



Professional Medical, Inc.
 A Tradition of Quality, Value, & Trusted Service Since 1968

1917 Garnet Ct. ■ New Lenox, Illinois 60451 ■ 800.648.5190 ■ fax 800.726.7416 ■ www.promedsupply.com

HIPAA AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 20____ (the "Commencement Date") between

Account Name: _____

Address: _____

City: _____ State: _____ Zip: _____

And

Professional Medical, Inc.
 1917 Garnet Ct.
 New Lenox, IL 60451

RECITALS

WHEREAS, Facility is a licensed and certified nursing facility or Corporate/Management firm in the States (s) of _____.

WHEREAS, Business Associate provides services to or on behalf of Facility that may require Facility to disclose the individually identifiable health information of some or all of its residence to Business Associate or may require Business Associate to create protected health information on behalf of the Facility (hereinafter collectively referred to as "PHI")

WHEREAS, it is the Facility's policy to protect the confidentiality of PHI, and to disclose such PHI only under circumstances and in a manner permissible by law, and to require the same of any and all business associates with whom it contracts;

WHEREAS, Facility and Business Associate intend to protect the privacy and confidentiality, and provide the security of PHI disclosed to Business Associate pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act ("HIPAA") and regulations promulgated hereunder; and

WHEREAS, this Agreement addresses the conditions under which Facility will disclose and Business Associate will obtain and use PHI;





NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 – DEFINITIONS

- 1.1 Business Associate. Business Associate shall mean Professional Medical Inc.
- 1.2 Facility. Facility shall mean _____
- 1.3 Individual. Individual shall have the same meaning as the term Individual in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- 1.4 Protected Health Information. Protected Health Information shall have the same meaning as that term is used in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Facility.
- 1.5 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.
- 1.6 Disclose. Disclose means the release, transfer or provision of access to PHI, whether oral or recorded in any form or medium whatsoever.
- 1.7 Health Information. Any information, whether oral or recorded in any form or medium, that relates to the past, present, or future physical or mental health or condition of an Individual, the Provision of health care to an Individual, or the past, present, or future payment for the Provision of health care to an Individual.
- 1.8 Identifying Characteristic. Includes but is not limited to all of the following, as well as any other unique Information: name; address; names of relatives, name of employers, all Elements of dates, including birth date, admission date, discharge date, etc. Telephone Numbers, fax numbers, electronic mail address; social security number; Medicaid record Numbers; health plan beneficiary number; account number; certificate/license number; Biometric identifiers, including finger and voice prints; and photographic images.
- 1.9 Individual Identifiable. Information that contains any identifying characteristic whatsoever.
- 1.10 Use. The sharing, employment, application, examination, or analysis of PHI, in any form or medium, whatsoever, within the Business Associate organization.



ARTICLE II – RESPONSIBILITIES OF BUSINESS ASSOCIATE

- 2.1 Confidentiality. Business Associate agrees to maintain the confidentiality of any PHI provided to it by the Facility in accordance with all applicable federal, state, and local laws and regulations, and more specifically, in accordance with the following:
- 2.1.1 Business Associate represents and warrants that PHI will be used and disclosed solely as necessary to perform the agreed upon services to or on behalf of Facility, and Facility relies upon such representation and warranty in providing the PHI to Business Associate.
 - 2.1.2 Business Associate represents and warrants that it will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by Facility.
 - 2.1.3 Business Associate represents and warrants that if it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or an element of PHI, it will do so only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the services being rendered to or on behalf of the Facility.
 - 2.1.4 Business Associate agrees that no finding, listing, or information derived from the PHI, with or without identifiers, may be released if such finding, listing or information contains any combination of PHI elements that might allow the deduction of an Individual's identification without first obtaining written authorization from the Facility. Business Associate agrees that Facility shall be the sole judge as to whether any finding, listing information or any combination of PHI identifiers would, with reasonable effort, permit someone to identify an Individual or to deduce the identity of an Individual to a reasonable degree of certainty.
 - 2.1.5 Business Associate agrees to establish appropriate administrative, technical, and physical, safeguards to protect the confidentiality of PHI that it receives from Facility, and to prevent Individuals from using or accessing the PHI who are not involved in performing the services that Business Associate provides to Facility.
 - 2.1.6 Business Associate agrees that it will immediately report to the Facility any use or disclosure of PHI received from the Facility that is not authorized by or otherwise constitutes a violation of this Agreement.
 - 2.1.7 Business Associate agrees that if Facility determines or has a reasonable belief that Business Associate may have used, made disclosures of or permitted access to PHI in a way that is not authorized by this Agreement, then Facility may, in its sole discretion, require Business Associate to: (a) promptly investigate and provide written report to Facility of the Business Associate's determination regarding any alleged or actual unauthorized disclosure, access, or use of PHI; (b) cease such practices immediately; and (c) return to Facility, or destroy, all PHI; and (d) take any other action Facility deems appropriate.





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- 2.1.8 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the Agreement.
 - 2.1.9 If it becomes necessary for Business Associate to share PHI that has been disclosed to it by Facility with any person or entity who is not an employee of Business Associate, then Business Associate agrees to cause such person or entity to enter into written agreement in which the person or entity agrees to abide by all of the terms to which Business Associate is subject under this Agreement with respect to the PHI.
 - 2.1.10 Business Associate understands that Facility is subject to state and federal laws governing the confidentiality of PHI. Business Associate agrees to abide by all such laws, whether or not fully articulated herein, and to keep the PHI in the same manner and subject to the same standards as is required of the Facility.
 - 2.1.11 Business Associate may use PHI as necessary for the proper management and administration of Business Associate and to carry out its legal responsibilities, if (a) the disclosure is required by law; or (b) Business Associate obtains reasonable assurances from the person to whom PHI is disclosed that it will be held confidentially 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 Business Associate of any instances of which it is aware in which the confidentiality of PHI has been breached.
- 2.2 Relationships to Individuals Who are Subjects of PHI.
- 2.2.1 Business Associate agrees that Facility and the applicable Individual retain all ownership rights to the PHI.
 - 2.2.2 Business Associate agrees to comply with all lawful requests of Individuals who are subjects of PHI to permit access to inspect and obtain a copy of their PHI about the Individual that is subject to this Agreement, as required by law, within thirty (30) days of such request. Business Associate further agrees to charge only reasonable, cost-based copying fees to Individuals who request a copy of their PHI.
 - 2.2.3 Business Associate agrees that, within fifteen (15) days of request being made, it will provide the facility with any PHI requested.
 - 2.2.4 Business Associate agrees to make PHI available for amendment and to immediately incorporate any amendments or corrections to an Individual's health information upon request by the Facility in accordance with applicable law.
 - 2.2.5 Business Associate agrees to make information available to Facility in order for Facility to provide an accounting of disclosures to Individuals in accordance with applicable law.





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- 2.3 Requests for PHI. Business Associate agrees that it will use all reasonable efforts to limit its request for PHI to the minimum amount of PHI necessary to achieve the purpose for which the request is being made.
- 2.4 Creation of PHI. Business Associate agrees that if for any reason it creates information in any form that contains an identifying characteristic of one or more of the Facilities residents, then such information will be treated as if it were disclosed from Facility to Business Associate, and thus, that such information will be subject to all the protections afforded by this Agreement.

ARTICLE III – RESONSIBILITIES OF FACILITY

- 3.1 Disclosure of Individually Identifiable Health Information. Facility agrees to disclose health Information that may identify an Individual to Business Associate upon its own volition, upon Business Associates request, or upon the request of a third party if such disclosure is permissible by law, so that Business Associate may provide the agreed upon services to or on behalf of Facility, unless Facility otherwise objects to the disclosure, or Business Associate is no longer providing services to the Facility.
- 3.2 Privacy Practices and Restrictions. Facility shall notify Business Associate of any changes in, revocation of, or permission by an Individual to use or disclose PHI to the extent such changes may affect Business Associates use or disclosure of PHI. Facility shall also notify Business Associate of any restrictions to use or disclose PHI to which Facility has agreed, to the extent that such restrictions may affect Business Associates use or disclosure of PHI.



ARTICLE IV – TERM AND TERMINATION

- 4.1 Term. This Agreement shall commence as the Commencement Date, and shall continue for so long as Business Associate provides the agreed upon services to or on behalf of the Facility and when all PHI provided by Facility to Business Associate or which was created by Business Associate on behalf of Facility is returned to Facility, destroyed or retained pursuant to section 2.4 above.
- 4.2 Termination.
 - 4.2.1 This Agreement shall be considered terminated if Business Associate no longer provides any Services for Facility.
 - 4.2.2 This Agreement may be terminated immediately by Facility in the event of a breach or violation of this Agreement. However, Facility may provide Business Associate an opportunity to cure the breach or end the violation, if possible. If steps to cure the breach or end the violation are unsuccessful, Facility will terminate the Agreement immediately. If termination of the Agreement is not feasible, Facility is required to report the breach or violation to the Secretary of HHS and/or any other appropriate agencies.
- 4.3 Effect of Termination. The termination of this Agreement shall have no effect on Business Associates obligation to treat the contents of PHI as confidential.

ARTICLES V – MISCELLANEOUS

- 5.1 Indemnification. Business Associate will indemnify and hold Facility (including Facilities Board of Directors, individually and collectively, and if officers, owners, employees, agents, and other representatives, individually and collectively) harmless from and against any and all claims, demands, costs, expenses, liabilities, and losses, including reasonable attorneys’ fees and punitive damages which may arise against Facility as a result of any violation of this Agreement.
- 5.2 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed properly given when personally delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to Facility:
 Account Name: _____
 Attention: _____
 Address: _____
 City: _____ State: _____ ZIP: _____

If to Business Associate:
 Professional Medical, Inc.
 Attention: Brett Bennett
 1917 Garnet Ct.
 New Lenox, Il 60451





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Any party may change its address by giving written notice to the other in accordance with the provisions of this subparagraph.

- 5.3 Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto, provided, however, that this Agreement may be assigned by Facility to any successor entity operating Facility, and such assignment shall forever release Facility hereunder.
- 5.4 Waiver of Breach. The waiver by either party of a breach or violation of any provisions of this agreement shall not operate as, or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
- 5.5 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its term.
- 5.6 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine and neuter, and the number of words shall include singular and plural.
- 5.7 Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter herein, and all prior and contemporaneous understandings, agreements and representations, whether oral or written, with respect to such matters, are superseded.
- 5.8 Amendments. This Agreement may only be amended by the written consent of both parties. However, the parties agree that it will be necessary from time to time to amend this Agreement as is necessary for Facility to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
- 5.9 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, Executors, administrators, successors and permitted assigns.
- 5.10 Non-exclusivity. Nothing in this shall be construed as limiting the right of either party to affiliate or Contract with any other person or entity on either a limited or general basis while this Agreement is in effect.
- 5.11 Incorporation of Recitals. The aforesaid Recitals are hereby incorporated into this Agreement as if fully set forth herein.
- 5.12 Survival. The respective rights and obligations of Business Associate under Section 4.3 of this Agreement shall survive the termination of this Agreement.
- 5.13 Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.





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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Account Name: _____

Professional Medical, Inc.

Signature: _____

Signature: _____

Print Name: _____

Print Name: Brett Bennett

Title: _____

Title: Director of Medicare Part B Billing

Date: _____

Date: _____

