



BUSINESS ASSOCIATE AGREEMENT

This Agreement (the "Agreement") is made between _____, D.D.S., (the "Practice") and _____ (the "Business Associate").

As a prospective purchaser, the Business Associate may come into contact with patient health information of a confidential nature (the "Information"). The Business Associate will, and will use its best efforts to require its employees, contractors, and agents to, maintain the confidentiality and security of the Information, and will:

- a. use or disclose the Information only in connection with evaluating the Practice for a possible transfer or as may be permitted under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA"). The Business Associate will not use or further disclose the Information in a manner that would violate HIPAA if done by the Practice.
- b. use appropriate safeguards to prevent the use or disclosure of the Information other than as set forth herein.
- c. report to the Practice any use or disclosure of the Information in violation of this Agreement of which it becomes aware.
- d. require any subcontractor to whom the Information is disclosed to agree to protect the Information in the same manner as the Business Associate is required to protect the Information hereunder.
- e. make the Information available to the individual who is the subject of the Information, and make the Information available for amendment and incorporate any appropriate amendments, as required of the Practice by HIPAA.
- f. provide an accounting of Disclosures of Information as required of the Practice by HIPAA.
- g. make its internal practices, books, and records relating to the use and disclosure of the Information available to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining compliance with HIPAA.
- h. At the termination of the Agreement, return to the Practice any of the Information or otherwise take steps to protect the Information from disclosure other than as required by law or set forth herein, provided that the Business Associate may retain such Information as may be necessary to maintain its books and records, to provide for its proper management and administration, to defend itself in any legal action or otherwise prove its compliance with the Agreement and any other legal requirement of the Business Associate, or as otherwise may be required by law. Notwithstanding the other terms and provisions of the Agreement, the Practice shall be entitled to terminate the Agreement upon thirty (30) days' notice of violation of a material term of the Agreement, unless such breach is cured within such thirty (30) day period.

All terms used herein that are not otherwise defined herein shall have the meanings assigned to them, if any, by HIPAA.

Date: _____ Sherri L. Henderson & Associates

Business Associate:

By: _____

Practice:

By: _____