



**Date:**

## Business Associate Agreement

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This agreement is entered into on between MBA Medical Billing Services, Inc. and \_\_\_\_\_, heretofore to be referred to as 'our client'.

Whereas, our client will make available and/or transfer to MBA Medical Billing Services, Inc protected health information, in conjunction with services that are being provided by MBA Medical Billing Services, Inc to our client, that is confidential and must be afforded special treatment and protection. MBA Medical Billing Services, Inc will have access to and/or receive from our client protected health information that can be used or disclosed only in accordance with this agreement and the HHS Privacy Rule.

MBA Medical Billing Services, Inc and our client agree to the following:

### **Definitions**

The following terms shall have the meaning ascribed to them in this section. Other terms shall have the meaning ascribed to them in the context in which they first appear.

- Agreement shall refer to this document.
- MBA Medical Billing shall mean MBA Medical Billing Services, Inc.
- HHS Privacy Rule shall mean the Code of Federal Regulations ("CFR") Title 45, Sections 160 and 164.
- Individual shall mean the person who is the subject of the protected health information, as defined by 45 CFR 164.501.
- Protected health information shall mean any individually identifiable health information provided and/or made available by our client to MBA Medical Billing Services, Inc, and has the same meaning as the term "protected health information" as defined by 45 CFR 164.501.
- Parties shall mean MBA Medical Billing Services, Inc and our client.
- Secretary shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority has been delegated.



## Term

The term of this agreement shall commence as of April 13, 2003 (the "Effective Date" of the HHS Privacy Rule), and shall expire when all of the protected health information provided by our client to MBA Medical Billing Services, Inc is destroyed or returned to our client.

## Limits On Use And Disclosure Established By Terms Of Agreement

MBA Medical Billing hereby agrees that it shall be prohibited from using or disclosing the protected health information provided or made available by our client for any purpose other than as expressly permitted or required by this agreement.

## Stated Purposes For Which MBA Medical Billing Services, Inc May Use Or Disclose Protected Health Information

The parties hereby agree that MBA Medical Billing shall be permitted to use and/or disclose protected health information provided or made available from our client for the following stated purposes:

- To fulfill contractual obligations to provide medical billing and to support, maintain, update or resolve problems with the practice management system.

## Use Of Protected Health Information For Management, Administration And Legal Responsibilities

MBA Medical Billing is permitted to use protected health information if necessary for the proper management and administration or to carry out legal responsibilities of MBA Medical Billing Services, Inc.

## **Disclosure Of Protected Health Information For Management, Administration and Legal Responsibilities**

MBA Medical Billing is permitted to disclose protected health information received from our client for the proper management and administration of MBA Medical Billing or to carry out legal responsibilities of MBA Medical Billing provided:

- The disclosure is required by law
- MBA Medical Billing obtains reasonable assurances from the person to whom the protected health information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the protected health information, and the person immediately notifies MBA Medical Billing of any instance of which it is aware in which the confidentiality of the protected health information has been compromised.



#### Data Aggregation Services

MBA Medical Billing is also permitted to use or disclose protected health information to provide data aggregation services, as that term is defined by 45 CFR 164.501, relating to the care operations of our client.

#### Limits On Use And Further Disclosure Established By Agreement And Law

MBA Medical Billing hereby agrees that the protected health information provided or made available by our client shall not be further used or disclosed other than as permitted or required by the agreement or as required by law.

#### Appropriate Safeguards

MBA Medical Billing will establish and maintain appropriate safeguards to prevent any use or disclosure of protected health information.

#### Reports Of Improper Use Or Disclosure

MBA Medical Billing hereby agrees that it shall report to our client within two (2) days of discovery any use or disclosure of protected health information not provided or allowed by this agreement.

#### **Subcontractors And Agents, aka Second Tier Business Associates**

MBA Medical Billing hereby agrees that anytime protected health information is provided or made available to any subcontractors or agents, MBA Medical Billing must enter into an agreement with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this agreement.

#### Right Of Access To Protected Health Information

MBA Medical Billing hereby agrees to make available and provide a right to access all protected health information by an individual. This right of access shall conform with and meet all the requirements of 45 CFR 164.524, including substitution of the words "our client" with MBA Medical Billing Services, Inc where appropriate.

#### **Amendment And Incorporation Of Amendments**

MBA Medical Billing agrees to make protected health information available for amendment and to incorporate any amendments to protected health information in accordance with 45 CFR 164.526, including substitution of our client's name with MBA Medical Billing Services, Inc where appropriate.



#### **Provide Accounting**

MBA Medical Billing agrees to make protected health information available as required to provide accounting of disclosures in accordance with 45 CFR 164.528 including substitution of our clients name with MBA Medical Billing Services, Inc where appropriate.

#### **Access To Books And Records**

MBA Medical Billing hereby agrees to make its internal practices, books, and records relating to the use or disclosure of protected health information received from, or created or received by MBA Medical Billing on behalf of our client available to the Secretary or the Secretary's designee for the purposes of determining compliance with the HHS Privacy Rule.

#### **Return Or Destruction Of Protected Health Information**

At termination of this agreement, MBA Medical Billing hereby agrees to return or destroy all protected health information received from, or created or received by MBA Medical Billing on behalf of our client. MBA Medical Billing agrees not to retain any copies of the protected health information after termination of this agreement. If return or destruction of the protected health information is not feasible, MBA Medical Billing agrees to extend the protections of this agreement for as long as necessary to protect the protected health information and to limit any further use or disclosure. If MBA Medical Billing elects to destroy the protected health information, it shall certify to our client that the protected health information has been destroyed.

#### **Mitigation Procedures**

MBA Medical Billing agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of protected health information in a manner contrary to this agreement or the HHS Privacy Rule.

#### **Sanctioned Procedures**

MBA Medical Billing agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this agreement or the HHS Privacy Rule.



**Property Rights**

The protected health information shall be and remain the property of our client. MBA Medical Billing agrees that it acquires no title or rights to the protected health information, including any de-identified protected health information, as a result of this agreement.

**Termination Of Agreement**

MBA Medical Billing agrees that our client has the right to immediately terminate this agreement and seek relief if our client determines that MBA Medical Billing has violated a material term of this agreement.

**Grounds For Breach**

Any non-compliance by MBA Medical Billing Services, Inc of this agreement or the HHS Privacy Rule will automatically be considered grounds for breach, if MBA Medical Billing knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to notify our client and cure the non-compliance.

**Governing Law**

This agreement shall be governed by the state of Washington.

**Injunctive Relief**

Notwithstanding any rights or remedies provided for in this agreement, our client retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of protected health information by MBA Medical Billing or any agent, contractor or third party that received protected health information from MBA Medical Billing.

**Binding Nature And Assignment**

This agreement shall be binding on the Parties hereto and there successors and assignees, but neither Party may assign this agreement without the prior written consent of the other, whose consent shall not be unreasonably withheld.



### **Notices**

Whenever under this agreement on Party is required to give notice to the other, such notice shall be deemed given if mailed by First Class United States mail, postage prepaid, and addressed as follows:

MBA Medical Billing Services, Inc  
PO Box 821350  
Vancouver, WA 98682

Either Party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

### **Force Majeure**

MBA Medical Billing Services, Inc shall be excused from performance under this agreement for any period MBA Medical Billing Services, Inc is prevented from performing any services pursuant hereto, in whole or in part, as a result of an Act of God, war, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, and such nonperformance shall not be grounds for termination.

### **Entire Agreement**

This agreement consists of this document, and constitutes the entire agreement between the Parties. There are no understandings or agreements related to this agreement which are not fully expressed in this agreement and no change, waiver or discharge or obligations arising under this agreement shall be valid unless in writing or executed by the Party against whom such change, waiver or discharge is sought to be enforced.



IN WITNESS WHEREOF, MBA Medical Billing Services, Inc and our client have caused this agreement to be signed and delivered by there duly authorized representatives, as of the date indicated on the top of this form.

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Compliance Manager  
MBA Medical Billing Services, Inc

