

Professional Practice – Business Associate Agreement

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This **Business Associate Agreement** describes how the Covered Entity (Provider) and Business Associate (Professional Practice, LLC) will work together to ensure compliance to applicable state and federal laws, protect PHI, and maintain clarity of roles, responsibilities, liability, and accountability.

The **Service Agreement** between the parties identified on the **Scope of Service** (“Covered Entity”/Provider and “Business Associate”/Professional Practice, LLC) is governed by the **Scope of Service** (“SOS”), **Terms of Service** (“TOS”) and this **Business Associate Agreement** (“BAA”). Said parts are hereby incorporated into this Agreement by reference. This Agreement replaces and supersedes any prior agreement(s) between the parties. Any discrepancy between this Agreement and applicable state and federal law shall be resolved in favor of applicable state and federal law.

1. Definitions

1.1. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2. Specific definitions:

1.2.1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Professional Practice.

1.2.2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Provider (named above).

1.2.3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Obligations and Activities of Business Associate Under this Agreement

Business Associate agrees to:

2.1. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.

2.2. Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.



- 2.3. Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- 2.4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- 2.5. Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524.
- 2.6. If a patient or other individual requests billing and accounting records created or maintained during this Agreement, Professional Practice will provide records as needed/requested pursuant to 45 CFR 164.524. If a patient or other individual requests protected health information other than billing/accounting records, the request will be forwarded as soon as possible to the Covered Entity to fulfill.
- 2.7. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526.
- 2.8. Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528.
- 2.9. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.10. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

- 3.1. Business associate may only use or disclose protected health information as necessary to perform the services set forth in the **Service Agreement**.
- 3.2. Business associate may use or disclose protected health information as required by law.
- 3.3. Business associate agrees to make uses and disclosures and requests for protected health information consistent with HHS' minimum necessary policies and procedures.
- 3.4. Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.



- 3.5. 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.
- 3.6. Business associate may provide data aggregation services relating to the health care operations of the covered entity and/or in the course of operations and management.

4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1. Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under [45 CFR 164.520](#), to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2. Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3. Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under [45 CFR 164.522](#), to the extent that such restriction may affect business associate's use or disclosure of protected health information.

5. Permissible Requests by Covered Entity

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

6. Term and Termination

6.1. Term.

The Term of this Agreement shall be effective as of the effective date described on the Service Agreement - Scope of Service, and shall terminate on the date that the Service Agreement terminates or on the date covered entity terminates for cause as authorized in section 6.2 of this Section, whichever is sooner.

6.2. Termination for Cause.

Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Business Associate Agreement, provided that the covered entity has notified the business associate in writing, has provided clear instructions on how business associate can cure violation, and business associate



has not cured the breach or ended the violation within 10 business days of receiving notification and instructions from the covered entity.

6.3. Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

- 6.3.1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities.
- 6.3.2. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information.
- 6.3.3. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 3 of this BAA (“Permitted Uses and Disclosures by Business Associate”) which applied prior to termination; and
- 6.3.4. Return to covered entity (or, if agreed to by covered entity, destroy) the remaining protected health information that the business associate still maintains in any form.
- 6.3.5. Business Associate will provide the following reports and access, which will constitute the return of protected health information per Section 6 of this Business Associate Agreement and the HIPAA Privacy Rule (45 CFR 164).
 - 6.3.5.1. **REPORT.** Patient List Report(s) (Captures patient names, contact information, and insurance information)
 - 6.3.5.2. **REPORT.** Charges Report(s) (Shows claims activity for the last 120 days)
 - 6.3.5.3. **REPORT.** Accounts Receivable Aging Report (Shows unpaid charges)
 - 6.3.5.4. **ACCESS.** Covered Entity will have ‘Read-Only’ access to billing software account owned by Business Associate for **5 consecutive business days** starting with the termination date identified in the notice of termination (per Terms of Service > Term and Termination).
- 6.3.6. Destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.



6.4. Survival.

The obligations of business associate under this Section shall survive the termination of this Agreement.

6.5. Miscellaneous.

- 6.5.1. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.5.2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.5.3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

7. Notice

Any notice required or permitted to be given by either party under this Service Agreement shall be sufficient if in writing and hand delivered (including delivery by courier) or sent by postage prepaid certified mail return receipt requested, or by email with return receipt showing delivery and access by recipient according to the contact information listed on the Scope of Service > “Notification under this agreement” section.

8. Questions and Contact

If you have questions about this agreement or another part of the Service Agreement, feel free to contact Professional Practice, LLC.

Professional Practice, LLC

PO Box 503010, White City, OR 97503-0813

billing@professional-practice.org

