

Renaissance Systems & Services, LLC (RSSLLC) grants the Customer a license to use the RSSLLC software or service for the sole purpose of recording, transmitting and/or receiving electronic health transactions.

RSSLLC will send electronically, all claims submitted by the Customer to RSSLLC to the appropriate insurance carrier, directly or through affiliated clearinghouses, subject to limitations set by said insurance carriers and subject to electronic connection availability to carriers by RSSLLC. All other claims will be printed to paper and mailed to the appropriate carrier via first class mail or faster.

RSSLLC is not responsible for the insurance carrier processing of any claims. No promise or guarantee exists between RSSLLC and the Customer as to the time elapsed for processing of any claims by any carrier, nor that the carrier will process any claim in electronic or paper format.

RSSLLC is not responsible for the rejection of or the cost of processing of claims due to incorrect or incomplete claim information provided by the Customer.

The Customer agrees that the Customer will only use the RSSLLC software or service for lawful purposes and any claims information or data submitted by the Customer to RSSLLC or insurance carriers through RSSLLC is legally within the Customer's control and the Customer has any and all necessary permissions to submit said claims, data or information.

The Customer understands that RSSLLC systems utilize databases containing information regarding patient eligibility and coverage. The accuracy of any such information is the responsibility of the insurance carriers. RSSLLC does not take responsibility for any inaccuracies as long as RSSLLC has acted in good faith and without gross negligence. The Customer is responsible for the information supplied to the insurance carriers. RSSLLC has no responsibility to the Customer or the Customer's patients for any incorrect information supplied by the Customer. The information provided by the Customer will be subject to periodic post payment audits by the insurance carriers. The insurance carriers have the right to review and copy the Customer's records and related billing information. A copy of this Agreement is available to RSSLLC payers at their discretion; credit card information will not be disclosed.

RSSLLC will bill the Customer in advance of services each month at the rate of \$49.95 per tax identification number. RSSLLC reserves the right to change fees charged by giving the Customer ninety (90) days advance notice of the change, and the Customer's electronically transmitted claims may be held without forwarding to the insurance carriers, until such time as the Customer makes payment to RSSLLC in the form of cash, check or valid credit card.

RSSLLC may provide software updates from time to time as a nominal charge to cover duplication and shipping. RSSLLC reserves the right to prevent a Customer from using the RSSLLC software to submit claims if the Customer does not maintain current RSSLLC software.

The RSSLLC software is owned by and shall remain the property of and/or its affiliates. This agreement only provides a single use license to use the software. All trademarks, service marks, copyrights and trade secrets are the property of RSSLLC and all rights are reserved.

To the maximum extent permitted by applicable law, RSSLLC provides to the Customer the RSSLLC software as is and hereby disclaims all warranties whether express or implied as to the functionality, security (unless within reasonable control of RSSLLC) and integrity of RSSLLC software. While RSSLLC uses reasonable care to protect the integrity of any transmitted or stored data, events outside of the direct control of RSSLLC (e.g., viruses, power fluctuations, or external software interactions) cannot be warranted, nor will RSSLLC be liable for any damage or corruption of said data or software.

Customer shall hold harmless, indemnify and reimburse RSSLLC and its affiliates for any and all claims, judgments, liabilities or costs, including attorney's fees, which arise out of or are incurred in connection with providing services under this agreement relating to claims processing on behalf of the Customer. The maximum liability of RSSLLC in any event for any claim is the fees charged by RSSLLC for said claim or claims, not to exceed the average of any three consecutive months of service charges.

From time-to-time, RSSLLC may send unsolicited faxes to the Customer in order to provide information regarding our services and/or products. Acceptance of this Agreement indicates the Customer's willingness to receive said materials.

The following BUSINESS ASSOCIATE AGREEMENT terms constitute an Agreement between RSSLLC (“Business Associate”) and Customer (“Covered Entity”) (collectively the “Parties”), effective upon execution.

A. DEFINITIONS

“HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The following terms used below shall have the same meaning as those terms in the HIPAA Rules: Breach, Business Associate, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Obligations of Business Associate.

- 1. Application of Security Rule and Privacy Rule to Business Associate.** The administrative, physical and technical safeguards set forth in the HIPAA Security Rule at 45 CFR 164.308, 164.310, 164.312, and 164.316, shall apply to Business Associate in the same manner that such sections apply to a Covered Entity. The additional requirements of Subtitle D of the HITECH Act (Sections 13400 through 13411) that relate to privacy or security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and are hereby incorporated into this Agreement.
- 2. Uses and Disclosures.** Business Associate shall not use or further disclose PHI other than (a) as permitted or required by this Agreement, (b) as permitted or required by the Privacy Rule, (c) as Required by Law, (d) in a manner that would be permissible if used or disclosed by Covered Entity, or (e) in a manner that would not violate the Privacy Rule or other applicable federal or state law or regulation. Business Associate may use and disclose PHI that Business

Associate obtains or creates only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR 164.504(e).

3. **Minimum Necessary Standard.** Business Associate shall use and disclose PHI in a manner minimally necessary to accomplish the intended purpose of the use or disclosure. Business Associate shall be responsible for making minimum necessary determinations.
4. **Security.** Business Associate agrees to (a) implement safeguards in accordance with the Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, (b) ensure that any agent, including subcontractor, to whom Business Associate provides PHI agrees to implement reasonable and appropriate safeguards in accordance with the Security Rule to protect the PHI, and (c) report to Covered Entity any violation of the Security Rule of which it becomes aware.
5. **Notification of Unauthorized Access, Use or Disclosure of Unsecured PHI.** Business Associate shall notify Covered Entity in writing of any unauthorized access, use or disclosure of unsecured PHI as soon as reasonably possible but no later than five (5) days following the date of discovery. Such notice shall include:
 - (a) a brief description of what happened, including the date of the breach and the date of the discovery;
 - (b) the name(s) of the individual(s) whose PHI was used or disclosed;
 - (c) the identity(ies) of the entity(ies)/person(s) to whom the use or disclosure was made;
 - (d) description of the types of unsecured PHI that were disclosed; and
 - (e) the steps taken by Business Associate to discontinue and minimize the impact of any inappropriate use or disclosure.
6. **Reporting.** Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for under Section B(2) of this Agreement of which Business Associate becomes aware. Additionally, Business Associate agrees that, to the extent practicable, it shall mitigate any harmful effect of a use or disclosure of PHI of which it becomes aware that is in violation of the requirements of Section B(2) of this Agreement.
7. **Mitigation of Unauthorized Access, Use or Disclosure of Unsecured PHI.** Business Associate agrees that, to the extent practicable, it shall mitigate any harmful effect resulting from any unauthorized acquisition, use or disclosure of unsecured PHI caused by Business Associate's violation of the requirements of this Agreement or its failure to properly secure PHI in accordance with the guidelines published by the Department of Health and Human Services.
8. **Agents and Subcontractors.** Business Associate shall ensure that any subcontractors or agents to whom it provides PHI that has been created or received by Business Associate from or on behalf of Covered Entity agrees to the same restrictions and conditions with respect to

such PHI as are applicable to Business Associate as set forth herein. Should Business Associate, at its sole discretion, enter into a written contract with such subcontractors or agents to assure that such subcontractors or agents abide by the same restrictions and conditions that apply to Business Associate with regard to PHI, Business Associate shall, upon request, provide a copy of such contract(s) to Covered Entity.

9. **Requests for Information or Access.** Business Associate shall timely forward to Covered Entity any requests it receives from individuals seeking to amend or access their PHI.
 10. **Requests for Accountings.** Business Associate shall timely forward to Covered Entity any request it receives from individuals requesting an accounting of the disclosures of their PHI.
 11. **Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary and to Covered Entity for purposes of determining Covered Entity's compliance with HIPAA, the Privacy Rule, and other applicable federal and/or state law. Business Associate shall notify Covered Entity immediately of any such requests and shall provide Covered Entity with a copy of the request and any documents or information provided in response to such requests.
 12. **Return of PHI Upon Termination.** At termination of the Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form. Business Associate shall retain no copies of such PHI. Upon request of Covered Entity, Business Associate shall provide a written certification of the return and/or destruction of the PHI. If the return or destruction of such PHI by Business Associate is not feasible, then Business Associate shall continue to extend the protections required hereunder to the PHI for as long as it maintains the PHI. Further, Business Associate shall limit any further use or disclosure of the PHI to those purposes that make its return or destruction infeasible. This provision shall survive the termination of this Agreement.
 13. **Prohibition against Sale or Marketing of PHI.** Except as otherwise provided in Section 13405 of the HITECH Act, Business Associate shall not (a) directly or indirectly receive remuneration in exchange for any PHI of an individual; or (b) use or disclose PHI for any purpose related directly or indirectly to any marketing or marketing communication.
- C. Subject to the foregoing provisions, and in addition to the use and disclosure by Business Associate of PHI authorized elsewhere in this Agreement, Business Associate may use and disclose PHI in connection with its performance of services for Covered Entity. In addition, Business Associate may use and disclose PHI for the following purposes:
1. As necessary for data aggregation purposes relating to the health care operations of Covered Entity, but only as separately authorized by Covered Entity in writing,
 2. As necessary for data aggregation purposes of Business Associate, but only if the PHI is de-identified pursuant to 45 CFR 164.514,
 3. For the proper internal management and administration of Business Associate,

4. To carry out the legal responsibilities of Business Associate,

For purposes (3) and (4) above, Business Associate may use or disclose PHI to third parties only if the disclosure is Required by Law, Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person to whom the disclosure is made is obligated to notify Business Associate of any instances of which that person is or becomes aware in which the confidentiality of the information has been breached.

D. Obligations of Covered Entity.

1. **Comply With the Privacy Rule.** Covered Entity shall comply with all the obligations imposed on Covered Entities under the Privacy Rule with respect to the permitted and required uses and disclosures of PHI.
 2. **Notice of Privacy Practices.** Covered Entity shall provide Business Associate with a copy of its Notice of Privacy Practices, as well as any changes made to such Notice from time to time.
 3. **Communication of Restrictions on Uses and Disclosures.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to.
 4. **Limitation on Plan Requests of Business Associate.** Except to the extent permitted under Section C above, Covered Entity shall not ask Business Associate to use or disclose PHI in a manner that would not otherwise be permitted under the Privacy Rule if done by Covered Entity.
- E.** If either party knows or discovers a pattern of activity or practice of the other party that constitutes a material breach of the other party's obligations under this Agreement or under applicable federal standards, the discovering party agrees to immediately notify the other party in writing as to the nature and extent of such breach, and shall provide the other party a reasonable amount of time to cure such breach. A reasonable amount of time shall depend on the nature and extent of the breach, shall be clearly stated in the notice, but in no case shall the period for cure be less than five (5) business days. Notwithstanding the foregoing, should the discovering party determine that the breach is incurable, or that the other party has repeatedly engaged in such impermissible use or disclosure despite prior notice, the discovering party must terminate this Agreement, if feasible, upon written notice to the breaching party, without damages or liability thereto; or, if termination is not feasible, report the problem to the Secretary.
- F.** Except as otherwise provided herein, the terms and conditions of the Agreement shall remain in full force and effect. Additionally, to the extent that Business Associate retains PHI, the terms and conditions of this Agreement shall remain in full force and effect following termination.
- G.** Each Party shall indemnify, defend, and hold harmless the other Party, its board of directors, officers, members, agents, employees, subcontractors, and personnel from and against any and all claims, demands, suits, actions, losses, expenses, costs (including reasonable attorney fees),

obligations, damages, deficiencies, causes of action, and liabilities (collectively, "Claims") incurred by the indemnified Party as a result of, or that are proximately caused by, (1) the indemnifying Party's breach of the terms of this agreement or; (2) the Indemnifying Party's violation of HIPAA and any amendments thereto.

The indemnified Party shall provide prompt written notice of relevant information concerning the Claims to the indemnifying Party. The indemnified Party shall provide such reasonable assistance (at the indemnifying Party's expense) as may reasonably be requested by the indemnifying Party in connection with the defense of any Claim. Notwithstanding the foregoing: (1) The indemnified Party shall not settle any such Claim without the consent of the indemnifying Party, which consent shall not be unreasonably withheld, and (2) the indemnification obligations of Covered Entity hereunder shall not extend to Claims attributable solely to the gross negligence, intentional misconduct, or willful malfeasance of The indemnified Party.