

HIPAA BUSINESS ASSOCIATE WRITTEN ASSURANCES

THESE WRITTEN ASSURANCES ("Assurances") are provided by HALL, RENDER, KILLIAN, HEATH & LYMAN ("Hall Render") to its clients (each a "Client"), as described herein.

WHEREAS, Client has engaged Hall Render to provide legal and related services in one or more matters (the "Engagement") that may involve the use and/or disclosure of protected health information that Hall Render accesses, creates, receives, maintains or transmits in the course of providing such services to Client ("PHI"); and

WHEREAS, Hall Render and Client intend to protect the privacy and provide for the security of PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and regulations promulgated under HIPAA and HITECH by the U.S. Department of Health and Human Services ("HHS"), as amended from time to time (collectively "HIPAA").

1. **Definitions.** Terms used, but not otherwise defined, in these Assurances shall have the same meaning as those terms are defined under HIPAA.
2. **Permitted Uses and Disclosures of PHI.** Hall Render shall be permitted to use and disclose the PHI to provide legal and related services in accordance with the terms of the Engagement.
 - (a) **Uses of PHI.** Hall Render shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, use PHI received from Client other than as permitted or required by these Assurances, except that Hall Render may use PHI (i) for Hall Render's proper management and administration, or (ii) to carry out the legal responsibilities of Hall Render.
 - (b) **Disclosure of PHI.** Hall Render shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, disclose PHI received from Client other than as permitted or required by these Assurances, except that Hall Render may disclose PHI for its own proper management and administration or to carry out its legal responsibilities if the disclosure is required by law; or if prior to making any such disclosure, Hall Render obtains: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party and (ii) an agreement from such receiving party to immediately notify Hall Render of any breaches

of the confidentiality of the PHI of which it becomes aware.

3. **Safeguards.** Hall Render shall implement appropriate safeguards in accordance with HIPAA to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of the Engagement. To the extent that Hall Render creates, receives, maintains or transmits electronic PHI ("ePHI") on behalf of Client, Hall Render shall comply with the HIPAA Security Rule (45 C.F.R. Part 164, Subpart C) as of the relevant effective date and further, shall implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI.
4. **Reporting of Disclosures of PHI.** Hall Render shall notify Client within five (5) business days of becoming aware of a disclosure of PHI in violation of these Assurances, including a breach of unsecured PHI in accordance with the Breach Notification Rule (45 C.F.R. Part 164, Subpart D) and any security incident, by Hall Render or by a third party to which Hall Render disclosed PHI. Hall Render shall cooperate with Client's investigation, analysis, notification and mitigation activities arising out of any such report.
5. **Agreements by Third Parties.** Hall Render shall enter into an agreement with any agents or subcontractors that will create, receive, maintain, or transmit PHI that is received from, or is created or received by Hall Render on behalf of, Client pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to Hall Render pursuant to these Assurances with respect to such PHI.
6. **Access to Information.** Within ten (10) business days of a request by Client for access to PHI about an individual contained in a Designated Record Set, Hall Render shall make available to Client such PHI. In the event any individual requests access to PHI directly from Hall Render, Hall Render shall within five (5) business days forward such request to Client. Any denials of access to the PHI requested shall be the responsibility of Client.
7. **Availability of PHI for Amendment.** Within ten (10) business days of receipt of a request from Client for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set, Hall Render shall provide such information to Client for amendment and incorporate any such amendments in the PHI maintained by Hall Render as required by 45 C.F.R. § 164.526.
8. **Accounting of Disclosures.** If Hall Render makes a disclosure of PHI that must be accounted for in

accordance with 45 C.F.R. § 164.528, Hall Render shall provide the Client with the following information: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure, which includes an explanation of the basis for such disclosure. It shall be Client's obligation to maintain the foregoing information in a manner to make an accounting of disclosures in accordance with 45 C.F.R. 164.528. In the event the request for an accounting is delivered directly to Hall Render by an individual, Hall Render shall within five (5) business days forward such request to Client. It shall be Client's responsibility to prepare and deliver any such accounting requested.

9. **Availability of Books and Records.** Hall Render hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Hall Render on behalf of, Client available to the Secretary for purposes of determining Client's compliance with HIPAA.
10. **Other Obligations.** To the extent that Hall Render is to carry out any obligation of Client that is an obligation of Client under the Privacy Rule (45 C.F.R. Part 164, Subpart E), Hall Render shall comply with all Privacy Rule standards that apply to Client in the performance of such obligation.
11. **Compliance with Red Flag Rules.** To the extent applicable, Hall Render shall develop and implement policies and procedures designed to prevent, detect and mitigate against the reasonably foreseeable risks of personal and medical identity theft in compliance with the requirements of the Identity Theft, Red Flags and Address Discrepancies under the Fair and Accurate Credit Transaction Act of 2003 ("Red Flag Rules") as applicable. Hall Render shall report the detection of any Red Flags to Client and cooperate with Client in evaluating, investigating and responding to red flags.
12. **Qualified Service Organization.** To the extent applicable, Hall Render acknowledges that it may be a Qualified Service Organization ("QSO"), as defined in 42 C.F.R. § 2.11 (the "Substance Abuse Regulations"), with regard to the services provided to Client. If Hall Render is a QSO, it acknowledges that certain PHI may not be disclosed or re-disclosed under the Substance Abuse Regulations without the patient's written consent, even though such disclosure or re-disclosure might be permitted by HIPAA or other laws. Further, Hall Render agrees to be fully bound by the Substance Abuse Regulations in receiving, storing, processing, transmitting, transporting or otherwise dealing with any PHI that is subject to the those regulations. Hall Render will also resist in judicial proceedings any efforts to obtain applicable PHI that is subject to the Substance

Abuse Regulations, except as permitted by those regulations.

13. **Effect of Termination of Agreement.** Upon the termination of Hall Render's engagement for services for any reason, the terms and conditions of these Assurances shall survive such termination until such time as all PHI has been returned, de-identified or otherwise destroyed. If such return or destruction is not feasible, Hall Render shall notify Client of such fact and in such case, Hall Render agrees to extend the protections of these Assurances to the retained information and to limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible.
14. **Termination of Contract.** Client may terminate the Engagement if Client determines that Hall Render has violated a material term of these Assurances.
15. **Third Party Rights.** The terms of these Assurances are not intended, nor should they be construed, to grant any rights to any parties other than Client.
16. **Conflicts.** If there is any direct conflict between the Engagement and these Assurances, the terms and conditions of these Assurances shall control.
17. **Effective Date.** These Assurances shall be effective upon the later of the compliance dates in HIPAA applicable to Client and/or Hall Render, or the date of receipt by Hall Render of PHI.

HALL RENDER:



John P. Ryan
President and Managing Partner

VERSION LAST UPDATED: April 25, 2013