



Data Tec, Inc., PO Box 31576, Des Peres, MO 63131

## HIPAA Related Business Associate Agreement

This Business Associate Agreement effective on \_\_\_\_\_ is entered into and between Data Tec, Inc. (the "Business Associate") and \_\_\_\_\_ (the "Covered Entity").

- A. The purpose of this agreement is to comply with the standards for Privacy of Individually Identifiable Health Information ("protected health information") published on December 28, 2000 by the Secretary of the U.S. Department of Health and Human Services ("HHS") to amend 45 C.F.R. Part 160 and Part 164 (the "Privacy Regulation") under The Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- B. This Agreement sets forth the terms and conditions pursuant to which protected health information that is provided to the Business Associate from the Covered Entity, will be handled.
  - 1. Services. The Business Associate provides services for the Covered Entity that sometimes, might involve the use of protected health information.
  - 2. Responsibilities of Business Associate. With regard to its use and/or disclosure of protected health information, the Business Associate hereby agrees to safeguard all protected health information from misuse of any and all kinds, within reason.
    - (a) Use and/or disclosure of protected health information as only permitted by this agreement or law.
    - (b) Use reasonable efforts to maintain the security of the protected health information and to prevent unauthorized use and/or disclosure of such protected health information.
    - (c) Advise the Covered Entity when any breaches or violations that the Business Associate becomes aware of.
    - (d) Return to the Covered Entity or destroy, as requested, in writing, by the Covered Entity, within thirty (30) days of the termination of this Agreement, all protected health information in Business Associate's obtained from the Covered Entity.
  - 3. Term and Termination.
    - (a) Term. This agreement shall become effective on the Effective Date listed above and shall continue in effect until termination by either party, or until 12 months have elapsed, at which time it will be automatically extended for the next 12 months as long as a client vendor relationship still exists.
    - (b) Termination. Either party may terminate this agreement at any time, by notifying the other party.

**Date Tec, Inc.**                      **By:** \_\_\_\_\_                      **Date:** \_\_\_\_\_

**Doctors Office**                      **By:** \_\_\_\_\_                      **Date:** \_\_\_\_\_