

SAFEKEEPING, LLC PRIVACY POLICY

Safekeeping, LLC ("Safekeeping") is a Business Associate under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) of certain Covered Entities, as that term is defined under HIPAA. Under the terms of each Business Associate Agreement (BAA) by and between Safekeeping and a Covered Entity, Safekeeping provides services to Covered Entity involving Individually Identifiable Health Information constituting Protected Health Information. Safekeeping's uses and disclosures of Protected Health Information and other actions under each BAA are and shall be consistent with the Covered Entity's privacy policies, as stated in Covered Entity's notice, and which may be modified or altered by the Covered Entity from time to time:

Safekeeping will make any Protected Health Information (PHI) received by it from a Covered Entity available to Covered Entity if and when needed by the Covered Entity to provide an individual with access to the information.

Safekeeping will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

Safekeeping will ensure that any agent, including a subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect it.

Safekeeping shall not use or disclose, and shall ensure that its directors, officers, employees, contractors and agents do not use or disclose PHI for any purpose other than as expressly permitted by the BAA with Covered Entity, or required by law, or in any manner that would constitute a violation of the privacy policy used by Covered Entity.

To the extent Safekeeping is authorized by the BAA to disclose PHI to a third party, Safekeeping must obtain, prior to making any such disclosure, reasonable assurances from the third party that the PHI will be held confidential as provided pursuant to the BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and an agreement from the third party to immediately notify Safekeeping of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

Safekeeping shall disclose to its subcontractors, agents or other third parties, and request from the Covered Entity, only the minimum PHI necessary to performing or fulfilling a specific required or permitted function.

Safekeeping will establish and maintain all appropriate safeguards to prevent any use or disclosure of PHI other than pursuant to the terms and conditions of the BAA.

Safekeeping shall immediately report and document any security incidents/potential breaches regarding information received by it from Covered Entity.

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Termination of the BAA by and between Safekeeping and Covered Entity is hereby authorized, if Covered Entity determines that Safekeeping has violated a material term of the contract.

Safekeeping shall abide strictly by the administrative, technical, and security parameters set by Covered Entity and Safekeeping, as the case may be. In the event of any conflict between administrative, technical, and security parameters set by Covered Entity and Safekeeping, the parameters of Covered Entity shall control.

I have read, agree to, understand, and accept the terms of the Privacy Policy contained herein.

Last updated 01/01/2019.