

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered this _____ day of _____, 200__ by and between Renaissance Systems and Services, LLC (hereafter "RSS"), a Michigan corporation located at 1502 W. _____ Edgewood Ave., Suite A, Indianapolis, IN 46217, and _____ (hereafter "Office"), located at _____.

WHEREAS, RSS has developed services to facilitate the collection and transmission of claims data and document transmission services utilized by the healthcare industry ("Services"); and

WHEREAS, RSS desires to make its services available to Office; and

WHEREAS, RSS and Office, desire to set forth the terms and conditions pursuant to which Office will utilize Services.

WHEREAS, Office will make available and/or transfer to RSS confidential, personally identifiable health information in conjunction with Services to be performed by RSS on behalf of Office; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502 (e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8] and the terms of this Agreement;

NOW THEREFORE, the parties agree as follows:

1. Protected Health Information ("PHI") means individually identifiable information relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined in 45 CFR § 164.501, and any amendments thereto, received from or on behalf of the Office.
2. RSS and Office agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
3. RSS will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.
4. RSS agrees that it shall not receive, create, use or disclose PHI except as follows:
 - A. As necessary for RSS's performance services;
 - B. If necessary for the proper management and administration of RSS or to carry out legal responsibilities of RSS. PHI may only be disclosed to another person/entity for such purposes if:
 - i. Disclosure is required by law; or
 - ii. Where RSS obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
 - iii. Person agrees to notify RSS of any breaches of confidentiality
5. RSS agrees that it shall immediately report to Office any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach. RSS hereby indemnifies Office and agrees to hold Office harmless from and against any and all losses, expense, damage or injury that Office may sustain as a result of, or arising out of, RSS's, or its agent's or subcontractor's, unauthorized use or disclosure of PHI.
6. RSS shall carry comprehensive general liability insurance.
7. RSS shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents.
8. RSS shall make all PHI and related information in its possession available as follows:
 - A. To the individual or his/her personal representative or to the Office, to the extent necessary to permit Office to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524;

B. To the individual or his/her personal representative or to the Office, to the extent necessary to permit Office to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528.

9. RSS shall make PHI available to Office to fulfill Office's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by Office, incorporate any amendments or related statements into the information held by RSS and any subcontractors or agents.
10. RSS agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of Office available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.
11. Upon termination of this Agreement, RSS agrees, at the option of Office, to return or destroy all PHI created or received from or on behalf of Office. RSS agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, RSS agrees to provide Office with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, RSS agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.
12. Notwithstanding any rights or remedies under this Agreement or provided by law, Office retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by RSS, any of its subcontractors or agents, or any third party who has received PHI from RSS.
13. This Agreement shall be binding on the parties and their successors, but neither party may assign the Contract without the prior written consent of the other, which consent shall not be unreasonably withheld.
14. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

Office

Name _____
Title _____
Address _____

46217 _____

RSS

Name Erick Paul
Title President
Address 1502 W. Edgewood Ave., Suite A
Indianapolis, IN

IN WITNESS WHEREOF, the parties have executed This Agreement on the date shown above.

Office

By _____
Printed _____
Title _____
Tax-ID _____

RSS

By _____
Printed _____
Title _____
Tax-ID _____