

HIPAA BUSINESS ASSOCIATE AGREEMENT

Effective as of APRIL 2008

This HIPAA Business Associate Agreement is incorporated by reference by Doctors' Administrative Solutions, LLC ("DAS") in its online agreements.

1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA regulations. Unless specifically indicated, all provisions herein are pursuant to the HIPAA regulations regarding Business Associate agreements only.

2. Requirements

- (a) DAS agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, or as otherwise required by law.
- (b) DAS agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement, and, as required in the HIPAA regulations related to Chain of Trust agreements, to maintain the integrity and confidentiality of any Protected Health Information transmitted by Client to DAS for the purpose of obtaining services or system support from DAS.
- (c) DAS agrees to mitigate, to the extent practicable, any harmful effect that is known to DAS of a use or disclosure of Protected Health Information by DAS in violation of the requirements of this Agreement.
- (d) DAS agrees to report to Client any use or disclosure, or, as required in the HIPAA regulations related to Chain of Trust agreements, improper or unauthorized access, of the Protected Health Information not provided for by the Agreement.
- (e) DAS agrees to make all reasonable efforts to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by DAS on behalf of Client, agrees to the same restrictions and conditions that apply through this Agreement to DAS with respect to such information.
- (f) DAS agrees to provide access, at the request of Client, during normal business hours, to Protected Health Information in a Designated Record Set, to Client or, as directed by Client, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- (g) DAS agrees to, at the request of, and in the time and manner designated by the Client, make any amendment(s) to the Protected Health Information that the Client directs or agrees to pursuant to 45 CFR § 164.526 at the Client or an individual.
- (h) Upon written request, DAS agrees to make available to Client during normal business hours, internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by DAS on behalf of Client, or at the request of the Client to the Secretary of Health and Human Services, or his designee, in a time and manner designated by the Client or the Secretary, for purposes of the Secretary determining Client's compliance with the HIPAA Privacy Rule.
- (i) DAS agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- (j) DAS agrees to provide to Client or an Individual, in a reasonable time and manner designated by Client, information collected in accordance with the Agreement, to permit Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

3. Permitted Uses and Disclosures by DAS

DAS may use or disclose Protected Health Information on behalf of, or to provide services to Client, as permitted under the Agreement. In addition:

- (a) Except as otherwise limited in this Agreement, DAS may use Protected Health Information for the proper management and administration of DAS, and to fulfill any present or future legal responsibilities of DAS.
- (b) Except as otherwise limited in this Agreement, DAS may disclose Protected Health Information for the proper management and administration of DAS, and to fulfill any present or future legal responsibilities of DAS, provided that disclosures are required by law, or DAS 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 DAS 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, DAS may use Protected Health Information to provide Data Aggregation services to Client as permitted by 45 CFR § 164.504 (e)(2)(i)(B).

4. Term and Termination

- (a) Termination for Cause. Upon Client's knowledge of a material breach by DAS, Client shall provide a reasonable time for DAS to cure the breach. If DAS does not cure the breach or end the violation within such reasonable time, Client may terminate the Agreement as Client's sole remedy, or if termination is not possible, report the problem to the Secretary of Health and Human Services.

5. Effect of Termination

- (a) Except as provided in paragraph 4. (a) of this section, upon termination of the Agreement, for any reason, DAS shall return or destroy all Protected Health Information received from Client, or created or received by DAS on behalf of Client. DAS shall not retain any copies of the Protected Health Information.

6. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of the HIPAA Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Client to comply with the HIPAA Privacy Rule.