HIPAA TRANSACTION 837 PROFESSIONAL
STANDARD COMPANION GUIDE

Refers to the Implementation Guides Based on X12 version 004010 A1

Companion Guide Version Number: 1.1

November 26, 2008
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None specified.

Office Ally L.L.C. will be referred to as OA through-out the balance of this document.

**PREFACE**

This Companion Document to the ASC X12N Implementation Guides adopted under HIPAA clarifies and specifies the data content when exchanging electronically with OA. Transmissions based on this companion document, used in tandem with the X12N Implementation Guides, are compliant with both X12 syntax and those guides. This Companion Guide is intended to convey information that is within the framework of the ASC X12N Implementation Guides adopted for use under HIPAA. The Companion Guide is not intended to convey information that in any way exceeds the requirements or usages of data expressed in the Implementation Guides.
1.1 Scope

This Companion document supports the implementation of a batch processing application.

OA will accept inbound submissions that are formatted correctly in X12 terms. The files must comply with the specifications outlined in this companion document as well as the corresponding HIPAA implementation guide.

OA EDI applications will edit for these conditions and reject files that are out of compliance.

This companion document will specify everything that is necessary to conduct EDI for this standard transaction. This includes:

- Specifications on the communications link
- Specifications on the submission methods
- Specifications on the transactions

1.2 Overview

This companion guide compliments the ASC X12N implementation guide currently adopted from HIPAA.

This companion guide will be the vehicle that OA uses with its trading partners to further qualify the HIPAA adopted implementation guide. This companion guide is compliant with the corresponding HIPAA implementation guide in terms of data element and code sets standards and requirements.

Data elements that require mutual agreement and understanding will be specified in this companion guide. Types of information that will be clarified within this companion are:

- Qualifiers that will be used from the HIPAA implementation guides to describe certain data elements
- Situational segments and data elements that will be utilized to satisfy business conditions
- Trading partner profile information for purpose of establishing who we are trading with for the transmissions exchanged

1.3 References

ASC X12N Implementation Guides

1. Health Care Eligibility Benefit Inquiry and Response
   - 270/271 (004010X092) May 2000 – Guide
   - 270/271 (004010X092A1) October 2002 – Addenda
2. Benefit Enrollment and Maintenance
   • 834 (004010X095) May 2000 – Guide
   • 834 (004010X095A1) October 2002 – Addenda
3. Payroll Deducted and Other Group Premium Payment for Insurance Products
   • 820 (004010X061) May 2000 – Guide
   • 820 (004010X061A1) October 2002 – Addenda
   • 278 (004010X094) May 2000 – Guide
   • 278 (004010X094A1) October 2002 - Addenda
5. Health Care Claim: Professional
   • 837 (004010X098) May 2000 – Guide
   • 837 (004010X098A1) October 2002 – Addenda
6. Health Care Claim: Institutional
   • 837 (004010X096) May 2000 – Guide
   • 837 (004010X096A1) October 2002 – Addenda
7. Health Care Claim: Dental
   • 837 (004010X097) May 2000 – Guide
   • 837 (004010X097A1) October 2002 – Addenda
8. Health Care Claim Status Request and Response
   • 276/277 (004010X093) May 2000 – Guide
   • 276/277 (004010X093A1) October 2002 – Addenda
9. Health Care Claim Payment/Advice
   • 835 (004010X091) May 2000 – Guide
   • 835 (004010X091A1) October 2002 – Addenda

1.4 Additional Information

Electronic Data Interchange (EDI) is the computer-to-computer exchange of formatted business data between trading partners. The computer system generating the transactions must supply complete and accurate information while the system receiving the transactions must be capable of interpreting and utilizing the information in ASC X12N format, without human intervention.

The transactions must be sent in a specific format that will allow our computer application to translate the data. OA supports the standard transactions adopted from HIPAA. OA maintains a dedicated staff for the purpose of enabling and processing X12 EDI transmissions with its trading partners.

It is the goal of OA to establish trading partner relationships and to conduct EDI as opposed to paper information flows whenever and wherever possible.
2.1 Working with Office Ally, L.L.C.

Contact OA EDI Dept. for all EDI related customer service requests. (See contact information in section 5 below.)

There are three units within OA that work internally to complete EDI service requests from our trading partners.

The first unit is OA’s EDI Operations Dept. This group will serve as the trading partner’s central point of contact. This group will also facilitate the implementation of trading partners through all steps of external testing.

The second unit is OA’s IT infrastructure group. This is a technical team that implements the communication link and ensures that trading partner to payer connectivity is established properly.

The third unit is OA’s EDI IT Translator team. This group is responsible for our inbound and outbound X12 Translator applications.

2.2 Trading Partner Registration

To register as a trading partner with OA the following sequence of events will take place.

1. Initial conversations are held between the trading partner and OA.
2. Verbal agreements are reached as to the transactions that will be conducted.
3. A trading partner agreement and associated companion guides are provided and reviewed.
4. A business associate agreement signed by both partners is required.
5. Required trading partner profiling is built into our EDI translator.
6. Test files are exchanged and test runs conducted.
7. Once the testing phase is completed and a trading partner agreement is in place the trading partner is moved to the “production” environment.

2.3 Certification and Testing Overview

OA will show evidence of third party certification for the standard transactions. This is consistent with industry standard conventions that have been adopted for HIPAA Transaction and Code Sets implementation.

This requirement exists so that the process to test and implement a trading partner for the purpose of conducting EDI with standard transactions is a smooth and efficient process.
OA will be certified from EdiFecs incorporating the following WEDI/SNIP levels of testing where applicable:

Level 1, Integrity Testing  (X12 Syntax)

Level 2, Requirement Testing (HIPAA Implementation Guide Syntax)

Level 3, Balancing Testing  (i.e. 835 claim line balancing to the claim document)

Level 4, Situation Testing  (Use of Situational Segments that are business relevant)

Level 5, Code Sets Testing

Level 6, Product Types/Types of Service Testing (i.e. provider specialties)
OA would like to establish with the trading partner a set of scenarios that are intended for testing.

This can be a high level description of the contents of the transaction.

This should be a representation or cross section of the majority of conditions that will be encountered with production data from these transactions.
4.1 Process flows

Three file exchange methods are supported to enable batch data file transmission; (1) FTP of encrypted data over the Internet, (2) use of OA’s secure Website, and (3) VPN for certain payers.

4.1.1 FTP of Encrypted data over the Internet

One method of exchanging data files is encrypting the file, sending it over the Internet where it is then decrypted. For data inbound to Office Ally (see Figure 4.1.1A), the trading partner would encrypt the data on an internal server and then transfer to Office Ally’s FTP server. Then, Office Ally will retrieve the encrypted file from the Office Ally FTP server to an internal server where the file is decrypted and processed.

Figure 4.1.1A

FTP of Encrypted Data over the Internet from Trading Partner to Office Ally
For data outbound from Office Ally (see Figure 4.1.1B), Office Ally will generate the X12 data file and encrypt it. Once encrypted, the file will be sent either to Office Ally FTP server or the trading partners FTP server. Then the trading partner can retrieve the file from the appropriate FTP server, transfer it to their internal system, decrypt the file and process.

**Figure 4.1.1B**

FTP of Encrypted Data over the Internet from Office Ally to Trading Partner
4.1.2 Use of Office Ally’s secure website

Data may also be exchanged via Office Ally’s secure website (see Figure 4.1.2A). The transmission software is X-Upload. The trading partner must have a minimum of 128-bit cipher strength to utilize the website. For data inbound to Office Ally, the data file will be encrypted on the trading partner’s server prior to transmission. Office Ally will then transfer the encrypted file from the OA’s web server to an internal server for decryption and processing.

Data outbound from Office Ally takes the opposite path and remains on the web server encrypted until the trading partner retrieves the file and decrypts the file on their server.

Data transferred over the Office Ally web site must be encrypted.

Figure 4.1.2A
Connect: Direct Transfer over the Office Ally Web site
4.1.3 VPN

For trading partners that prefer to use a VPN, Office Ally supports this method of transmission. (see Figure 4.1.3A). Once established, data will be exchanged similarly to the FTP over the Internet approach except the data will not flow over the Internet.

It is not necessary to encrypt data transferred over a VPN. Using a VPN is unidirectional.

Figure 4.1.3A
4.2 Transmission Administrative Procedures

Before establishing data communications with Office Ally, a trading partner relationship must exist. As part of the process establishing the relationship, Office Ally and the trading partner must exchange certain technical information. This information is needed by both parties in order to establish communications.

The information requested will include:

1. Contacts; business, data and communications
2. Dates; testing, production
3. File information; size, naming
4. Transfer; schedule, protocol
5. Server information; host name, userID, password, file location, file name
6. Notification; failure, success

4.2.1 Re-transmission procedures

When a file needs to be retransmitted, the trading partner will contact their primary contact at Office Ally. At that time, procedures will be followed for Office Ally to accept and re-transmit a file.

4.3 Communication protocol specifications

4.3.1 FTP over the Internet

The following items are required to exchange data with Office Ally utilizing FTP over the Internet. The trading partner is responsible for the acquisition and installation of these items. This list assumes that Office Ally FTP server will be used.

1. Internet Connectivity; if large files will be exchanged, then the trading partner should consider a broadband connection.
2. Computer with FTP client and connectivity to the Internet.
3. PGP software for encryption/decryption. RSA (also know as Legacy) keys must be generated and exchanged with Office Ally via e-mail (public keys only).
4. E-mail capability to exchange configuration and testing information.

Initial setup will include confirming FTP connectivity, exchanging PGP public keys and performing end-to-end communications testing.

Before sending data to Office Ally, the data must be encrypted with PGP and then sent to the Office Ally FTP using the FTP client over the Internet connection. When receiving data from Office Ally, the FTP client will be used to get the data from the Office Ally FTP server after which PGP will be used to decrypt the data.
4.3.2 Office Ally’s secure Website

The following items are required to exchange data with Office Ally utilizing the secure website.

1. Internet Connectivity; if large files will be exchanged, then the trading partner should consider a broadband connection.
3. Office Ally will download X-upload to client box during first log in.
4. A user id and password for access to the Office Ally website.
5. E-mail capability to exchange configuration and testing information.

Initial setup will include the exchange of test files to ensure end-to-end communication.

Using the Office Ally website is bi-directional. The trading partner initiates the connection for both uploads and downloads of files.

4.3.3 VPN Connection

The following items are required to exchange data with Office Ally utilizing VPN.

1. Connectivity via a modem.
2. Internal VPN.
3. It is not necessary to encrypt files transferred over a VPN.
4. E-mail capability to exchange configuration and testing information.

Initial setup will include the exchange of User ids and passwords.

4.4 Passwords

Office Ally requires the use of User IDs and Passwords to access its systems and servers. If Office Ally’s FTP server is to be used to exchange data, Office Ally will assign each trading partner a unique userID and password. The UserID and other information will be communicated with the trading partner via e-mail. However, the password will be communicated via another method such as phone or fax.

In the event a trading partner forgets their password, Office Ally will change the password after verifying the authenticity of the requestor.

Office Ally will not utilize a trading partner owned FTP server that is not protected with a userID and password.

4.5 Encryption

Office Ally requires the encryption of data that is exchanged via the Internet or any other public network. Office Ally utilizes PGP with 1024 or 2048 bit keys for file encryption. For web-based transmissions Office Ally utilizes 128-bit cipher strength and X-upload for encrypted transmissions via the web.
5.1 OA EDI Dept

OA EDI Dept. is the central point of contact for all trading partner EDI activity including questions relating to file submissions.

OA EDI Dept. will internally route EDI questions to one of three EDI areas for resolution.

Once resolution is reached trading partners will receive a response from this same central EDI Dept.

The three areas within OA EDI that work on EDI customer service issues are;

- OA EDI Translator Team
- OA Payer Connectivity and Infrastructure Team
- OA EDI Business Operations Team

Contact Names and Titles: To be provided

Contact Phone number for EDI Dept is 949-464-9129
This section describes OA use of the interchange (ISA) and functional group (GS) control segments. Note that submissions to Office Ally are limited to one interchange (ISA) and one functional group (GS) per file. Files may contain up to 5000 transaction sets (ST).

### 837 INBOUND TRANSACTION

<table>
<thead>
<tr>
<th>X12 Data Element</th>
<th>Description</th>
<th>Values Used</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISA01</td>
<td>Authorization Qualifier</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>ISA02</td>
<td>Authorization Code</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>ISA03</td>
<td>Security Qualifier</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>ISA04</td>
<td>Security Information</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>ISA05</td>
<td>Sender Qualifier</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>ISA06</td>
<td>Sender Id</td>
<td>Trading Partner's Sender Id</td>
<td>Tax Id is preferred</td>
</tr>
<tr>
<td>ISA07</td>
<td>Receiver Qualifier</td>
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<td>30</td>
</tr>
<tr>
<td>ISA08</td>
<td>Receiver Id</td>
<td>330897513</td>
<td>Office Ally Tax Id</td>
</tr>
<tr>
<td>ISA15</td>
<td>Usage Indicator</td>
<td>T</td>
<td>Test File</td>
</tr>
<tr>
<td></td>
<td></td>
<td>P</td>
<td>Production File</td>
</tr>
<tr>
<td>GS01</td>
<td>Functional Id Code</td>
<td>Indicates transaction type</td>
<td>See HIPAA IG</td>
</tr>
<tr>
<td>GS02</td>
<td>Sender’s Code</td>
<td>Trading Partner's Sender Code</td>
<td>No Suggestions</td>
</tr>
<tr>
<td>GS03</td>
<td>Receiver's Code</td>
<td>OA</td>
<td>OA Business Units identified for translator routing purposes.</td>
</tr>
<tr>
<td>GS08</td>
<td>Version Release Industry ID Code</td>
<td>Identifies the transaction in ASC Terms</td>
<td>See HIPAA IG</td>
</tr>
</tbody>
</table>
• Numeric fields should be right justified and zero filled
• Alphanumeric fields should be left justified and space filled
• All monetary amounts are to include decimal points with two positions allowed to the right of the decimal point to represent cents.
997 Acknowledgement will be sent so the trading partner will get confirmation that we received their 837 submission.
OA requires a trading partner agreement be signed before any exchange of data can occur.
This section contains one or more appendices.

**A Implementation Checklist**

![Checkmarks]

**Trading Partner Testing Check List**

The following tasks should be completed to insure a smooth implementation of the EDI process.

<table>
<thead>
<tr>
<th>TASK</th>
<th>Responsibility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Establish ISA and GS information</td>
<td>OA &amp; TP</td>
<td></td>
</tr>
<tr>
<td>☐ Determine Communication Mode</td>
<td>OA &amp; TP</td>
<td></td>
</tr>
<tr>
<td>☐ Execute Trading Partner Agreement</td>
<td>OA &amp; TP</td>
<td></td>
</tr>
<tr>
<td>☐ Confirm Business rules</td>
<td>OA &amp; TP</td>
<td></td>
</tr>
<tr>
<td>☐ If required, set-up encryption process</td>
<td>OA &amp; TP</td>
<td></td>
</tr>
<tr>
<td>☐ Establish schedule for testing</td>
<td>OA &amp; TP</td>
<td></td>
</tr>
<tr>
<td>☐ Complete testing</td>
<td>OA &amp; TP</td>
<td></td>
</tr>
<tr>
<td>☐ Production cut-over</td>
<td>OA &amp; TP</td>
<td></td>
</tr>
</tbody>
</table>
THIS AGREEMENT is made this ______ day of _______________, 20___, by and among ______________________________ (hereinafter known as “Covered Entity”) and Office Ally, LLC (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as “the Parties”.

WHEREAS, Covered Entity and Business Associate are as defined in 45 CFR § 160.202

WHEREAS, Covered Entity wishes to commence a business relationship with Business Associate whereby Business Associate will provide products and services to Covered Entity pursuant to a separate services agreement;

WHEREAS, the nature of the prospective contractual relationship between Covered Entity and Business Associates may involve the exchange of Protected Health Information (“PHI”) as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including all pertinent regulations issued by the Department of Health and Human Services (“HHS”);

The premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions

1. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502 (G).

2. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45CFR Part 160 and Part 164, Subparts A and E.

3. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.501.

5. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

B. Use or Disclosure of PHI by Business Associate.

Business Associate’s use and disclosure of PHI is strictly limited to those instances where it is necessary to the performance of duties contractually delegated to it by Covered Entity in a separate services agreement. These instances include the following situations:

a. For archival purposes; and

b. For the proper management and administration of the Covered Entity as such Covered Entity’s “Business Associate” or to carry out the legal responsibilities of the Covered Entity as such Covered Entity’s “Business Associate”, pursuant to 45 CFR § 164.501; limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Furthermore, any specific listing of duties or functions to be performed by Business Associate for Covered Entity contained in a separate contract (or addendum thereto) between the Parties is hereby incorporated by reference into this agreement for the sole purpose of further elaborating duties and functions that Business Associate is contractually undertaking on behalf of the Covered Entity.

In all instances, Business Associate shall not use or disclose PHI obtained from Covered Entity in a manner that would violate the Privacy Rule of HIPAA or the pertinent regulations of HHS.

C. Duties of Business Associate relative to PHI.

1. Business Associate shall not use or disclose PHI other than as permitted or required by this agreement or by law.

2. Business Associate shall use appropriate safeguards recognized under the law and HHS regulations to prevent use or disclosure of the PHI other than as allowed for by this agreement.

3. Business Associate shall report to Covered Entity any use or disclosure of PHI that is in violation of this agreement within ten (days). In the event of disclosure of PHI in violation of this agreement, Business Associate shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

4. Business Associate shall ensure that any agent or subcontractor to whom it provides PHI received from Covered Entity agrees to the same restrictions and conditions with respect to such information that apply through this agreement to Business Associate.

5. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

6. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528. Should an
individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 CFR Section 164.528, Business Associate agree to promptly provide Covered Entity with information in a format and manner sufficient to respond to the individual’s request.

7. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.

8. To the extent Required by Law, Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary’s fully appointed delegate. Under this agreement, Business Associate shall comply and cooperate with any request for documents or information from the Secretary directed to Business Associate that seeks documents or other information held by Business Associate.

9. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide “data aggregation” services to Covered Entity as permitted by 42 CFR Section 164.504(e)(2)(ii)(B).

10. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR sec 164.502 (j)(1).

11. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

12. If changes are made to PHI, to the extent such PHI exists and is readily accessible, Business Associate will make the change and provide access to the PHI both before and after any such amendments. Business Associate will also notify Covered Entity within ten (10) days of any change in PHI and any requests for change in PHI.

13. Upon request by Covered Entity, and provided that PHI exists and is readily accessible, Business Associate shall make any amendments or corrections to PHI in a designated record set.

14. If Business Associate conducts Standard Transactions (i.e., Transactions that comply with the Standards for Electronic Transactions Regulations) with or on behalf of Covered Entity, Business Associate will comply by a mutually agreed date, but no later than the date of compliance and with all applicable final regulations, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 CFR Part 162. Business Associate agrees to demonstrate compliance with the Transactions by allowing Covered Entity to test the Transactions and its content requirements upon a mutually agreed date. Business Associate will not enter into, or permit its subcontractors or agents to enter into any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:
   a. Changes the definition, data condition, or use of data element or segment in a Standard Transaction;
   b. Adds any data elements or segments to the maximum defined data set;
   c. Uses any code or data element that is marked “not used” in the Standard Transaction’s implementation specification or is not in the Standard Transaction’s implementation specification; or
   d. Changes the meaning or intent of the Standard Transaction’s implementation specification.

D. Duties of Business Associate relative to PHI.

1. **Term.** The term of this Agreement shall be effective as of the compliance date set out in applicable Regulations, and subject to any extension obtained by either party or granted under the Regulations; and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions in this Section.

2. **Termination for Cause.** Upon Covered Entity’s knowledge of a material breach by Business Associate, Covered Entity shall either:
   i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
   ii. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
   iii. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

3. **Effect of Termination.**
   i. Except as provided in paragraph (3)(ii) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of the Covered Entity at the end of 7 years. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
   ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosure of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintain such PHI.
   iii. Right of Termination of Existing Service Contracts. Should Business Associate make a disclosure of PHI in violation of this Agreement, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties.

E. Nothing in this Agreement shall be construed as an admission on the part of either Party that the relationship between the Covered Entity and the Business Associate is one of “Covered Entity” and “Business Associate” as those terms are known and construed under HIPAA and pertinent regulations issued by the Secretary. However, the duties and obligations of Business Associate under this agreement remain in full force and effect regardless of whether or not the relationship between the Parties is determined to be one between an “Covered Entity” and a “Business Associate” as those terms are known and construed under HIPAA and pertinent regulations issued by the Secretary.
F. Remedies in Event of Breach. Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in Paragraph C of this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Paragraph C above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Paragraph C. Furthermore, in the event of breach of Paragraph C by Business Associate, Covered Entity will be entitled to reimbursement and indemnification from Business Associate for the Covered Entity’s reasonable attorneys fees and expenses and costs that were reasonable incurred as a proximate result of the Business Associate’s breach. The remedies in this Paragraph G shall be in addition to (and not to supersede) any action for damages Covered Entity may have for breach of any part of this Agreement.

G. Modification. This Agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement form time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

H. Interpretation of this contract in relation to other contracts between the Parties. Should there be any conflict between the language of this contract and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless in a subsequent written agreement the Parties specifically refer to this Agreement by its title and date, and, also, specifically state that the provisions of the later written agreement shall control over this Agreement.

I. Miscellaneous.
1. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
2. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or amended.
3. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made in writing to:

   Practice Information
   Name
   Street Address
   City/State/Zip Code
   Phone Number

4. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made in writing to:

   Brian P. O’Neill
   32356 S. Coast Highway
   Laguna Beach, CA 92651-2938

INWITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

   Covered Entity
   Name, Title
   Signature
   Date:

   Business Associate
   Brian P. O’Neill
   Name, Title
   Signature
   Date:

[HIPAA Compliance Certificate]
Please note: This companion guide lists Legacy Numbers as optional, although they may be required by certain payers until the end of the dual usage period (May 23, 2008). Refer to the payer’s contingency plan documentation for more information.

**Beginning Hierarchical Transaction**

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2310E | REF | REF02 | Legacy Supervising Provider Number

**Ordering Provider Name (Line Loop)**

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