

EXHIBIT B

ADDENDUM TO MEDACTIONPLAN SERVICE AGREEMENT BUSINESS ASSOCIATE AGREEMENT

This is an Addendum to a Subscription Service Agreement between MedActionPlan.com, LLC (“MAP” or “Business Associate”) and (“Customer” or “Covered Entity”).

Background

Customer is a “Covered Entity” that is required to meet the requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-91, Part I of Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (“the HITECH Act”) and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160 - 164. This includes 45 CFR Part 164 Subpart C – Security Standards for the Protection of Electronic Protected Health Information (“the Security Rule”), Subpart D – Notification in the Case of Breach of Unsecured Protected Health Information (“the Breach Notification Rule”), and Subpart E – Privacy of Individually Identifiable Health Information (“the Privacy Rule”). (The foregoing laws and rules are sometimes collectively referred to hereafter as “HIPAA”.)

MAP provides services to support the health care operations of Customer and, in order to provide those services, requires access to individually identifiable health information created or received by or on behalf of Customer and its affiliated programs and facilities.

As required by HIPAA, the parties are entering this Business Associate Agreement to ensure compliance by both parties with applicable provisions of the HIPAA Rules and the HITECH Act.

1. DEFINITIONS

The following definitions apply to this Agreement.

- 1.1. The terms “business associate”, “covered entity”, “disclosure”, “electronic protected health information”, “individually identifiable health information”, “protected health information”, “Secretary”, “use”, and “workforce” shall have the meanings defined at 45 CFR 160.103.
- 1.2. The term “required by law” shall have the meaning defined at 45 CFR 164.103.
- 1.3. The term “security incident” shall have the meaning defined at 45 CFR 164.304.

- 1.4. The terms “breach”, and “unsecured protected health information” shall have the meanings defined at 45 CFR 164.402.

2. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- 2.1. Access to protected health information. MAP shall have the right to access protected health information to the limited extent that such access is necessary to enable MAP to perform the services set forth in the Subscription Services Agreement between the parties. MAP shall use or disclose protected health information only as required by law, as permitted by this Agreement or as necessary to perform the functions, activities or services for or on behalf of Customer as set forth in the Subscription Services Agreement. MAP shall not use or disclose more than the minimum necessary protected health information to perform or fulfill the purpose of the permitted or required use or disclosure in accordance with this Agreement. MAP acknowledges that it is Customer’s “business associate” as defined by HIPAA and agrees to comply with all HIPAA provisions that directly apply to business associates. To the extent that MAP carries out on or more of Customer’s obligations under the HIPAA Privacy Rule, MAP shall comply with the requirements of HIPAA that apply to Customer in the performance of such obligations.
- 2.2. Use of protected health information. MAP will only use protected health information for the following purposes:
 - Performance of services to Customer as contemplated by the Subscription Services Agreement;
 - As needed for the proper management and administration of the business of MAP;
 - As required to carry out the legal responsibilities of MAP.
 - For the purpose of providing data aggregation services to Customer and other covered entities that contract with MAP, as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 2.3. Data Use Agreement. As permitted by 45 CFR 164.514(e), Customer agrees that Business Associate may create and retain a “limited data set” of Customer Data that excludes direct identifiers of individuals, their relatives, employers, or household members. In addition, MAP may de-identify any and all protected health information in accordance with the requirements of 45 CFR 164.514(b), and pursuant to 45 CFR 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this Agreement.

- 2.4. Disclosure of protected health information to third parties. MAP will not disclose protected health information to third parties, except as follows:
- As necessary to perform the services described in this Agreement;
 - As required by law;
 - To subcontractors who provide services to MAP in connection with its work on behalf of Customer and require access to protected health information to perform those services, provided that MAP enters a written agreement with the subcontractor in which the subcontractor agrees to abide by the terms of this Agreement.
- 2.5. Restrictions on use or disclosure of protected health information. Customer will notify MAP of any restriction to the use or disclosure of protected health information to which Customer has agreed in accordance with 45 CFR 164.522. MAP will follow any such restrictions.

3. SECURITY OF ELECTRONIC PROTECTED HEALTH INFORMATION

- 3.1. Security. MAP will maintain administrative, physical and technical safeguards that reasonably and appropriately protected the confidentiality, integrity and availability of Electronic Protected Health Information in a manner consistent with the standards and implementation specifications of the HIPAA Security Rule, found at 45 CFR Part 164, Subpart C.
- 3.2. Agents and Subcontractors. MAP shall ensure that any agent or subcontractor to whom it discloses Electronic Protected Health Information agrees to the same terms, conditions and restrictions concerning the use or disclosure of protected health information that apply to MAP, including without limitation, this Agreement.
- 3.3. Reports to Customer. MAP will report to Customer any security incident of which it becomes aware, including breaches of unsecured protected health information pursuant to Part 4 below.

4. BREACH NOTIFICATION REQUIREMENTS

- 4.1. Notification. MAP acknowledges that HITECH Act §13402(e)(3) and 45 CFR 164.410 require MAP to notify Customer immediately upon MAP's discovery that Customer's unsecured protected health information has been, or is reasonably believed to have been accessed, acquired, used or disclosed as a result of a breach. MAP agrees to immediately investigate any breach that it may discover and to provide notification to Customer as required by the Breach Notification Rule and this Agreement.

- 4.2. Time Period for Notification. MAP will notify Customer of any breach of Customer's unsecured protected health information MAP becomes aware of without unreasonable delay and in accordance with the requirements of 45 CFR 164.410. .
- 4.3. Content of Notification. Any notification by MAP to Customer pursuant to this Part 4 shall, if feasible, identify each individual who may be affected by the breach. The notice must be written in plain language, and include the following elements, to the extent possible:
- A brief description of what happened, including the date of the breach and the date of discovery of the breach, if known;
 - A description of the types of unsecured protected health information that were involved in the breach (such as whether name, address, social security or account numbers, diagnosis, etc.);
 - A brief description of what the MAP is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and
- If MAP continues its investigation of a breach after providing notification to Customer, and obtains additional or different information about the breach, it shall provide a supplemental updated notice to Customer, including the elements listed above.
- 5. RIGHTS OF INDIVIDUALS.** MAP recognizes that HIPAA and state law grants individuals rights related to protected health information about them. MAP agrees to the following provisions for the protection of those individual rights.
- 5.1. Procedure. MAP will cooperate with Customer in responding to requests by individuals who wish to exercise their rights under HIPAA. Any requests made directly to MAP will be referred to the Privacy Officer of the Customer within 5 business days of receipt. Customer will inform MAP of any actions it takes that may affect MAP actions in response to individuals who wish to exercise their rights under HIPAA. MAP will follow the direction of the Customer regarding the appropriate response to individual requests. MAP will respond in a timely manner to all requests, ordinarily within 5 business days._
- 5.2. Access to records. As directed by Customer, MAP shall make available protected health information in a "designated record set" (meaning protected health information used to make decisions about individuals) in accordance with 45 CFR 164.524. MAP may charge a reasonable fee for copying or preparing a summary of the designated record set.
- 5.3. "Amendment" of record. MAP shall make any amendment(s) to protected health information in a designated record set as directed or agreed to by Customer

pursuant to 45 C.F.R. §164.526 or take other measures as necessary to satisfy Customer's obligations under 45 C.F.R. §164.526.

- 5.4. Accounting of certain disclosures. MAP will make available the information required to provide individuals an accounting of disclosures in accordance with 45 CFR 164.528. If records are maintained in electronic form, all disclosures shall be maintained for at least three (3) years.

6. GENERAL REQUIREMENTS

- 6.1. DHHS access to records. MAP will make its internal practices, books, and records relating to the use and disclosure of protected health information available to the United States Department of Health and Human Services (DHHS) for purposes of enabling DHHS to determine Customer's compliance with HIPAA.
- 6.2. Destruction of protected health information. At termination of the Agreement, MAP will destroy any protected health information that it maintains in any form. Any electronic media used to store protected health information shall be delivered to Customer, destroyed, or rendered unreadable. If such return or destruction is not feasible, MAP will continue to follow the terms of this Agreement with regard to access, use, disclosure and safeguarding of the confidentiality of protected health information.
- 6.3. Term and Termination.
 - 6.3.1. This Agreement is effective from the date of the execution of the Subscription Agreement and remains in effect until all protected health information is destroyed in accordance with this Agreement.
 - 6.3.2. MAP agrees that if Customer determines that the MAP has violated a material term of this Agreement, Customer shall notify MAP and allow MAP thirty (30) days to cure the breach; or if the breach is not able to be cured immediately terminate its Subscription Service Agreement and this Business Associate Agreement with MAP.
- 6.4. Right to Injunctive Relief. MAP agrees that the breach or threatened breach of this Business Associate Agreement may cause irreparable harm to Customer, that Customer may not have an adequate remedy at law, and that Customer shall therefore be entitled to seek injunctive relief.
- 6.5. Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Customer to comply with applicable

law protecting the privacy, security and confidentiality of Protected Health Information.

6.6. Amendment of this Agreement. In the event that the HIPAA Rules or the requirements of HITECH Act are amended to require changes in the obligations of the parties under this Business Associate Agreement, the parties agree to negotiate in good faith to amend this Business Associate Agreement, or enter into a new agreement, to come into compliance with such change.

MedActionPlan.com, LLC: MedActionPlan.Com, LLC
87 Main Street, POB 430
Peapack, New Jersey 07977
Facsimile number: (908) 234 -1961
Timp@medactionplan.com

6.7 Effective Date. This Agreement is effective immediately.

IN WITNESS WHEREOF, each of the undersigned has caused this Business Associate Agreement to be duly executed effective as of the Effective Date.

Customer

MedActionPlan.com

By: _____

By: _____

Name:

Name: Timothy Peters

Title:

Title: President

Date:

Date:

Last reviewed and updated February 2015.

Please have this BAA signed by the appropriate authority. Keep one copy on file and fax a copy to MedActionPlan.com, LLC at fax # 908-234-1961. Thank you.