

HIPAA Compliance Agreement

This HIPAA Compliance Agreement ("Agreement") is made and entered into on this ____ day of _____, by and between Name _____ and _____, the sole owner and provider at Kelly Born PT Inc. DBA Quantum Physical Therapeutics (going forward name will be referenced as **QPT**) located at 1573 North Rocky Creek Rd, Wichita, KS 67230, and any Patient receiving services from the Clinic (patient name) _____.

1. Purpose

- This Agreement ensures that QPT complies with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its amendments, including the Privacy, Security, and Breach Notification Rules. These rules are designed to protect the privacy and security of Protected Health Information ("PHI") and ensure that patients' rights are respected and upheld.

2. Definitions

- Protected Health Information (PHI): Any individually identifiable health information in any form (oral, written, electronic) that relates to the Patient's health, healthcare provided, or payment for healthcare.
- Covered Entity: A healthcare provider, such as Kelly Born PT who transmits any health information in electronic form in connection with a HIPAA transaction.
- Business Associate: Any individual or entity performing services on behalf of the Clinic that involve access to PHI (e.g., billing services).

3. Responsibilities of QPT agrees to:

- Limit Uses and Disclosures of PHI: Only use or disclose PHI as necessary to provide treatment, process payments, or for Clinic operations, except where authorized by the Patient or required by law.
- Implement Safeguards: Take reasonable administrative, technical, and physical safeguards to protect PHI from unauthorized access, use, or disclosure. This includes measures like secure electronic storage and password-protected devices.
- Ensure Confidentiality: Require all Clinic staff, including temporary workers or any business associates, to sign confidentiality agreements ensuring their compliance with HIPAA.
- Provide Notice of Privacy Practices: Make available to all Patients a Notice of Privacy Practices that explains their rights and the Clinic's legal obligations regarding PHI.
- Report Breaches: Notify Patients and, when required, the U.S. Department of Health and Human Services of any breaches of unsecured PHI without unreasonable delay, and no later than 60 days after discovery of the breach.

4. Patient Rights

Patients of QPT have the right to:

- Access and Amend PHI: Review and request amendments to their medical records or other PHI, unless restricted by law or the security requirements of the Clinic.

- Request Restrictions: Request restrictions on the use or disclosure of their PHI, although QPT is not required to agree to such restrictions unless required by law.
- Request Confidential Communications: Request that the Clinic communicate with them through alternative means or at alternative locations, as permitted by the Clinic's procedures.
- Receive an Accounting of Disclosures: Request an accounting of certain disclosures of PHI made by the Clinic over the past six years, in accordance with HIPAA guidelines.

5. Limits of Liability

- No Guarantee of Absolute Security: QPT shall take reasonable precautions to secure PHI but cannot guarantee absolute security of electronic or physical records. Patients acknowledge that certain risks may exist outside the Clinic's control.
- Indemnity: Kelly Born PT, as the sole proprietor of QPT, shall not be held liable for unauthorized disclosure of PHI due to unforeseen, non-preventable incidents, such as natural disasters or cyberattacks, provided that the Clinic has adhered to all reasonable safeguards under HIPAA guidelines.

6. Amendments

- QPT reserves the right to update this Agreement and the Clinic's Privacy Practices as necessary to comply with changes in federal, state, or local laws. Any updates will be communicated to Patients and made available in the Clinic's Notice of Privacy Practices.

7. Acknowledgment

- By signing this Agreement, the Patient acknowledges receipt of QPT's Notice of Privacy Practices and agrees to the terms outlined in this HIPAA Compliance Agreement.

8. Effective Date

- This Agreement is effective as of the date of signing by both parties.

Signature

Kelly Born, PT

Owner and Provider, Kelly Born PT Inc. DBA Quantum Physical Therapeutics

Date: _____

Patient Name: _____

Signature: _____

Date: _____

This Agreement covers the essential points to comply with HIPAA for a small, sole-owner physical therapy clinic and protect the owner from liability.

