

ADDENDUM C
BUSINESS ASSOCIATE
CONFIDENTIALITY AGREEMENT

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires “Business Associates” of healthcare entities to provide assurances of following the Privacy Rules contained within the Act. This is normally done by contract. (See 45 CFR Section 164.50[e][2]).

In consideration of being given access to highly confidential patient information, as a contracted agent for Provider, Alexander Billing and Consulting, Inc. agrees as follows:

1. Alexander Billing and Consulting, Inc. shall not use or disclose Protected Health Information (PHI) except as provided in their Professional Services Agreement or as required by law.
2. Alexander Billing and Consulting, Inc. shall implement and maintain appropriate safeguards to prevent the use or disclosure of PHI other than as provided in their Professional Services Agreement.
3. Alexander Billing and Consulting, Inc. shall report to Provider any use or disclosure of PHI in violation of this agreement of which Alexander Billing and Consulting, Inc. becomes aware.
4. Alexander Billing and Consulting, Inc. shall ensure that any subcontractors or agents to whom it provides PHI received from the Provider agree to the same restrictions and conditions that apply to Alexander Billing and Consulting, Inc. with respect to such information.
5. Alexander Billing and Consulting, Inc. shall make PHI available to the individual subjects of such information in accordance with applicable law.
6. Alexander Billing and Consulting, Inc. shall incorporate any amendments or corrections to PHI when so notified by Provider.
7. Alexander Billing and Consulting, Inc. shall provide for an accounting of uses and disclosures of PHI for purposes not related to treatment, payment and healthcare operations, as requested by Provider.
8. Alexander Billing and Consulting, Inc. shall make its internal practices, books, and records relating to the use and disclosure of PHI received from the Provider available to the Secretary of the Department of Health and Human Services (HHS) for purposes of determining Provider’s compliance with the HIPAA Privacy Rule and other applicable law.
9. At termination of their Professional Services Agreement and after final payment settlement, if feasible, Alexander Billing and Consulting, Inc. shall return all PHI received from Provider that Alexander Billing and Consulting, Inc. still maintains in any form and retain no copies of such information.
10. In the event the Provider knows of a pattern of activity or practice of Alexander Billing and Consulting, Inc. that constitutes a material breach or violation of this Confidentiality Agreement, reasonable steps must be taken to cure the breach or end the violation. If such steps are unsuccessful, the Provider may terminate their Professional Services Agreement.

Provider (Date)

Alexander Billing & Consulting, Inc. (Date)