

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") by and between _____
_____ (**THE LAW FIRM**) and **MedAtty LLC (PROVIDER)** is effective as of the date indicated herein.

RECITALS

- A. WHEREAS, THE LAW FIRM wishes to share/disclose certain information ("Information") to the PROVIDER pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), as defined in 45 CFR § 164.501.
- B. WHEREAS, THE LAW FIRM, and PROVIDER intend to protect the privacy and provide for the security of PHI disclosed to PROVIDER pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. WHEREAS the purpose of this Agreement is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations as the same may be amended from time to time.

Obligations of PROVIDER

- a) Permitted Uses. PROVIDER may use PHI received ("THE LAW FIRM'S PHI") pursuant to this Agreement for the sole purpose of performing medical record organization, chronologies, medical record evaluations and other related services as requested.
- b) Nondisclosure. PROVIDER shall not use or disclose THE LAW FIRM'S PHI other than as permitted or required by this Agreement or as required by law.
- c) Safeguards. PROVIDER shall use appropriate safeguards to prevent use or disclosure of THE LAW FIRM'S PHI otherwise than as provided for by this Agreement.
- d) Reporting of Disclosures. PROVIDER shall report to THE LAW FIRM any use or disclosure of THE LAW FIRM'S PHI other than as provided for by this Agreement of which PROVIDER becomes aware.
- e) PROVIDER'S Agents/ Subcontractors. PROVIDER shall ensure that any agents, including subcontractors, to whom it provides THE LAW FIRM'S PHI agree to the same restrictions and conditions that apply to PROVIDER with respect to such PHI.
- f) Availability of information to PROVIDER shall make available to THE LAW FIRM or an individual such information as THE LAW FIRM may require to fulfill THE LAW FIRM'S

obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and the HIPAA Regulations.

- g) Duty to Mitigate. PROVIDER agree to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER of a use or disclosure of PHI by Associate in violation of the requirements of this Agreement.

Notification of Breach. During the term of this Agreement, PROVIDER shall notify THE LAW FIRM within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. PROVIDER shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. THE LAW FIRM may terminate this Agreement without penalty if PROVIDER violate a material term of this Agreement.

Effect of Termination. Upon the termination of the Agreement for any reason or at THE LAW FIRM'S direction, PROVIDER will return to THE LAW FIRM or destroy, all PHI received that PROVIDER maintains in any form, recorded on any medium, or stored in any storage system. A senior officer of PROVIDER shall certify in writing to THE LAW FIRM within five days after the termination or other expiration of this Agreement, that all PHI has been returned or disposed of as provided above and that PROVIDER no longer retains any such PHI in any form. PROVIDER shall remain bound by the provisions of this Agreement, even after termination of the Agreement, until such time as all PHI has been returned or otherwise destroyed as provided in this section.

Indemnification. PROVIDER shall indemnify and hold THE LAW FIRM harmless from and against all claims, abilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement by PROVIDER.

The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

(THE LAW FIRM)

MedAtty LLC (Provider)

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____