

Business Associate Agreement

This Business Associate Agreement effective on April 14, 2003 is entered into by and between _____, hereinafter referred to as the "Business Associate" and _____, hereinafter referred to as the "Covered Entity."

The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information ("Protected Health Information" or PHI) published on December 28, 2000, by the Secretary of the U.S. Department of Health and Human Services ("HHS") to amend 45CFR §Part 160 and §Part 164 (the "Privacy Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

This Agreement sets forth the terms and conditions pursuant to which PHI that is provided, created, received, and or quarantined or ultimately destroyed by the Business Associate from or on behalf of the Covered Entity will be handled.

1. Services. The Business Associate provides enhanced communication and telephone answering services for the Covered Entity that may involve the use and disclosure of PHI. A disclosure of PHI could be accidental or incidental during the course of business.

2. Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, the Business Associate hereby agrees to safeguard reasonably all PHI from misuse as required by law. Further, to:

- (a) Use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise required by law;
- (b) Use reasonable efforts to maintain the security of the PHI and to prevent unauthorized use and or disclosure of PHI.
- (c) Assist the Covered Entity and comply with the Business Associates duties to offer individuals access to health information and a history of certain disclosures.
- (d) Advise the Covered Entity when any breaches or violations have occurred.
- (e) Return to the Covered Entity, quarantine, or destroy, as requested by the Covered Entity, within thirty (30) days of the termination of this Agreement, all PHI in Business Associates possession. If information systems of Business Associate do not or cannot reasonably destroy all PHI, Business Associate agrees to quarantine PHI and hold in a state of enforced isolation, said PHI for a period of up to six (6) years. After six (6) years, quarantined PHI will be eligible for destruction.
- (f) Preserve, store, and/or destroy compiled PHI which become ordinary business records of BA. These are collected in the normal, ordinary course of business, in accordance with generally accepted standards for the preservation, storage, and/or destruction of said business records in the telemessaging industry.
- (g) Any work done on behalf of the Covered Entity by the Business Associate pursuant to this Agreement that is outside the scope of services identified in the current Telephone Answering Service User Agreement shall be charged to the Covered Entity at Business Associates usual and customary rates for such work.

3. Term. This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the parties have been satisfied, unless terminated as provided herein or by mutual agreement of the parties.

4. Termination. The Covered Entity may immediately terminate this Agreement and any related agreement if it determines that the Business Associate has breached a material provision of this Agreement. Alternatively, the Covered Entity may choose to: provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement. If termination is not feasible, the Covered Entity shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without further action by the parties upon termination or expiration of the Business Associate Service Agreement. Said action to terminate and the extinguishment of all obligations herein shall be

deemed and accepted as a release of any and all claims existing between the parties and shall be considered liquidated damages.

5. Amendments: Construction. This Agreement may not be modified nor shall any provision hereof be waived or amended except in a writing duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as bar to or waiver of any right or remedy as to subsequent events. Notwithstanding anything to the contrary, the purpose of this Agreement is to assist the Covered Entity in its HIPAA compliance requirements and nothing herein should be construed to add any additional rights or responsibilities to either party that is not specifically required by HIPAA, the Security Regulation, and/or the Privacy Regulation.

6. Other Agreements. This Agreement shall modify the existing Telephone Answering Service User Agreement between the parties. In any discrepancy between this Agreement and any other Agreement between the parties, the terms of this Agreement, with respect to issues of HIPAA law and PHI, shall prevail.

7. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

8. Governing Law. This Agreement shall be governed by the laws of the State of Pennsylvania.

MedCom Professional Services, Inc.

Covered Entity:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____