

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement, made on the ___ day of _____, 201__, is by and between _____ (referred to as "The Healthcare Practice") and ADS South (referred to as "Business Associate").

The Healthcare Practice has the responsibility for safeguarding Protected Health Information (referred to as "PHI") of its patients. PHI includes all medical records and health information of an individual in any form including paper, electronic and oral.

Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law.

Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI beyond the terms of this Agreement.

Business Associate agrees to report to The Healthcare Practice any use or disclosure of the PHI not covered by this Agreement of which the Business Associate becomes aware.

Business Associate agrees to ensure that any agent, representative or employee of Business Associate, including a subcontractor, to whom it provides PHI from The Healthcare Practice, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate.

Business Associate agrees to make PHI and related records obtained from The Healthcare Practice available to The Healthcare Practice and the Department of Health and Human Services to determine The Healthcare Practice's compliance with the Privacy Rule.

The Healthcare Practice agrees to disclose PHI to Business Associate the minimum amount of PHI necessary for the Business Associate's purposes.

Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of The Healthcare Practice, provided that such use or disclosure does not violate the Privacy Rule.

If Business Associate violates the terms of this Agreement, The Healthcare Practice will make reasonable attempts to resolve the violations. If a resolution is not feasible, The Healthcare Practice will report the violation to the Department of Health and Human Services.

Either party may terminate this Agreement at any time without reason or notice. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from The Healthcare Practice. Business Associate shall retain no copies of the PHI.

The rights and obligations of Business Associate of this Agreement shall survive the termination of this Agreement. Any ambiguity in this Agreement shall be resolved to permit The Healthcare Practice to comply with the Privacy Rule.

This Agreement is effective as of this ___ day of _____, 201__.

By: _____

By: 

THE HEALTHCARE PRACTICE

BUSINESS ASSOCIATE

_____, 201__

_____, 201__

Date

Date