



HSR ONLINE CLAIM REPORTS WEB PORTAL

PRIVACY OF PERSONAL HEALTH INFORMATION AGREEMENT

This **Privacy of Personal Health Information Agreement** (hereinafter "**Agreement**") is made between you, ("**Registered User**") the registered user of the **HSR ONLINE CLAIM REPORTS WEB PORTAL (HSROCRWP)**, and **Health Special Risk, Inc.** located at HSR Plaza II, 4100 Medical Parkway, Carrollton, Texas 75007 (hereinafter "**HSR**") and takes effect immediately upon acceptance of the terms and conditions of this Agreement.

WHEREAS, **HSR** performs certain services in regard to administering claims for accident and health and other insurance policies (hereinafter the "**Business**") on behalf of various insurance companies pursuant to executed Third Party Claims Administration Agreements with said insurance companies (hereinafter "Services Agreement"); and,

WHEREAS, **Registered User** desires access to **HSROCRWP** and subsequently obtain electronically certain information and data relating to Individuals who file claims for insurance benefits in connection with the Business, some of which may be classified as Protected Health Information subject to the Standards for Privacy of Individually Identifiable Health Information in accordance with the Health Insurance Portability and Privacy Act of 1995 ("HIPPA"); and

WHEREAS, **Registered User** and **HSR** desire and agree to comply with the business associate contract requirements of the Privacy Rule and in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises set forth herein, the Parties agree as follows:

PART I - PURPOSE AND DEFINITIONS

- 1.1 This **Agreement** is intended to provide the terms under which the **HSR** will provide Protected Health Information to **Registered User** whether in paper form or electronic media.
- 1.2 **Individual**. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 1.3 **Privacy Rule**. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 106 and Part 164, Subparts A and E.
- 1.4 **Protected Health Information**. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by **Registered User** from or on behalf of **HSR**.
- 1.5 **Required By Law**. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- 1.6 **Secretary**. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

PART II - OBLIGATIONS AND ACTIVITIES OF REGISTERED USER

- 2.1 **Registered User** agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- 2.2 **Registered User** agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement or as Required by Law.
- 2.3 **Registered User** agrees to mitigate, to the extent practicable, any harmful effect that is known to **Registered User** of a use or disclosure of Protected Health Information by **Registered User** in violation of the requirements of this Agreement.
- 2.4 **Registered User** agrees to report to **HSR** any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- 2.5 **Registered User** agrees to ensure that any person or agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by **HSR**, agrees to the same restrictions and conditions that apply through this Agreement to **Registered User** with respect to such information.
- 2.6 **Registered User** agrees to provide access, at the request of **HSR**, and in the time and manner Required By Law to Protected Health Information in a Designated Record Set, to **HSR** or, as directed by **HSR**, to an Individual in order to meet the requirements under 45 CFR 164.524.
- 2.7 **Registered User** agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the **HSR** directs or agrees to pursuant to 45 CFR 164.526 at the request of **HSR** or an Individual, and in the time and manner Required By Law.
- 2.8 **Registered User** agrees to make internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created by **Registered User** on behalf of **HSR** available to the **HSR** or to the Secretary in a time and manner Required By Law or designated by the Secretary, for purposes of the Secretary determining **HSR's** compliance with the Privacy Rule.
- 2.9 **Registered User** agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for **HSR** to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- 2.10 **Registered User** agrees to provide to **HSR** or an Individual, within 10 days and in written form, information received from **HSR** in accordance with this Agreement to permit **HSR** to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

- 2.11 **Registered User** agrees to indemnify, defend and hold **HSR** harmless, including its officers, agents, and employees, from and against any and all liability, loss, damage or expense, including fines, penalties, punitive damages and attorneys' fees incurred in connection with any claim(s) or demand(s) for damages of any nature whatsoever, to the extent arising from or caused by any act or omission, tortious or otherwise, of **Registered User**, its officers, agents or employees in connection with the receipt of Protected Health Information from **HSR** pursuant to this **Agreement**.

PART III - PERMITTED USES AND DISCLOSURES BY REGISTERED USER

- 3.1 Except as otherwise limited in this Agreement, **Registered User** may use or disclose Protected Health Information for the proper management and administration of its business or to carry out the legal responsibilities of the **Registered User**, provided that such use or disclosure would not violate the Privacy Rule if done by **HSR**.
- 3.2 Except as otherwise limited in this Agreement, **Registered User** may use or disclose Protected Health Information for the proper management and administration of its business, provided that disclosures are Required by Law, or **Registered User** 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 the **Registered User** of any instances of which it is aware in which the confidentiality of the information has been breached.
- 3.3 Except as otherwise limited in this Agreement, **Registered User** may use Protected Health Information to provide Data Aggregation services as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 3.4 **Registered User** may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 164.502(j)(1).

PART IV - OBLIGATIONS OF HSR

- 4.1 **HSR** shall notify **Registered User** of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect **Registered User's** use or disclosure of Protected Health Information.
- 4.2 **HSR** shall notify **Registered User** of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect **Registered User's** use or disclosure of Protected Health Information.
- 4.3 **HSR** shall notify **Registered User** of any restriction to the use or disclosure of Protected Health Information that **HSR** has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect **Registered User's** use or disclosure of Protected Health Information.
- 4.4 **HSR** shall not request **Registered User** to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule.

PART V - TERM AND TERMINATION

- 5.1 **Term**. The Term of this Agreement shall be effective at the moment the **Registered User** electronically accepts the terms and conditions of this **Agreement** and shall terminate when all of the Protected Health Information provided by **HSR** to **Registered User**, or created or received by **Registered User** on behalf of **HSR**, is destroyed or returned to **HSR**, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- 5.2 **Effect of Termination**.
- a. Except as provided in subparagraph (b) of this section, upon termination of this Agreement, for any reason, **Registered User** shall return or destroy all Protected Health Information received from **HSR**, or created or received by **Registered User** on behalf of **HSR**. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of **Registered User**. **Registered User** shall retain no copies of the Protected Health Information.
- b. In the event that **Registered User** determines that returning or destroying the Protected Health Information is not feasible, **Registered User** shall provide to **HSR** notification of the conditions that make return or destruction infeasible. Upon [written notification] that return or destruction of Protected Health Information is infeasible, **Registered User** shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as **Registered User** maintains such Protected Health Information.

PART VI - MISCELLANEOUS

- 6.1 **Regulatory References**. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- 6.2 **Amendment**. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for **HSR** to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- 6.3 **Survival**. The respective rights and obligations of **Registered User** under Section 5.2 of this Agreement shall survive the termination of this Agreement.
- 6.4 **Interpretation**. Any ambiguity in this Agreement shall be resolved to permit **HSR** to comply with the Privacy Rule.
- 6.5 **Choice of Law**. This Agreement shall be deemed to have been entered into and performable in Denton County, Texas as of the effective date and shall be governed by and construed in accordance with the laws of the State of Texas.
- 6.6 **Assignment Prohibited**. No right, interest or obligation provided for in this Agreement is assignable by either party without the prior written authorization of the other.
- 6.7 **Severability**. If any part, term or provision of this Agreement shall be held void, illegal or unenforceable, the validity of the remaining portions or provisions shall not be affected thereby.

6.8 Execution Authority. The **Registered User** represents and warrants that he or she, upon electronically executing this Agreement, is duly authorized and is acting within the scope of his or her authority to bind his or herself and the company they are employed by under this Agreement.

6.9 Notice. Notice required pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, by certified mail; to the last known address of the party to whom notice is to be given. Notice shall be deemed to have been given as of the date when delivered or mailed as provided above.

The parties agree, electronically, and subsequently execute this agreement by a) the issuance of this agreement by *HSR* and b) by the acceptance of the terms and conditions of this agreement by the Registered User during the registration process, with the intent of being legally bound thereby.

***HEALTH SPECIAL RISK, INC.* By Thomas J. Lenihan, its President, August 1, 2012**