



# HIPAA Compliance Kit

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This kit contains everything you need to ensure that you are using PhoneTree in compliance with the Health Information Portability and Accountability Act (HIPAA) as it applies to your practice. This kit consists of three parts:

■ **Insert to Covered Entity's Intake Form** (page 2)

Insert this consent agreement into your practice's Patient Intake Form. This will ensure that you have your patients' written permission to use PhoneTree for healthcare related communication.

■ **HIPAA Compliance Plan Addendum** (page 2)

Add this document to your practice's HIPAA Compliance Plan for submission to the Department of Health and Human Services. It details the relationship between your practice and PCS as it relates to HIPAA.

■ **Privacy Agreement** (page 3)

The Privacy Agreement is a signed contract and agreement between PCS and your practice. A copy of this agreement, signed by both parties, will become a permanent part of your file here at PCS. This document legally protects you and your patients' health information and ensures ongoing compliance with HIPAA.



## Insert to Covered Entity's Intake Form

I authorize my health care provider to use an automated telephone system and/or email and to use my name, address, and phone number; the name of my scheduled treating physician; and the time and place of my scheduled appointment(s), for the limited purpose of contacting me to notify me of a pending appointment or other healthcare related communication. I also authorize my healthcare provider to disclose to third parties who answer my phone limited protected health information regarding pending appointments, and to leave a reminder message on my voice mail system or answering machine.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## Addendum to Existing HIPAA Compliance Plan for Medical Practice<sup>1</sup>

1. Medical Practice is currently in a business relationship with PCS ("Business Associate") whereby PCS provides equipment that allows the Medical Practice to furnish appointment reminders and other notices to the patients of Medical Practice (the "Equipment").
2. Medical Practice and Business Associate have executed a Privacy Agreement whereby Business Associate provided Medical Practice with assurances required by the provisions of HIPAA.
3. Satisfactory configuration and installation of the Equipment provided by Business Associate may require Medical Practice to disclose protected health information ("PHI") to Business Associate; particularly, Business Associate may have limited access to patients' names, addresses, and phone numbers; the name of patients' scheduled treating physician; and the time and place of patients' scheduled appointment for the purpose of configuring and installing the Equipment to meet the needs of Medical Practice.
4. If Business Associate obtains access to PHI during the installation and configuration of the Equipment, Medical Practice has agreed that Business Associate may only disclose PHI to its employees or agents for the purpose of proper installation and configuration of the Equipment. Business Associate has agreed that it will not disclose PHI to third parties unless: (a) the disclosure is required by law; or (b) Business Associate believes that such disclosure is necessary to configure or install the Equipment and Business Associate obtains reasonable assurances from the person or entity to whom Business Associate discloses the PHI that the information will be held in strict confidence, that the information will be utilized or further disclosed only if required by law or for the purposes of installing or configuring the Equipment, and the person or entity notifies Business Associate of any situations where the confidentiality of the PHI has been breached.
5. Business Associate has agreed to use appropriate safeguards to prevent unauthorized parties from using, disclosing, accessing, or tampering with PHI received from Medical Practice. If at any time Business Associate is alerted to the unauthorized use or disclosure of PHI by Business Associate, its employees, its agents, or third parties dealing with Business Associate, Business Associate is required to report such violation to Medical Practice.
6. For purposes of determining Medical Practice's compliance with HIPAA, Business Associate has agreed to make available to Medical Practice's authorized representative(s) its internal policies and procedures relating to the use and disclosure of PHI received from Medical Practice.

<sup>1</sup>Anyone using this Addendum should first consult with legal counsel. PCS makes no representations regarding this Addendum's compliance with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

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## Privacy Agreement

This PRIVACY AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Covered Entity") and Personal Communication Systems, Inc. ("Business Associate").

WHEREAS, Covered Entity is interested in having Business Associate furnish equipment that provides appointment reminders and other communications to the patients of Covered Entity (the "Equipment");

WHEREAS, Business Associate has the expertise necessary to furnish such Equipment and related services;

WHEREAS, Covered Entity is a "covered entity" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as such, is required to comply with HIPAA's Administrative Simplification Provisions, including the certain standards regarding patients' privacy ("Privacy Standards");

WHEREAS, Covered Entity will not release Protected Health Information ("PHI") to Business Associate without satisfactory assurances from Business Associate that it will safeguard PHI;

WHEREAS, Business Associate wishes to provide Covered Entity with the assurances required by the provisions of HIPAA;

NOW THEREFORE, the parties, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, do hereby agree as follows:

### Article I: Use and Disclosure of PHI by Business Associate

#### 1.1 Purpose.

The purpose of the business relationship between Covered Entity and Business Associate is for Business Associate to provide the Equipment and related services thereto including installation and configuration of the Equipment.

#### 1.2 Receipt and Use of PHI.

- a. Satisfactory installation and configuration of the Equipment by Business Associate may result in Covered Entity disclosing PHI to Business Associate; particularly, Business Associate may receive and use patients' names, addresses, and phone numbers; the name of patients' scheduled treating physician; and the time and place of patients' scheduled appointment solely for the purpose of properly installing and configuring equipment to meet the needs of Covered Entity.
- b. Business Associate may internally use PHI to properly manage and administer its business.

### Article II: Duties of Business Associate

#### 2.1 Limitations on Use of PHI.

Business Associate agrees not to use PHI except as expressly stated in this Agreement or as otherwise required by law.

#### 2.2 Limitations on Disclosure of PHI.

Business Associate may not disclose PHI to others unless: (a) the disclosure is required by law; or (b) Business Associate believes that such disclosure is reasonably necessary to install or configure the Equipment and Business Associate obtains reasonable assurances from the person or entity to whom Business Associate discloses the PHI that the information will be held in strict confidence, that the information will be utilized or further disclosed only if required by law or for the purposes to install or configure the Equipment, and the person or entity notifies Business Associate of any situations where the confidentiality of the PHI has been breached.

#### 2.3 Safeguarding PHI.

Business Associate agrees to use appropriate safeguards to prevent unauthorized parties from using, disclosing, accessing, or tampering with PHI it may receive from Covered Entity.

#### 2.4 Third Party Agreements.

In the event Business Associate enters into agreements with third parties, including subcontractors, in order to provide its services to Covered Entity, Business Associate shall require such third parties to agree to be bound by the provisions contained in this Agreement.

#### 2.5 Reporting of Unauthorized Uses and Disclosures.

If at any time Business Associate is alerted to the unauthorized use or disclosure of PHI by Business Associate, its employees, its agents, or third parties contracting with Business Associate, Business Associate shall report such violation to Covered Entity.

#### 2.6 Availability of Books and Records.

For purposes of determining Covered Entity's compliance with HIPAA, Business Associate agrees to make available to Covered Entity's authorized representative its internal policies relating to the use and disclosure of PHI received from Covered Entity.

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## Article III: Term

3.1 Term.

This Agreement shall be effective as of the date set forth above ("Effective Date") and shall run until Business Associate no longer maintains PHI.

## Article IV: General Provisions

4.1 Compliance.

Covered Entity and Business Associate expressly acknowledge that it is, and shall continue to be, their intent to fully comply with HIPAA and all other relevant federal, state, and local laws.

4.2 Governing Law.

This Agreement shall be governed by the laws of the State of North Carolina, notwithstanding any conflict of interest rules that might otherwise apply.

4.3 Notices.

All notices required pursuant to this Agreement shall be in writing and delivered in one of the following ways: (a) in person; (b) certified or registered mail, return receipt requested; or (c) by facsimile with a hard copy sent by mail with delivery on the next business day. All notices shall be deemed received upon delivery if delivered by hand, on the third business day after deposit with the U.S. Postal Service if mailed, and on the first business day after sending if by facsimile.

4.4 Entire Agreement.

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements or statements among the parties hereto, both oral and written, concerning the subject matter hereof. This Agreement may not be modified or amended except by a writing executed by both parties.

4.5 Unenforceable Provisions.

In the event any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not in any way affect or render invalid or unenforceable any other provision contained in this Agreement.

4.6 Waiver.

The waiver by either Party of a breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or other provisions of this Agreement.

4.7 Counterparts.

This Agreement may be executed in any number of counterparts, all of which shall constitute the same instrument.

4.8 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither Party may assign or delegate its rights or duties pursuant to this Agreement without the prior written consent of the other Party.

4.9 Amendment.

The parties agree to take such action as is necessary to amend this Agreement from time to time in order to comply with the requirements of HIPAA.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

Covered Entity

Business Associate

\_\_\_\_\_

Personal Communication Systems, Inc. (dba PhoneTree)

By: \_\_\_\_\_

By:  \_\_\_\_\_  
A.J. DiBianca

Title: \_\_\_\_\_

Title: President

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