

Dyer Medical Billing Solutions

393 Palm Coast PKWY SW #202
Palm Coast, FL 32137



Business Associate Agreement between Dyer Medical Billing Solutions and PROVIDER NAME

Date	Services Performed By:	Services Performed For:
	Dyer Medical Billing Solutions 393 Palm Coast PKWY SW #202 Palm Coast, FL 32137	Provider Name Provider Address Address Continued

This Business Associate Agreement, is by and between PROVIDER NAME, and Dyer Medical Billing Solutions is dated for reference purposes Date Signed.

0. **Definitions.** The terms "Designated Record Set", "Individual", "Notice of Privacy Practices", "Protected Health Information", and "Required by Law" shall have the meaning assigned to such terms and phrases in the Health Information Portability and Accountability Act and its regulations ("HIPAA"). "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 of HIPAA. For purposes of this Agreement, Designated Record Sets and Protected Health Information are limited to the information created or received by Business Associate from or on behalf of PROVIDER NAME

0. **Obligations and Activities of Business Associate.** Business Associate agrees:

0. to use or disclose Protected Health Information solely as permitted or required by this Agreement, PROVIDER NAME Notice of Privacy Practices and minimum necessary policies and procedures and HIPAA ("Proper Use");

0. to safeguard against disclosure of Protected Health Information other than Proper Use ("Improper Use");

0. to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of Improper Use;

0. to report any Improper Use in writing to PROVIDER NAME within five (5) days after Business Associate becomes aware of such Improper Use;

0. to ensure that its agents, including subcontractors, agree to be bound to all the restrictions and conditions incumbent on Business Associate with regard to Protected Health Information; 0. to provide access upon request of PROVIDER NAME, to a Designated Record Set as required by HIPAA;

0. to amend a Designated Record Set within five (5) days of a request by PROVIDER NAME as required by HIPAA;

0. to make Business Associate's internal practices, books, and records, including policies and procedures related to the use and disclosure of Protected Health Information available upon reasonable notice to PROVIDER NAME, or to the Secretary during normal business hours for purposes of determining compliance with HIPAA;

0. to document, and to provide upon request by PROVIDER NAME, information regarding disclosures of Protected Health Information required by PROVIDER NAME to compile an accounting as required by HIPAA; and **Dyer Medical Billing Solutions**

0. to allow PROVIDER NAME, upon ten (10) days' notice, to inspect Business Associate's facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Health Information for the purpose of determining whether Business Associate has complied with this Agreement.

0.0 Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information:

0. to perform the following services on behalf of PROVIDER NAME; and **Dyer Medical Billing Solutions**

0. for the proper management and administration of Business Associate, provided that if any disclosures of Protected Health Information are made to third parties, Business Associate obtains reasonable assurances that the recipient will (i) maintain its confidentiality, (ii) further use or disclose it only for proper purposes, and (iii) notify Business Associate if confidentiality is breached.

0.0 Obligations of PROVIDER NAME. To the extent that such limitation, change or restriction may affect Business Associate's use or disclosure of Protected Health Information, PROVIDER NAME shall notify Business Associate of:

0. any limitation(s) in PROVIDER NAME Notice of Privacy Practices;

0. any change or revocation of the permission of an Individual to use or disclose Protected Health Information; and

0. any restriction to the use or disclosure of Protected Health Information agreed to by PROVIDER NAME.

0.0 Effective Date and Termination.

0. Effective Date. The effective date of this Agreement shall be , or the reference date first set forth above, whichever is later.

0. Early Termination of Agreement. Upon a material breach by Business Associate of this Agreement, PROVIDER NAME shall have the right to immediately terminate its contract with Business Associate.

0. Effect of Termination of Agreement. Upon the early termination of the Agreement, all the terms and conditions of this Agreement shall remain in full force and effect, and

(0) except as provided in 5(c)(2) (c), Business Associate shall return or destroy all Protected Health Information, including copies, in the possession of Business Associate and its subcontractors or agents; and

(0) if returning or destroying the Protected Health Information is not feasible, Business Associate shall notify PROVIDER NAME of the conditions that make return or destruction not feasible.

0.00 Amendment. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of Protected Health Information. Upon request of either party, the parties shall promptly enter into negotiations to amend this Agreement in writing to implement the standards and requirements of HIPAA or other applicable laws. Failure of Business Associate to (i) promptly enter into such negotiations upon request, or (ii) enter into a written amendment to this Agreement that PROVIDER NAME in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA, shall constitute a material breach of the Agreement.

By signing below, the parties agree that the Agreement is amended to include the foregoing provisions.

IN WITNESS, WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

PROVIDER NAME

Dyer Medical Billing Solutions

By: _____
Name:

By: _____
Name:

Print
Name

Title:

Jennifer L Dyer
President

Date:

If Copy of Signed Agreement is needed, please put request in writing.