



HIPAA BUSINESS ASSOCIATE CONTRACT

1. Business Associate Contract. This Business Associate Contract is entered into as of the first date appearing below by and between the Covered Entity and the Business Associate named below to implement the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations promulgated thereunder, in particular the privacy regulation and security regulations, 45 CFR Parts 160 and 164, as they may be modified or amended from time to time. This contract is to be interpreted consistently with the Covered Entity's obligations under HIPAA. Terms not defined here have the meanings assigned to them in the HIPAA Privacy Regulation.
2. Underlying Agreements. The Covered Entity and The Business Associate have entered into (and may in the future enter into) agreements or arrangements (collectively, "Underlying Agreements") under which The Business Associate may receive individually identifiable health information (also called "Protected Health Information" or "PHI") from The Covered Entity, or generates PHI on behalf of The Covered Entity. PHI includes any information, in any form whatsoever, that The Business Associate receives from or on behalf of, or generates for, any of the Covered Entity, that identifies an individual, or could be used with other available information to identify an individual, and that concerns the individual's health condition or health care, including payment for health care.
3. Applicability. This Business Associate Contract applies to all Underlying Agreements, present and future, written or oral, formal or informal. This Business Associate Contract supplements and amends all such Underlying Agreements, and shall be deemed to be incorporated into all subsequent Underlying Agreements between The Covered Entity and The Business Associate involving the use or disclosure of PHI, whether or not specifically referenced therein. In the event of any conflict or inconsistency between the provisions of this Business Associate Contract and the provisions of any Underlying Agreement, the provisions of this Business Associate Contract shall control unless the Covered Entity specifically agrees to the contrary in writing.
4. Required Provisions. For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:
 - (a) Permitted Uses and Disclosures of PHI. The Business Associate may use and disclose PHI only for purposes authorized by, or necessary to perform, the Underlying Agreements. Nothing in this Business Associate Contract or the Underlying Agreements shall be construed to require or permit any use or disclosure that the Covered Entity is not permitted to make under the Privacy Regulation. The Business Associate may use PHI for the proper management and administration of The Business Associate's business.
 - (b) The Business Associate's Obligations. The Business Associate shall:
 - (i) Not use or further disclose PHI except as permitted or required by the Underlying Agreements or required by law.

- (ii) Use appropriate safeguards to prevent use or disclosure of PHI otherwise than as permitted by the Underlying Agreements, including administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Covered Entity's electronic PHI.
- (iii) Report to the Covered Entity any use or disclosure of PHI not provided for by the Underlying Agreements of which The Business Associate becomes aware, and any security incident concerning electronic PHI.
- (iv) Ensure that its agents, including any subcontractor, to whom it provides PHI agree in writing to the restrictions and conditions that apply to The Business Associate with respect to such information, and implement the safeguards and reports required by subparagraphs (i) and (ii) above with respect to electronic PHI.
- (v) Make PHI available to The Covered Entity for inspection and copying within fifteen (15) business days of request by the Covered Entity.
- (vi) Make PHI available for amendment and incorporate any amendments to PHI requested by The Covered Entity.
- (vii) Promptly report to the Covered Entity under CFR 164.528 the following information concerning all disclosures of PHI by The Business Associate or any subcontractors or agents to whom it discloses PHI, other than disclosures to carry out treatment, payment and health care operations on behalf of The Covered Entity, or that are incident to such disclosures: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a description of the PHI disclosed; (iv) a statement of the purpose of the disclosure, or a copy of the written request for the disclosure, if any; and (v) such other information as the Covered Entity may request in order to fulfill their legal obligations to account for disclosures to the individual. All such reports shall be made in writing to the Covered Entity at the address noted in the Signature block. The Business Associate shall maintain a record of all such disclosures for six (6) years.

Examples of disclosures that are other than to carry out treatment, payment and health care operations include but are not limited to disclosures: (i) for law enforcement purposes such as reporting wounds and physical injuries; (ii) for public health activities; (iii) about victims of abuse, neglect or domestic violence; (iv) for health oversight activities; (v) for judicial and administrative proceedings; (vi) about decedents; (vii) for cadaveric organ, eye or tissue donation purposes; (viii) to avert a serious threat to health or safety; (ix) for non excepted specialized government functions except for national security or intelligence purposes, or to correctional institutions or law enforcement officials

- (viii) Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services, for purposes of determining the Covered Entity's compliance with its legal obligations.

(ix) Upon termination of this Business Associate Contract or an Underlying Agreement, return or destroy all PHI that it maintains in any form pursuant to the terminated arrangement, and retain no copies of such information or, if the parties agree that return or destruction is not feasible, extend the protections of this Contract to such information, and limit further use and disclosure of the information to those purposes that make the return or destruction of the information infeasible.

(x) Comply with all confidentiality, privacy and security laws and shall not act or fail to act in a manner that would cause The Covered Entity to not be in compliance with such laws.

(xi) Mitigate, to the extent feasible, any harmful effects from a breach of this Business Associate Contract.

5. Right of Termination. Anything in a separate written agreement to the contrary notwithstanding, The Covered Entity may immediately terminate any Underlying Agreement if it determines that Contractor has violated a material term of this Business Associate Contract and the parties agree that cure is not feasible.

“The Covered Entity”

“The Business Associate”

(Name of Covered Entity goes here)

Redwood MedNet, Inc., a California nonprofit public benefit corporation

Signature: _____

Signature: _____

Name: _____

Name: Carl Henning, M.D.

Date: _____

Date: _____

Address _____

Address 216 W. Perkins St, #206

Ukiah, CA 95482