

**HIPAA PRIVACY COMPLIANCE AGREEMENT  
FOR BUSINESS ASSOCIATES**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2016 by and among \_\_\_\_\_ (hereinafter known as “Principal”) and CJPS Healthcare Services, LLC (hereinafter known as “Business Associate”). Principal and Business Associate shall collectively be known herein as “the Parties”.

**WHEREAS**, Principal is a health care provider whose activities are general described as physician and other health care providers;

**WHEREAS**, Business Associate is in the business of providing services to health care industry and its activities are generally described as provision of medical and dental billing services to physicians and other health care providers;

**WHEREAS**, Principal has, or wishes to commence a business relationship with Business Associate that has been, or shall be memorialized in a separate services agreement;

**WHEREAS**, the nature of the prospective contractual relationship between Principal and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including all pertinent regulations issued by the Department of Health and Human Services (“HHS”); The premises having been considered and with acknowledgement of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

**A. Definitions.**

1. **Individual.** “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
2. **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164 Subparts A and E.
3. **Protected Health Information.** “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Principal.
4. **Required by Law.** “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.501.
5. **Secretary.** “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

**B. Use or Disclosure of PHI by Business Associate.** Business Associate’s use and disclose of PHI is strictly limited to those instances where it is necessary to the performance of duties contractually - delegated to it by Principal in a separate services agreement. Those duties are generally described as “Billing of third party payers on behalf of \_\_\_\_\_ for services rendered to patients.

Furthermore, any specific listing of duties or functions to be performed by Business Associate for Principal contained in a separate contract (or addendum thereto) between the Parties is hereby incorporated by reference into this agreement for the sole purpose of further elaborating duties and functions that Business Associate is contractually undertaking on behalf of Principal. In all instances, Business Associate shall not use or disclose PHI obtained from Principal in a manner that would violate the Privacy Rule of HIPAA or the pertinent regulations of HHS.

**C. Duties of Business Associate relative to PHI.**

1. Business Associate shall not use or disclose PHI other than as permitted or required by this agreement or by law.
2. Business Associate shall use appropriate safeguards recognized under the law and HHS regulations to prevent use or disclosure of the PHI other than is allowed for by this agreement.
3. Business Associate shall immediately report to Principal any use or disclosure of PHI that is in violation of this agreement. In the event of disclosure of PHI in violation of this agreement, Business Associate shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.
4. Business Associate shall ensure that any agent or a subcontractor to whom it provides PHI received from Principal agrees to the same restrictions and conditions with respect to such information that apply through this agreement to Business Associate.
5. Business Associate shall, upon request with reasonable notice, provide Principal access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHO.
6. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Should an individual make a request to Principal for an accounting of disclosures of his or her PHI pursuant to 45 CFR § 164.528, Business Associate agrees to promptly provide Principal with information in a format and manner sufficient to respond to the individual's request.
7. Business Associate shall, upon request with reasonable notice, provide Principal with an accounting of uses and disclosures of PHI provided to it by Principal.
8. Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Principal available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this agreement, Business Associate shall comply and cooperate with any request for documents or other information from the Secretary directed to Principal that seeks documents or other information held by Business Associate.
9. Except as otherwise limited in this agreement, Business Associate may use PHI to provide "data aggregation" services to Principal as permitted by 42 CFR § 164.504©(2)(i)(B).
10. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR § 164.502(j)(1).
11. Except as otherwise limited in this agreement, Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances

from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

**D. Term and Termination.**

1. Term. The Term of this agreement shall be effective as of the date given on page 1 hereof, and shall terminate when all of the Protected Health Information provided by Principal to Business Associate, or created or received by Business Associate on behalf of Principal, is destroyed or returned to Principal, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provision in this Section.
2. Termination for Cause. Upon Principal's knowledge of a material breach by Business Associate, Principal shall either;
  - a) 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 Principal;
  - b) Immediately terminate this agreement if Business Associate has breached a material term of this agreement and cure is not possible; or
  - c) If neither termination nor cure are feasible, Principal shall report the violation to the Secretary.
3. Effect of Termination.
  - a) Except as provided in ¶ D.(3)(b) of this section, upon termination of this agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Principal, or created or received by Business Associate on behalf of Principal. 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 Protected Health Information.
  - b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Principal written notification of the conditions that make return or destruction infeasible. After written notifications that 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.
  - c) Right of Termination of Existing Service Contracts. Should Business Associate make a disclosure of PHI in violation of this Agreement, Principal shall have the right to immediately terminate any contract, other than this agreement, then in force between the Parties.

**E.** Nothing in this agreement shall be construed as an admission on the part of either Party that the relationship between Principal and Business Associate is one of "Covered Entity" and "Business Associate" as those terms are known and construed under HIPAA and pertinent regulations issued by the Secretary. However, the duties and obligations of Business Associate under this agreement remain in full force and effect regardless of whether or not the relationship between the Parties is

determined to be one between a “Covered Entity” and a “Business Associate” as those terms are known and construed under HIPAA and pertinent regulations issued by the Secretary.

**F. Consideration.** Business Associate recognizes that the promises it has made in this agreement shall, in the future, be detrimentally relied upon by Principal in choosing to continue or commence a business relationship with Business Associate.

**G. Remedies in Event of Breach.** Business Associate hereby recognizes that irreparable harm will result to Principal, and to the business of Principal, in the event of a breach by Business Associate of any of the covenants and assurances contained in ¶ C of this agreement. As such, in the event of breach of any of the covenants and assurances contained in ¶ C above, Principal shall be entitled to enjoin and restrain Business Associate from any continued violation of ¶ C. Furthermore, in the event of breach of ¶ C by Business Associate, Principal be entitled to reimbursement and indemnification from Business Associate for the Principal’s reasonable attorneys fees and expenses and costs that were reasonably incurred as a proximate result of the Business Associate’s breach. The remedies contained in this paragraph G shall be in addition to (and not supersede) any action for damages Principal may have for breach of any part of this agreement.

**H. Modification.** This agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this agreement from time to time as is necessary for Principal to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

**I. Interpretation of this contract in relation to other contracts between the Parties.** Should there be any conflict between the language of this contract and any other contract entered into between the Parties (either previous or subsequent to the date of this agreement), the language and provisions of this agreement shall control and prevail unless in a subsequent written agreement the Parties specifically refer to this agreement by its title and date and, also, specifically state that the provisions of the later written agreement shall control over this agreement.

**J. Miscellaneous.**

1. Any ambiguity in this agreement shall be resolved to permit Principal to comply with the Privacy Rule.
2. **Regulatory References.** A reference in this agreement to a section in the Privacy Rule means the sections as in effect or as amended.
3. **Notice to Principal.** Any notice required under this agreement to be given to Principal shall be made in writing to:
4. **Notice to Business Associate.** Any notice required under this agreement to be given to Business Associate shall be made in writing to:

**CJPS Healthcare Services, LLC  
7349 North Via Paseo Del Sur #442  
Scottsdale, AZ 85258**

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

**PRINCIPAL**

\_\_\_\_\_

Dated: \_\_\_\_\_, 2016

**BUSINESS ASSOCIATE**

\_\_\_\_\_

CJPS Healthcare Services, LLC

Dated: \_\_\_\_\_, 2016