this BAA is to modify the AGREEMENT to incorporate the terms of this BAA and to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH ACT"), and any regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HHS") that relate to the obligations of Business Associates.

In consideration for the promises and mutual covenants and conditions set forth herein, the sufficiency and receipt of which the Parties acknowledge, COMPANY and BUSINESS ASSOCIATE hereby agree as follows:

- I. Definitions. Capitalized terms used herein that are not otherwise defined shall have the same meaning ascribed to those terms in HIPAA, the HITECH ACT, and any current and future regulations promulgated under HIPAA and/ or the HITECH ACT. See 45 C.F.R. §§ 160.103, 164.402 and 164.501.
- II. Privacy of Protected Health Information.
 - A. Permitted Uses and Disclosures. Except as otherwise limited in this BAA, BUSINESS ASSOCIATE is permitted to Use and Disclose Protected Health Information ("PHI") it requests, creates or receives for or from COMPANY or another Business Associate of COMPANY (collectively hereinafter, "PROTECTED INFORMATION") only as follows:
 1. Functions and Activities on Behalf of COMPANY. To perform functions, activities, services, and operations on behalf of COMPANY, consistent with the Privacy Rule and the HITECH ACT, as specified herein.
 2. Operations of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE may Use or Disclose PHI for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE, provided, however, that any such Uses or Disclosures are:
 - (a) Required By Law; or
 - (b) BUSINESS ASSOCIATE obtains reasonable assurances from the Person to whom the information is Disclosed that:
 - (i) The PHI shall 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
 - (ii) The Person notifies the BUSINESS ASSOCIATE (who shall in turn notify COMPANY in accordance with Section V.A of this BAA) of any instances of which it is aware in which the confidentiality of the information has been the subject of a Breach.
 3. Minimum Necessary and Limited Data Set. In any instance when BUSINESS ASSOCIATE Uses, Discloses or requests PHI under the AGREEMENT or this BAA, BUSINESS ASSOCIATE shall utilize a Limited Data Set, if practicable. Otherwise, BUSINESS ASSOCIATE may Use or Disclose only the

minimum amount of PHI reasonably necessary to accomplish the intended purpose of the Use, Disclosure or request, except that BUSINESS ASSOCIATE shall not be obligated to comply with this minimum necessary limitation with respect to:

- (a) Use for or Disclosure to an Individual who is the subject of PHI, or that Individual's Personal Representative;
 - (b) Use or Disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an Individual who is the subject of PHI to be Used or Disclosed, or by that Individual's Personal Representative;
 - (c) Disclosure to the HHS, in accordance with Section VI.A of this BAA;
 - (d) Use or Disclosure that is Required by Law;
 - (e) Any other Use or Disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. §§ 164.502(b)(2); or
 - (f) Disclosure to or request by a Health Care Provider for Treatment.
4. Use by Workforce. BUSINESS ASSOCIATE shall advise members of its Workforce of their obligations to protect and safeguard PHI. BUSINESS ASSOCIATE shall take appropriate disciplinary action against any member of its Workforce who Uses or Discloses PHI in contravention of this BAA.
- B. Prohibition on Unauthorized Uses and Disclosures.
1. BUSINESS ASSOCIATE shall neither Use nor Disclose PROTECTED INFORMATION except as permitted or required hereunder or in writing by COMPANY or as Required by Law. This BAA does not authorize BUSINESS ASSOCIATE to Use or Disclose PROTECTED INFORMATION in a manner that shall violate 45 C.F.R. Parts 160 – 164 if such Use or Disclosure was done by COMPANY.
 2. BUSINESS ASSOCIATE shall not develop, request, Use or Disclose any list, description, or other grouping of Individuals, that is derived using PHI received from or on behalf of COMPANY, except as otherwise specifically permitted hereunder.
- C. Information Safeguards.
1. Privacy of PHI. BUSINESS ASSOCIATE shall Use and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy of PROTECTED INFORMATION. These safeguards must reasonably protect PROTECTED INFORMATION from any intentional or unintentional Use or Disclosure in violation of the Privacy Rule, 45 C.F.R. Part 164, Subpart E, and this BAA, and limit incidental Uses or Disclosures made pursuant to a Use or Disclosure otherwise permitted by this BAA.
 2. Security of Electronic PHI. BUSINESS ASSOCIATE shall Use and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and/ or Electronic PHI that it creates, receives, maintains, or transmits on behalf of COMPANY as required by the Security Rule, 45 C.F.R. Part 164, Subpart C, and as required by the HITECH ACT. BUSINESS ASSOCIATE shall also develop and implement policies and procedures and meet the Security Rule documentation requirements as required by the HITECH ACT.
 3. Subcontractors and Agents. BUSINESS ASSOCIATE shall require any of its subcontractors and agents, to which BUSINESS ASSOCIATE is permitted by this BAA or in writing by COMPANY to Disclose PROTECTED INFORMATION, to provide reasonable assurance, evidenced by written contract, that such subcontractor or agent shall comply with the same privacy and security safeguard obligations with respect to PROTECTED INFORMATION that are applicable to BUSINESS ASSOCIATE under this BAA.

III. Compliance with Transaction Standards.

- A. Electronic Transactions Conducted on Behalf of COMPANY. If BUSINESS ASSOCIATE conducts in whole or part electronic Transactions on behalf of COMPANY for which HHS has established Standards, BUSINESS ASSOCIATE shall comply, and shall require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. BUSINESS ASSOCIATE shall not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of COMPANY that:
1. Changes the definition, data condition, or Use of a data element or segment in a Standard Transaction;
 2. Adds any data element or segment of the maximum defined data set;
 3. Uses any code or data element that is marked "not used" in the Standard Transaction's Implementation Specification or is not in the Standard Transaction's Implementation Specification; or
 4. Changes the meaning or intent of the Standard Transaction's Implementation Specification.

IV. Individual Rights: Access, Amendment and Disclosure Accounting.

- A. Access. BUSINESS ASSOCIATE shall, within thirty (30) days of receiving a request from COMPANY, make available to COMPANY or, at COMPANY's direction, to an Individual (or the Individual's Personal Representative) for inspection and obtaining copies, any PHI about the Individual that is in BUSINESS ASSOCIATE's custody or control, so that COMPANY may meet its access obligations under C.F.R. § 164.524 and, where applicable, the HITECH ACT. BUSINESS ASSOCIATE shall make such information available in an electronic format where directed by COMPANY.
- B. Amendment. BUSINESS ASSOCIATE shall, upon receipt of written notice from COMPANY, promptly amend or permit COMPANY access to amend any portion of the PHI which BUSINESS ASSOCIATE created or received for or from COMPANY, pursuant to and required by applicable law, including, but not limited to, 45 C.F.R. § 164.526.
- C. Disclosure Accounting. So that COMPANY may meet its Disclosure accounting requirements pursuant to and required by applicable law, including but not limited to 45 C.F.R. § 164.528:
1. Disclosures Subject to Accounting. BUSINESS ASSOCIATE shall record the information specified in Section IV.C.3 for each Disclosure of PROTECTED INFORMATION, not excepted from Disclosure accounting as specified in Section IV.C.2 below, that BUSINESS ASSOCIATE makes to COMPANY or to a third party.
 2. Disclosures Not Subject to Accounting. BUSINESS ASSOCIATE shall not be obligated to record Disclosure information or otherwise account for Disclosures of PROTECTED INFORMATION:
 - (a) That occurred before April 14, 2003;
 - (b) For Treatment, Payment or Health Care Operations activities (except where such recording or accounting is required by the HITECH ACT, and as of the effective dates for this provision of the HITECH ACT);
 - (c) To an Individual who is the subject of PROTECTED INFORMATION Disclosed, or to that Individual's Personal Representative;
 - (d) Pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an Individual who is the subject of PROTECTED INFORMATION Disclosed, or by that Individual's Personal Representative;
 - (e) For notification of and to Persons involved in the care or Payment related to the Health Care of an Individual who is the subject of PROTECTED INFORMATION Disclosed and for disaster relief;

- (f) To law enforcement officials or Correctional Institutions in accordance with 45 C.F.R. § 164.512(k)(5);
 - (g) For national security or intelligence purposes in accordance with 45 C.F.R. § 164.512(k)(2);
 - (h) In a Limited Data Set;
 - (i) Incident to a Use or Disclosure that BUSINESS ASSOCIATE is otherwise permitted to make by this BAA; and
 - (j) Otherwise excepted from Disclosure accounting as specified in 45 C.F.R. § 164.528.
- 3. Disclosure Information. With respect to any Disclosure by BUSINESS ASSOCIATE of PROTECTED INFORMATION that is not excepted from Disclosure accounting by Section IV.C.2 above, BUSINESS ASSOCIATE shall record the following Disclosure information as applicable to the type of accountable Disclosure made:
 - (a) Disclosure Information Generally. Except for repetitive Disclosures of PROTECTED INFORMATION as specified in Section IV.C.3(b) below, the Disclosure information that BUSINESS ASSOCIATE must record for each accountable Disclosure is: (i) the Disclosure date; (ii) the name and (if known) address of the entity to which the BUSINESS ASSOCIATE made the Disclosure; (iii) a brief description of PROTECTED INFORMATION Disclosed; and (iv) a brief statement of the purpose of the Disclosure. BUSINESS ASSOCIATE further shall provide any additional information to the extent required by the HITECH ACT and the regulations promulgated thereunder.
 - (b) Disclosure Information for Repetitive Disclosures. For repetitive Disclosures of PROTECTED INFORMATION that BUSINESS ASSOCIATE makes for a single purpose to the same Person or entity (including COMPANY), the Disclosure information that BUSINESS ASSOCIATE must record is either the Disclosure information specified in Section IV.C.3(a) above for each accountable Disclosure; or (i) the Disclosure information specified in Section IV.C.3(a) above for the first of the repetitive accountable Disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable Disclosures, and (iii) the date of the last of the repetitive accountable Disclosures.
- 4. Availability of Disclosure Information. Unless otherwise provided under the HITECH ACT, BUSINESS ASSOCIATE shall maintain the Disclosure information for at least six (6) years following the date of the accountable Disclosure to which the Disclosure information relates. BUSINESS ASSOCIATE shall make the Disclosure information available to COMPANY within thirty (30) days following COMPANY's request for such Disclosure information to comply with an Individual's request for Disclosure accounting. In addition, where BUSINESS ASSOCIATE is contacted directly by an Individual based on information provided to the Individual by COMPANY and where so required by the HITECH ACT and/or any accompanying regulations, BUSINESS ASSOCIATE shall make such Disclosure information available directly to the Individual.
- D. Confidential Communications and Restriction Agreements. BUSINESS ASSOCIATE shall promptly, upon receipt of notice from COMPANY, send an Individual's communications to the identified alternate address. BUSINESS ASSOCIATE shall comply with any agreement that Dental Select makes that either (1) restricts Use or Disclosure of PROTECTED INFORMATION pursuant to 45 C.F.R. § 164.522(a), or (2) requires confidential communication about PROTECTED INFORMATION pursuant to 45 C.F.R. § 164.522(b), provided that COMPANY notifies BUSINESS ASSOCIATE in writing of the restriction or confidential communication obligations that BUSINESS ASSOCIATE must follow. COMPANY shall promptly notify BUSINESS ASSOCIATE in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct BUSINESS ASSOCIATE whether any of PROTECTED INFORMATION shall remain subject to the terms of the restriction agreement.

V. Privacy Obligation Breach and Security Incidents.

A. Reporting. BUSINESS ASSOCIATE shall provide written notification to COMPANY when the BUSINESS ASSOCIATE discovers a Breach of Unsecured PHI. A Breach is deemed to have been discovered by a BUSINESS ASSOCIATE as of the first day on which BUSINESS ASSOCIATE (by its employee, officer, or other agent) knows or would have known of such Breach by exercising reasonable diligence.

1. Privacy Breach. BUSINESS ASSOCIATE shall report to COMPANY any Use or Disclosure of PROTECTED INFORMATION not permitted by this BAA or in writing by COMPANY. In addition, BUSINESS ASSOCIATE shall report, following discovery and without unreasonable delay, but in no event later than ten (10) business days following any discovery, any Breach of Unsecured PHI. BUSINESS ASSOCIATE shall cooperate with COMPANY in investigating the Breach and in meeting the COMPANY's obligations under the HITECH ACT and any other security Breach notification laws.

(a) Report Contents. Any such report shall include the identification (if known) of each Individual whose Unsecured PHI has been, or is reasonably believed by BUSINESS ASSOCIATE to have been, accessed, acquired or Disclosed during such Breach. BUSINESS ASSOCIATE shall make the report to COMPANY's Privacy Officer not more than five (5) calendar days after BUSINESS ASSOCIATE learns of such non-permitted Use or Disclosure. BUSINESS ASSOCIATE's report shall at least:

- (i) Identify the nature of the non-permitted access, Use or Disclosure, including the date of the Breach and the date of the discovery of the Breach;
- (ii) Identify PROTECTED INFORMATION accessed, Used or Disclosed as part of the Breach (e.g., full name, social security number, date of birth, etc.);
- (iii) Identify who made the non-permitted access, Use or Disclosure and who received the non-permitted Disclosure;
- (iv) Identify what corrected action BUSINESS ASSOCIATE has taken or shall take to prevent further non-permitted Uses or Disclosures;
- (v) Identify what BUSINESS ASSOCIATE did or shall do to mitigate any deleterious effect of the non-permitted access, Use or Disclosure; and
- (vi) Provide such other information, including a written report, as COMPANY may reasonably request.

Any items not known at the time of the initial report shall be substantially reported to COMPANY as answers are determined. All elements shall be reported no later than sixty (60) days after the date of the initial report, or as soon as feasible, whichever is sooner.

2. Security Incidents. BUSINESS ASSOCIATE shall report to COMPANY any attempted or successful (a) unauthorized access, Use Disclosure, Modification, or destruction of COMPANY's Electronic PHI; or (b) interference with BUSINESS ASSOCIATE's system operations in BUSINESS ASSOCIATE's information systems, of which BUSINESS ASSOCIATE becomes aware. BUSINESS ASSOCIATE shall make this report upon COMPANY's request, except if any such security incident resulted in a Disclosure of PROTECTED INFORMATION not permitted by this BAA, BUSINESS ASSOCIATE shall make the report in accordance with Section V.A above.

3. Unsuccessful Security Incidents. The Parties acknowledge and agree that this Section V.A.3 constitutes notice by BUSINESS ASSOCIATE to COMPANY of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to COMPANY shall be required. "Unsuccessful Security Incidents" shall include, without limitation, pings and other broadcast attacks on BUSINESS ASSOCIATE's firewall, port scans, unsuccessful logon attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, Use or Disclosure of PHI.

4. Mitigation. BUSINESS ASSOCIATE agrees to mitigate to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of any security incident related to PHI or any Use or Disclosure of PHI by BUSINESS ASSOCIATE in violation of the requirements of this BAA.

B. Termination of AGREEMENT.

1. Right to Terminate for Breach.

- (a) COMPANY may terminate the AGREEMENT if it determines, in its sole discretion, that BUSINESS ASSOCIATE has breached any provision of this BAA. COMPANY may, in its sole discretion, provide a reasonable opportunity for BUSINESS ASSOCIATE to cure the breach and may, in its sole discretion, reasonably extend the time to cure. COMPANY may, in its sole discretion, require that BUSINESS ASSOCIATE prepare a corrective action plan to cure the breach if BUSINESS ASSOCIATE requests that the time to cure be extended. COMPANY may exercise this right to terminate the AGREEMENT by providing BUSINESS ASSOCIATE written notice of termination, stating the breach of this BAA and the failure to cure said breach provides the basis for the termination. Any such termination shall be effective immediately or at such other date specified in COMPANY's notice of termination. If for any reason COMPANY determines that BUSINESS ASSOCIATE has breached the terms of this BAA and such breach has not been cured, but COMPANY determines that termination of the AGREEMENT is not feasible, COMPANY may report such breach to HHS.

- (b) BUSINESS ASSOCIATE may terminate AGREEMENT if it determines, after reasonable consultation with COMPANY, that COMPANY has breached any material provision of this BAA and upon written notice to COMPANY of the breach, COMPANY fails to cure the breach within sixty (60) days after receipt of the notice. BUSINESS ASSOCIATE may exercise this right to terminate AGREEMENT by providing COMPANY written notice of termination, stating the breach of this BAA and the failure to cure said breach provides the basis for the termination. Any such termination shall be effective upon such reasonable date as the PARTIES mutually agree. If BUSINESS ASSOCIATE reasonably determines that COMPANY has breached the terms of this BAA and such breach has not been cured, but BUSINESS ASSOCIATE and Company mutually determine that termination of the AGREEMENT is not feasible, BUSINESS ASSOCIATE may report such breach to HHS.

2. Obligations on Termination.

- (a) Return or Destruction of PROTECTED INFORMATION as Feasible. Upon termination or other conclusion of BAA, BUSINESS ASSOCIATE shall, if feasible, return to COMPANY or destroy all of PROTECTED INFORMATION in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any Individual who is a subject of PROTECTED INFORMATION. BUSINESS ASSOCIATE shall require any subcontractor or agent, to which BUSINESS ASSOCIATE has Disclosed PROTECTED INFORMATION as permitted hereunder to if feasible return to BUSINESS ASSOCIATE (so that BUSINESS ASSOCIATE may return it to COMPANY) or destroy all of PROTECTED INFORMATION in whatever form or medium received from BUSINESS ASSOCIATE, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any Individual who is a subject of PROTECTED INFORMATION, and certify on oath to BUSINESS ASSOCIATE that all such information has been returned or destroyed. BUSINESS ASSOCIATE shall complete these obligations as promptly as possible, but not later than sixty (60) days following the effective date of the termination or other conclusion of AGREEMENT.

- (b) Procedure When Return or Destruction is Not Feasible. BUSINESS ASSOCIATE shall identify any of PROTECTED INFORMATION, including any that BUSINESS ASSOCIATE has Disclosed to subcontractors or agents as permitted hereunder, that cannot feasibly be returned to COMPANY or destroyed and explain why return or destruction is not feasible. Where COMPANY agrees that such return or destruction is not feasible, BUSINESS ASSOCIATE shall limit its further Use or Disclosure of such information to those purposes that make return or destruction of such information infeasible. If COMPANY does not agree, subparagraph (a) above shall apply. BUSINESS ASSOCIATE shall, by its written contract with any subcontractor or agent to which BUSINESS ASSOCIATE Discloses PROTECTED INFORMATION as permitted by Section II.C.3 of this BAA, require such subcontractor or agent to limit its further Use or Disclosure of PROTECTED INFORMATION that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. BUSINESS ASSOCIATE shall complete these obligations as promptly as possible, but not later than sixty (60) days following the effective date of the termination or other conclusion of AGREEMENT.
 - (c) Continuing Privacy and Security Obligation. BUSINESS ASSOCIATE's obligation to protect the privacy and safeguard the security of PROTECTED INFORMATION as specified in this BAA shall be continuous and survive termination or other conclusion of the AGREEMENT and this BAA.
 - (d) Other Obligations and Rights. BUSINESS ASSOCIATE's other obligations and rights and COMPANY's obligations and rights upon termination or other conclusion of the AGREEMENT shall be those set out in the AGREEMENT or this BAA as obligations or rights surviving the termination of the AGREEMENT.
- C. Indemnity. BUSINESS ASSOCIATE shall indemnify and hold harmless COMPANY and any COMPANY affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorney's fees and court or proceeding costs, arising out of or in connection with any non-permitted Use or Disclosure of PROTECTED INFORMATION or other Breach of this BAA by BUSINESS ASSOCIATE or any subcontractor or agent under BUSINESS ASSOCIATE's control.
 - 1. Right to Tender or Undertake Defense. If COMPANY is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted Use or Disclosure of PROTECTED INFORMATION or other Breach of this BAA by BUSINESS ASSOCIATE or any subcontractor or agent under BUSINESS ASSOCIATE's control, COMPANY shall have the option at any time either (a) to tender its defense to BUSINESS ASSOCIATE, in which case BUSINESS ASSOCIATE shall provide qualified attorneys, consultants, and other appropriate professionals to represent COMPANY's interests at BUSINESS ASSOCIATE's expense, or (b) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case BUSINESS ASSOCIATE shall be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
 - 2. Right to Control Resolution. COMPANY shall have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that COMPANY may have tendered its defense to BUSINESS ASSOCIATE. Any such resolution shall not relieve the BUSINESS ASSOCIATE of its obligation to indemnify COMPANY under this Section V.C.

VI. GENERAL PROVISIONS.

- A. Inspection of Internal Practices, Books, and Records. BUSINESS ASSOCIATE shall make its internal practices, books, and records relating to its Use and Disclosure of PROTECTED INFORMATION available to COMPANY and to HHS to determine COMPANY's compliance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E. Unless the Secretary of HHS directs otherwise, BUSINESS ASSOCIATE shall promptly notify COMPANY of BUSINESS ASSOCIATE's receipt of such request, so that COMPANY can assist in compliance with that request.
- B. Amendment.
1. Amendments to Comply with Law. The PARTIES acknowledge that, from time to time, local, state or federal legislative bodies, boards, departments or agencies may enact or issue laws, rules, or regulations pertinent to this BAA and that amendment of this BAA may be required to provide for procedures to ensure compliance with such laws, rules or regulations. In such event, BUSINESS ASSOCIATE agrees to immediately abide by all said pertinent laws, rules or regulations and to cooperate with COMPANY to carry out any responsibilities placed on COMPANY or BUSINESS ASSOCIATE by said laws, rules or regulations. The PARTIES understand and agree that COMPANY must receive satisfactory written assurance from BUSINESS ASSOCIATE that BUSINESS ASSOCIATE will adequately safeguard all PROTECTED INFORMATION. Upon the Compliance Date of any final regulation promulgated by HHS that affects BUSINESS ASSOCIATE's Use or Disclosure of PROTECTED INFORMATION or Standard Transactions, the AGREEMENT and this BAA shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE remain in compliance with the final regulation or amendment to final regulation.
 2. Entire Agreement; Amendments in Writing. This BAA constitutes the entire agreement between the PARTIES hereto pertaining to the subject matter hereof. Any and all amendments or modifications to this BAA must be in writing signed by an authorized representative of each PARTY.
- C. Data Ownership. BUSINESS ASSOCIATE acknowledges that BUSINESS ASSOCIATE has no ownership rights with respect to the PROTECTED INFORMATION.
- D. Disclosure of De-identified Data (DID). The process of converting PHI to De-identified Data (DID) is set forth in 45 C.F.R. § 164.514. In the event that COMPANY provides BUSINESS ASSOCIATE with DID, BUSINESS ASSOCIATE shall not be given access to, nor shall BUSINESS ASSOCIATE attempt to develop on its own, any keys or codes that can be Used to re-identify the data. BUSINESS ASSOCIATE shall only Use DID as directed by the COMPANY.
- E. Intent. The Parties agree that there are no intended third party beneficiaries under this BAA.
- F. Communications. All notices, requests, communications and demands required or contemplated by this BAA shall be in writing and shall be duly given if sent by registered or certified mail, postage prepaid to the addresses contained herein or at other such address provided by either PARTY. Notice shall be deemed communicated five (5) days after mailing.
- G. Non-Waiver. The failure of any PARTY to enforce any provision of this BAA shall not be construed as a waiver of that PARTY's right thereafter to enforce such provision. No waiver of any breach of this BAA, whether in a single instance or repeatedly, shall be construed as a waiver of (or as an agreement to waive) rights to terminate this BAA because of similar or additional breaches or, to strictly adhere to the terms and conditions of this BAA or, as a waiver of any claim for damages or other remedy by reason of such breach.
- H. Counterparts. This BAA may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
- I. Choice of Law; Venue. This BAA shall be governed and construed in accordance with the laws of the State of Utah, without regard for its conflicts of laws principles. Venue shall be deemed located exclusively in the federal and state courts located in Salt Lake County, Utah and each party hereby irrevocably and unconditionally submits to the personal jurisdiction of such court(s).

- J. Headers. Paragraph headings are not to be considered part of this BAA and are included solely for convenience and reference and are not intended to be full or accurate descriptions of the content thereof and shall have no force or effect.
- K. Interpretation. The provisions of this BAA shall prevail over any provisions in the AGREEMENT that may conflict or appear inconsistent with any provision in this BAA. This BAA and the AGREEMENT shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH ACT and any current or future regulations promulgated thereunder. The PARTIES agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH ACT, and any current or future regulations promulgated thereunder.

VII. EFFECT ON AGREEMENT; CONFLICTS. The terms and conditions of this BAA shall override and control any conflicting term or condition of the AGREEMENT with respect to the subject matter herein. Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have duly executed this BAA to be effective on the last date written below.

“COMPANY”

“BUSINESS ASSOCIATE”

Select Benefits Group, Inc., d/b/a “Dental Select”

 Authorized Signature

 Print Name, Title

 Date

 Name of Agency

 Authorized Signature

 Print Name, Title

 Date