



## Kareo Services

### Term, Termination and Return of Data

### Frequently Asked Questions (FAQ)

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The following FAQ outlines the Kareo Term, Termination and Return of Data policy as referenced in the Kareo Terms of Service Agreement, Section 2 – Term, Termination and Return of Data.

This FAQ will be updated on a regular basis to ensure regulatory compliance, updated product features and operational efficiency.

#### **Kareo Services**

1. [Kareo Practice Management \(PM\)](#)
2. [Kareo Electronic Health Record \(EHR\)](#)
3. [Kareo Billing Services](#)

#### **Kareo Service Provider**

[Return of Data](#)

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## Kareo PM and Kareo EHR

### Term, Termination and Return of Data Policy FAQ

1. ***Q: If I terminate my contract with Kareo, will I have an opportunity to download my data?***

**A:** Kareo recommends that the Customer initiate or perform their data export prior to the actual termination date of the contract.

The Customer data will only be provided in Microsoft Excel (.XLS) or Comma Separated Values (.CSV) file format and only includes patient records (including patient demographics and insurance coverage information) and claim records (including encounter and claim information).

2. ***Q: What happens to my data after the actual termination date?***

**A:** Kareo will continue to retain the Customer's data for an additional 60 days (**Data Retention Period**) as a safeguard in the event that the client requires additional data from the system.

3. ***Q: If I discover that I need additional information during the Data Retention Period, how can I obtain the additional data?***

**A:** Please contact the Kareo Accounting Department at [accounting@kareo.com](mailto:accounting@kareo.com) for assistance.

4. ***Q: During the 60 day Data Retention Period, will Kareo continue to maintain privacy, security and integrity of my data as defined by HIPAA?***

**A:** As noted on the Kareo Business Associate Agreement (BAA), Kareo will continue to extend the protections of the BAA agreement during the data retention period.

5. ***Q: What data can I download from the system?***

**A:** Kareo recommends contacting support for assistance in identifying data to export from Kareo – prior to the actual termination date. If Customer contacts support for assistance after the support coverage has terminated, Kareo may charge the Customer the standard rate of \$100 an hour (minimum 30 minutes).

6. ***Q: Will Kareo maintain a copy of my data to comply with local, state, federal and/or HIPAA Medical Records retention mandate (6-10 years depending on the state)?***

**A:** After the **Data Retention Period** is completed, Kareo will properly dispose and/or delete any customer data containing PHI as noted on Kareo's BAA. Customer will solely be responsible for complying with all state and HIPAA records retention requirements.



7. **Q: What does Kareo consider an “Abandoned Account”?**

**A:** An abandoned account means a Customer has discontinued service (but has failed to formally terminate its account with the Service) by a combination of non-payment of the current or previous month fees **and** 30 consecutive days of no Customer logins to the Service. At the 31<sup>st</sup> day, the account is deemed “Abandoned” and the account is officially terminated.

(Added 3-11-2013): A Kareo EHR **only** account will also be deemed “Abandoned” and terminated if the user fails to confirm their account via e-mail within 30 days of sign-up.

8. **Q: What happens to my data if I my account is deemed “Abandoned” and terminated?**

**A:** After the account is deemed terminated, the data is held for an additional 60 days (**Data Retention Period**). Kareo will then properly dispose and/or delete any customer data containing PHI as noted on Kareo’s BAA. Customer will solely be responsible for complying with all state and HIPAA records retention requirements.

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## Kareo Billing Services

### Term and Termination FAQ

1. **Q: What happens if I decide to discontinue my Kareo Billing Services?**

**A:** When the agreement between Kareo Billing Service and customer is terminated, Kareo will continue to process all outstanding payment postings (for claims submitted by Kareo Billing Services as of the date of termination) for a period of 60 days (**Clean-up Period**) after termination to liquidate those receivables.

2. **Q: What if I decide to take back all the billing immediately after notification to discontinue service?**

**A:** If the Customer opts to terminate the agreement and immediately take over their billing, then Customer may pay Kareo a one-time payment of 50% of the billing rate for all the outstanding accounts receivable (from current to 60 days).

Once the Kareo receives payment from the Customer, then the agreement will immediately terminate and Kareo will have no additional claims to any additional collections.

3. **Q: Can I continue to use Kareo Practice Management and/or Kareo EHR without using your Kareo Billing Services?**

**A:** Yes. Your sales representative will assist you in enrolling to the appropriate subscription plan for your practice and continue to utilize the system.



## Return of Data Policy FAQ

1. ***Q: If I continue to utilize Kareo PM and/or Kareo EHR after the termination of the Kareo Billing Services, what will happen to the data or any billing work product not currently in the system?***

**A:** After the 60 day **Clean-up Period** and/or after the Customer has submitted final payments to Kareo to signify the termination of the agreement, Customer will now have full control of all of the data in the Kareo. Additionally, Kareo will return all billing data supplied by the practice in a standard commercial (non-proprietary) electronic file format within 30 days after the termination.

2. ***Q: If I decide to leave Kareo for all services, what happens to my data?***

**A:** After the 60 day **Clean-up Period** and/or after the Customer has submitted final payments to Kareo to signify the termination of the agreement, Kareo will return all billing data supplied by the practice in a standard commercial (non-proprietary) electronic file format within 30 days.

Kareo will continue to retain the client's data for an additional 60 days (**Data Retention Period**) after the end of the **Clean-up Period** and/or after the Customer has submitted final payments to Kareo to signify the termination of the agreement.

Nearing the end of the Clean-up Period or prior to the actual termination of the agreement, the Customer will have an opportunity to export their data from the system.

The Customer data will only be provided in Microsoft Excel (.XLS) or Comma Separated Values (.CSV) file format and only includes patient records (including patient demographics and insurance coverage information) and claim records (including encounter and claim information).

3. ***Q: Will Kareo maintain a copy of my data to comply with the local, state, federal and/or HIPAA Medical Records retention mandate (6-10 years)?***

**A:** At the end of the **Data Retention Period**, Kareo will properly dispose and/or delete any customer data containing PHI as noted on Kareo's Business Associate Agreement. Customer will solely be responsible for complying with all regulatory requirements for records retention.

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## Kareo Service Provider – Return of Data

1. ***Q: As a Service Provider of Kareo Services, what are my responsibilities for providing data to my own clients?***

**A:** Kareo recommends following the same procedures above and provide your clients access to download their data.

Kareo will continue to hold the data for an additional 60 days after we receive your notification and then will properly dispose /delete your client's data containing PHI on the 61<sup>st</sup> day.

2. ***Q: What if I need more than 60 days to finalize and reconcile the account?***

**A:** If you are still working the account after your client has terminated your agreement, then the account is still deemed active and will continue until you formally notify us with the termination.

If you still need more time, then please contact your account representative to request an extension.

Depending on the length of the extension, you may be charged for the additional period.

3. ***Q: What happens if my client contacts you directly to obtain their data?***

**A:** Kareo reserves the right to comply with the request and grant your client access to their data (unless a court order or other legal proceeding prohibits us from doing so). We will attempt to notify you of the request.

4. ***Q: What happens if my client contacts you directly to request that our access be restricted or denied?***

**A:** As stated above, Kareo will attempt to notify you of the request. Kareo reserves the right to comply with your client's request (unless a formal court order or other legal proceeding prohibits us from doing so).