



Medical Privacy

National Standards to Protect the Privacy of Personal Health Information

BUSINESS ASSOCIATE CONTRACT PROVISIONS

This Business Associate Agreement, effective _____, 2010, is entered into by and between Doctor's Choice Professional Laboratory & Diagnostic Services, P.A. "Doctor's Choice" (the "Business Associate") and _____, a _____ {Professional Designation such as D.C. or M.D.) licensed to practice in the State of _____ (the "Clinician") (each a "Party" and collectively the "Parties").

WHEREAS, Clinician agrees to comply with the Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. §§ 160.101-160.312; 164.102-164.534) ("Privacy Regulations") as promulgated by the U.S. Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") with respect to its dealings with Business Associate; and,

WHEREAS, the Clinician has engaged the Business Associate to perform "Services" as defined below; and, WHEREAS, in the performance of the Services, the Business Associate must use and/or disclose Protected Health Information ("PHI"), as that term is defined in Section 164.501 of the Privacy Regulations, received from or transmitted to the Clinician; and,

WHEREAS, the Parties are committed to complying with the Privacy Regulations with respect to dealings between Clinician and Business Associate;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties enter into this Business Associate Agreement ("Agreement").

Section 2

SERVICES PROVIDED

Business Associate provides laboratory testing services, laboratory interpretation services and radiology services for the Clinician. In the course of providing the Services, the use and disclosure of PHI between the Parties may be necessary. Clinician acknowledges that Business Associate, Doctor's Choice Professional Laboratory & Diagnostic Services, P.A., does not provide a definitive diagnosis or treatment and that it is Clinician's responsibility to attend to any abnormal value results. In the event of "Critical" lab results as defined by laboratory, Business Associate will call Clinician as soon as it is aware of such results. Business Associate assumes no further responsibility in this instance and Clinician is ultimately responsible for patient's care.

Please Initial Here _____



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Section 3

Obligations and Activities of Business Associate

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to report to Clinician any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Clinician agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- e. Business Associate agrees to provide access, at the request of Clinician, and in the time and manner, to Protected Health Information in a Designated Record Set, to Clinician or, as directed by Clinician, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- f. Business Associate agrees to make internal practices, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Clinician available to the Clinician, within five (5) business days by fax or mail for purposes of the U.S. Department of Health & Human Services Secretary determining Clinician's compliance with the Privacy Rule.
- g. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Clinician to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

Section 4

Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions

Specify purposes:

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Clinician for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Clinician or the minimum necessary policies and procedures of the Clinician: _____.

Section 5

Specific Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Clinician as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).



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Section 6

Obligations of Clinician

Provisions for Clinician to Inform Business Associate of Privacy Practices and Restrictions

a. Clinician shall notify Business Associate of any limitation(s) in its notice of privacy practices of Clinician in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

b. Clinician shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

c. Clinician shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Clinician has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Section 7

Permissible Requests by Clinician

Clinician shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Clinician.

Section 8

Term and Termination

a. Term. The Term of this Agreement shall be effective as of date signed below, and shall terminate when all of the Protected Health Information provided by Clinician to Business Associate, or created or received by Business Associate on behalf of Clinician, is destroyed or returned to Clinician, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

b. Termination for Cause. Upon Clinician's knowledge of a material breach by Business Associate, Clinician shall either:

1. 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 Clinician;

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure are feasible, Clinician shall report the violation to the Secretary.

c. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Clinician, or created or received by Business Associate on behalf of Clinician. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Clinician notification of the conditions that make return or destruction infeasible. If return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.



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Section 9

Miscellaneous

a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Clinician to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 with respect to its dealings with Business Associate.

c. Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" Section 8-C of this Agreement shall survive the termination of this Agreement.

d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Clinician to comply with the Privacy Rule with respect to its dealings with Business Associate.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed effective as of the date first stated above.

CLINICIAN

(Doctor)

Print Name: _____

Signature: _____

Date: _____

BUSINESS ASSOCIATE

(Doctor's Choice Professional Laboratory & Diagnostic Services, P.A.)

Print Name: **Dr. Kevin K. Bodling, President**

Signature: _____

Date: _____

Please Make A Copy of this Legal Document For Your Records.