



Back in Motion Physical Therapy
2162 Bakers Mill Rd
Dacula, GA 30019

**HIPAA Privacy Compliance Agreement for Business Associates –
Complying with the HITECH Privacy Provisions**

Agreement made on the _____ (*date*), between

_____ (*Patient Name*), referred to herein as *patient*, and

Back in Motion Physical Therapy, a corporation organized and existing under the laws of the state of **Georgia**, with its principal office located at **2162 Bakers Mill Rd, Dacula, Ga 30019**, referred to herein as *Provider*. Patient and Provider shall collectively be known herein as the *Parties*.

Whereas Patient is receiving health care Services described as: ***Physical Therapy*** and

Whereas Provider is in the business of providing services to the health care industry and its activities are described as: ***Physical Therapy*** and

Whereas Patient wishes to continue to receive healthcare services that has been memorialized in a separate services agreement which is still in effect; and

Whereas the nature of the existing contractual relationship between patient and Provider 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**) as amended by Health Information Technology for Economic and Clinical Health Act of 2009 (the **HITECH Act**), including all pertinent regulations issued by the Department of Health and Human Services (**HHS**).

I. Definitions

A. Breach. *Breach* has the same meaning as this term has in §13400 of Health Information Technology for Economic and Clinical Health Act of 2009 (the *HITECH Act*).

B. Provider. *Provider* shall mean **Back in Motion Physical Therapy**.

C. Patient. *Patient* shall mean _____ (*Name of Patient*).

D. Designated Record Set. *Designated Record Set* has the same meaning as this term has in 45 CFR §164.501.

E. Individual. *Individual* has the same meaning as this term has in 45 CFR §164.501.

F. 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, as amended by the *HITECH* Act.

G. Protected Health Information. *Protected Health Information* (or *PHI*) has the same meaning as this term has in 45 CFR §160.103 (as amended by the *HITECH* Act), limited to the information created or received by PT Clinic from or on behalf of patient.

H. Required By Law. *Required By Law* has the same meaning as this term has in 45 CFR §164.501.

I. Security Standards. *Security Standards* means the security standards for protection of PHI promulgated by the Secretary in Title 45 C.F.R.

J. Unsecured Protected Health Information. Unsecured Protected Health Information shall mean Protected Health Information (PHI) that is not secured using a technology or methodology specified by the Secretary in regulations or as otherwise defined in the §13402(h) of the *HITECH* Act.

K. Any prospective amendment to the laws referenced in this definitional section prospectively amend this agreement to incorporate said changes by Congressional act or by regulation of the Secretary of HHS.

II. Obligations and Activities of Business Associate.

A. Provider agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

B. Provider agrees to employ administrative, physical, and technical safeguards meeting required Security Standards for Provider as Required by Law to prevent disclosure or use of PHI other than as allow by this Agreement.

C. Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Provider of a use or disclosure of PHI held by Provider in violation of the requirements of this Agreement.

D. Provider agrees to report to patient any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

E. If a breach of unsecured protected health information occurs at or by Provider, the Provider must notify Patient following the discovery of the breach without unreasonable delay and, in all cases, no later than 60 days from the discovery of the breach. To the extent possible, the Provider should provide the Patient with the identification of everyone affected by the breach as well as any information required to be provided by the Patient in its notification to affected individuals. Provider shall comply with all regulations issued by HHS and applicable state agencies regarding breach notification to Patient.

F. Provider agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Provider on behalf of patient agrees to the same restrictions and conditions that apply through this Agreement to Provider with respect to PHI.

G. Provider agrees, at the request of patient, to provide Patient (or a designate of patient) access to Protected Health Information in a Designated Record Set in prompt commercially reasonable manner to meet the requirements under 45 CFR §164.524.

H. Provider agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Patient directs or agrees to pursuant to 45 CFR §164.526 at the request of Patient or an Individual, in a prompt and commercially reasonable manner.

I. Provider agrees to make internal practices, books, and records, 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 Provider on behalf of, Patient available to the Patient, or to the Secretary (including official representatives of the Secretary), in a prompt commercially reasonable manner for purposes of determining Patient's compliance with the Privacy Rule.

J. Provider agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for patient to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

K. Provider agrees to provide to Patient or an Individual, in a prompt commercially reasonable manner, information collected in accordance with this Agreement, to permit Patient to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

III. Permitted Uses and Disclosures by Provider.

Except as otherwise limited in this Agreement, Provider may use or disclose Protected Health Information, as follows:

A. On behalf of, Patient, provided that such use or disclosure would not violate the Privacy Rule if done by patient.

B. Except as otherwise limited in this Agreement, Provider may disclose Protected Health Information for the proper management and administration of the Provider, provided that disclosures are required by law, or Provider 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 Provider of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. Obligations of Patient

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

A. Patient shall notify Provider 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 Provider's use or disclosure of Protected Health Information.

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

C. Patient shall not request Provider to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by patient. Nothing in this paragraph shall restrict the ability of Provider to use or disclose PHI as set forth in **Paragraph III.A** herein.

V. Remedies in Event of Breach.

Provider hereby recognizes that irreparable harm will result to patient, and to the Provider of Patient, in the event of breach by Provider of any of the covenants and assurances contained in **Paragraphs II** or **III** of this Agreement. As such, in the event of breach of any of the covenants and assurances contained in **Paragraphs II** or **III** above, Patient shall be entitled to enjoin and restrain Provider from any continued violation of **Paragraphs II** or **III**. Furthermore, in the event of breach of **Paragraphs II** or **III** by PT Clinic, Patient shall be entitled to reimbursement and indemnification from Provider for the Patient's reasonable attorney's fees, expenses, and costs that were incurred as a proximate result of the Provider's breach. The remedies contained in this **Paragraph V** shall be in addition to (and not supersede) any action for damages and/or any other remedy Patient may have for breach of any part of this Agreement.

VI. Term and Termination.

A. Term of Agreement.

The Term of this Agreement shall be effective as of the date given at the top of Page 1 herein and shall terminate when all of the Protected Health Information provided by Patient to Provider, or created or received by Provider on behalf of Patient, is destroyed or returned to Patient, 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 Covered Entity's knowledge of a material breach by Provider, Patient shall either:

1. Provide an opportunity for Provider to cure the breach or end the violation and terminate this Agreement if Provider does not cure the breach or end the violation within the time specified by patient.
2. Immediately terminate this Agreement if Provider has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure are feasible, Patient shall report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in **Paragraph VI.C.2** of this Section, upon termination of this Agreement, for any reason, Provider shall return or destroy all Protected Health Information received from patient or created or received by Provider on behalf of patient. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Provider. Provider shall retain no copies of the Protected Health Information.

2. If Provider determines that returning or destroying the Protected Health Information is infeasible, Provider shall provide to patient notification of the conditions that make return or destruction infeasible. Upon notification to patient that return, or destruction of Protected Health Information is infeasible, Provider 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 Provider maintains such Protected Health Information.

VII. Miscellaneous Terms.

A. State Law.

If state law applicable to the relationship between Provider and Patient contains additional or more stringent requirements than federal law for Provider regarding any aspect of PHI privacy, then Provider agrees to comply with the higher standard contained in applicable state law.

B. Consideration.

Provider recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by patient in choosing to continue or commence a relationship with Provider.

C. 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 patient to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, as amended.

D. Notice to Covered Entity.

1. Any notice to patient provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of patient as set forth at the beginning of this Agreement.

2. Any notice to Provider provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of Provider as set forth at the beginning of this Agreement.

WITNESS our signatures as of the day and date first above stated.

Back in Motion Physical Therapy
(Name of PT Clinic)

(Name of Patient)

By: _____

By: _____

(Printed Name of Officer)

(Printed name)

(Signature of Officer)