

_____ Provider Acct No.

_____ Location Code

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made between _____ (“Provider”) and
ADVANCED MEDICAL RECORDS, INC. . (AMR)

RECITALS

A. Provider is a health care facility that is subject to the federal HIPAA security and privacy rules [45 C.F.R. §164.302 *et seq.* & §164.500 *et seq.*]. Under those rules, Provider may give business associates performing services on its behalf access to patient-identifiable health care information (“Protected Health Information”) to the extent that such access is necessary to allow the business associates to perform their duties, provided that it obtains satisfactory assurances from each business associate that it will appropriately safeguard the Protected Health Information [45 C.F.R. §§164.308(b) & 164.502(e)]. Provider customarily obtains such assurances in the form of an agreement that binds the business associate [45 C.F.R. §§ 164.308(b)(4) & 164.504(e)].

B. AMR is a company that provides Medical Records services to Provider (the “Services”). In the course of performing the Services, AMR may require access to Protected Health Information held by Provider. As such, AMR is a “business associate” under the federal HIPAA privacy rules [45 C.F.R. §160.103]. AMR is prepared to enter into an agreement with Provider containing satisfactory assurances that it will appropriately safeguard the Protected Health Information.

C. Provider and AMR dAMRre to enter into this Business Associate Agreement to set forth their understandings regarding AMR’ duties with respect to the Protected Health Information that it receives from Provider.

AGREEMENTS

1. Compliance with HIPAA Rules

AMR shall comply with the HIPAA business associate rules (in current or amended form) in using and disclosing Protected Health Information that it receives from Provider in the course of furnishing the Services.

2. Specific Obligations

AMR shall perform the following duties in accordance with the HIPAA business associate rules:

2.1. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Provider as required by the HIPAA security regulations.

2.2. Use or disclose Protected Health Information only in order to: (i) perform the Services; (ii) assist in its own proper management and administration; or (iii) carry out its legal responsibilities. In the event of disclosure under Subsection (ii) or (iii), AMR will obtain assurances from the recipient that the Protected Health Information will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and that the recipient will notify AMR of any breach of confidentiality of which the recipient becomes aware.

2.3. Use appropriate safeguards to prevent use or disclosure of Protected Health Information for purposes other than the performance of the Services.

2.4. Report to Provider any security incident with respect to electronic Protected Health Information of which AMR becomes aware.

2.5. Report to Provider any use or disclosure of Protected Health Information for purposes other than the performance of the Services.

2.6. Ensure that any agent, including a subcontractor, to whom AMR provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect such information.

2.7. Ensure that any agent, including a subcontractor, to whom AMR provides Protected Health Information, agrees to the same restrictions and conditions that apply to AMR.

3. Obligations to Provider

AMR shall perform the following obligations with respect to Provider:

3.1. Give Provider or the patient access to the health records, as required by the patient access provisions of the HIPAA privacy rules [45 C.F.R. §164.524].

3.2. Allow Provider, at the patient's request, to require amendment of the health records in the time and manner that it dAMRgnates [45 C.F.R. §164.526].

3.3. Document any disclosures by it of Protected Health Information and provide the resulting documentation to Provider in order to allow Provider to respond to the patient's request for an accounting of disclosures [45 C.F.R. §164.528].

4. Records

AMR shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to Provider, or, at the request of Provider, to the Secretary of the Department of Health and Human Services, in a time and manner

dAMRgnated by Provider or the Secretary, to assist the Secretary in determining Provider's compliance with the HIPAA security and privacy regulations.

5. Term and Termination

5.1 This Agreement shall continue as long as AMR provides the Services.

5.2 In the event that AMR violates this Agreement, Provider may immediately terminate its relationship with AMR, including any agreement or contract between them obligating AMR to furnish the Services and Provider to compensate AMR for them.

5.3 Following any termination of this Agreement, AMR shall, if feasible, return or destroy all Protected Health Information (including copies) received from Provider, or created or received by AMR on behalf of Provider. If it is not feasible to return or destroy the Protected Health Information, AMR shall continue to protect the Protected Health Information under this Agreement and shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

6. Amendment

Provider and AMR shall amend this Agreement from time to time as necessary to comply with the HIPAA security and privacy regulations.

PROVIDER:

Advanced Medical Records, Inc. (AMR):

(Signature)

(Signature)

(Printed or typed name)

Stephen C. Manske

(Title)

PrAMRdent

Dated: _____

Dated: _____