

**Business Associate
Protected Health Information Agreement**

This agreement, made on the _____ day of _____, 20____, is by and between

_____ (referred to as "The Healthcare Practice") and
_____ (referred to as the "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 subcontractor, to whom it provides **PHI** from the Healthcare Practice, agrees to the same restrictions and conditions that apply through this agreement to 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 anytime 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.

The rights and obligations of Business Associate 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 goes into effect as of the _____ day of _____, 20_____

Signed:

The Healthcare Practice

Business Associate

Company

Company

Phone Number

Phone Number

Address

Address

City, State & Zip

City, State & Zip

Date

Date