

**Business Associate Agreement**

**Business Associate Agreement**

Agency name: Keka Rehab Services

Business Associate Name: \_\_\_\_\_

**As required by HTPAA regulation and to protect the Agency’s clients from a breach of protected identifying information, the Agency’s Business Associate named above agrees:**

- >BA agrees to make available to outside companies/vendors Agency’s’ client Protected Health Information (PHI) only in accordance with applicable laws.
- >BA agrees to immediately notify the Agency of any and all breaches. Associate Company shall provide the Agency the identity of any client whose PHI has been breached.
- >BA agrees to use/disclose minimally required PHI only as permitted or required by the HIPAA Privacy Rules.
- >BA agrees to use the highest level of security to avoid/prevent use/disclosure of PHI other than as specified in the Agreement with the Agency or permitted by law.
- >BA agrees to provide an accounting of disclosures required by law.
- >BA agrees to allow access by the DHHS at any time, to its facilities and access to all Agency information, including PHI related to determining compliance with applicable requirements.
- >BA agrees to advise the Agency of any use/disclosure of PHI not provided for by the Agreement.
- >BA agrees to cooperate with any investigations/compliance reviews by state/federal regulatory bodies, including Department of Health & Human Services (DHHS).
- >BA agrees to ensure that any agents of the Associate’s Company including their subcontractors, who receive or have access to PHI, adhere to the same privacy restrictions that apply.
- >Associate Company agrees to provide the Agency with information that is HIPAA mandated to be provided to clients when the Agency is notified of PHI breaches.
- >BA agrees to provide a report of what Associate Company is doing to investigate the identified breach and to provide safeguards against any further breaches.
- >BA agrees that upon termination of the Agreement, to return/destroy per HIPAA recommendations, all PHI received from Agency and to keep no copies of such information.
- >BA authorizes termination of the Agreement if the either party determines that the Associate Company has violated any provision of the Agreement.

**Signature Agreement:**

<b>Business Associate Signature/Title</b>	<b>Date</b>
---	-------------

<b>Agency Signature/Title</b>	<b>Date</b>
-------------------------------	-------------