



**BLUE STAR FAMILY MEDICAL**

2600 AVE K, SUITE 160

PLANO, TX 75074

PHONE 972-476-9036 FAX 972-476-9926

**Dr Ravi B Patel, MD**

License: M3058 NPI: 109373764169 TPI: 1935033

**PCP Angela H Grimaldo MS APRN FNP**

License: AP114851 NPI: 1285823344 DEA MG2318625

**In Reference to HIPAA and Protection of Private Health Information**

The Health Insurance Portability and Accountability Act of 1996 ("the HIPAA Act"), as amended by the Health Information Technology for Economic and Clinical Health Act under the American Recovery and Reinvestment Act of 2009 (the HITECH Act) and associated regulations (collectively referred to as "HIPAA" for ease of reference in this memo) require health care providers to maintain the confidentiality of patients' protected health information ("PHI"). PHI includes, among other things, medical records and billing records relating to medical care. As a "covered BSF (Blue Star Family)" under HIPAA, you are not permitted to share PHI with a "business associate" unless the business associate has provided you with a Business Associate Agreement that provides for the protection of PHI.

The Blue Star Family is committed to maintaining the confidentiality of PHI that you may provide as a part of our joint patient care. Enclosed you will find a Business Associate Agreement that explains how we will safeguard any PHI generated in our collaborative patient care.

You need not sign and return this agreement to us. Please maintain it in your files to document our mutual obligations with respect to PHI.

**Business Associate Agreement**

**Blue Star Rehabilitation LLC. DBA Blue Star Family Medicine**

This contract is between Blue Star Rehabilitation LLC DBA Blue Star Family Medicine, PLLC herein after known as BSF (Blue Star Family) and

\_\_\_\_\_, herein after known as  
Business Associate.

**Obligations and Activities of Business Associate**

- a. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to BSF (Blue Star Family) any use or disclosure of the PHI, of which it becomes aware, and otherwise not provided for by this Agreement.

- e. Business Associate shall require its agents and subcontractors that receive PHI from Business Associate or BSF (Blue Star Family) to agree to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to make available and provide right of access to PHI held by the Business Associate that does not merely duplicate the information maintained by BSF (Blue Star Family), to BSF (Blue Star Family) at its request, or as directed by BSF (Blue Star Family), to an Individual. Business Associate shall provide access within reasonable time and manner as specified by BSF (Blue Star Family).
- g. Business Associate agrees to incorporate all amendments or corrections to PHI when notified by BSF (Blue Star Family) in writing that such information is inaccurate or incomplete. 45 CFR § 164.526
- h. Business Associate agrees to make available to the Secretary of HHS (or its designee) all internal practices, books, and records relating to the use and/or disclosure of PHI received from BSF (Blue Star Family), for purposes of determining the BSF (Blue Star Family) compliance with the Privacy Rules, subject to attorney-client and other applicable legal privileges.
- i. Business Associate agrees to provide an accounting of such disclosures of PHI to BSF (Blue Star Family) or as directed by BSF (Blue Star Family), to an Individual in accordance with 45 CFR § 164.528, as amended from time to time. Business associate shall provide such accounting within a reasonable time and manner as specified by BSF (Blue Star Family).

#### Permitted Uses and Disclosures by Business Associate

- a. Business Associate, its agents, and employees, may use or disclose PHI as necessary to perform its duties under the Business Arrangement and only as allowed by the terms of the Business Arrangement, this Agreement, or as required or allowed by law.
- b. Normal use of information includes: A: Data Entry B: Billing for services C: Collection of services D: Management of patient Accounts E: Credentialing, Compliance chart audits provided that such use or disclosure would not violate the Privacy Rule if done by Covered BSF (Blue Star Family) or the minimum necessary policies and procedures of the Covered BSF (Blue Star Family) .
- c. Business Associate may also use and/or disclose PHI as necessary for the proper management and administration of Business Associate, and to carry out the legal responsibilities of Business Associate.
- d. Business Associate agrees that it will not use or disclose PHI in a manner that violates or would violate the Privacy Rules, or the minimum necessary policies and procedures of BSF (Blue Star Family) that are communicated to Business Associate.
- e. Business Associate may use PHI to report violations of the law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

#### Obligations of BSF (Blue Star Family)

- a. BSF (Blue Star Family) shall notify Business Associate of any limitation(s) in BSF (Blue Star Family) notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. BSF (Blue Star Family) shall notify Business Associate, in writing and in a timely manner, of any restrictions or other arrangement to which BSF (Blue Star Family) has agreed with an individual in accordance with 45 CFR § 164.522, to the extent that such changes may effect Business Associate's use or disclosure of PHI hereunder; provided however, that the BSF (Blue Star Family) will not agree to, and Business Associate will not be required to comply with, any restriction that is inconsistent with the purpose or terms of the Business Arrangement.

#### Permissible Request of the BSF (Blue Star Family)

BSF (Blue Star Family) shall not request Business Associate to use and/or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by BSF (Blue Star Family); provided however, that the Business Associate will use or disclose PHI for management and administrative activities of the Business Associate as outlined in Article 2.1.

#### Term and Termination

The effective date below shall remain in effect for the entire term of the Business Arrangement, or until terminated as set forth herein. This Agreement will automatically terminate without further action of the parties upon the termination or expiration of the Business Arrangement, subject to the following:

The BSF (Blue Star Family) acknowledges and agrees that, due to the nature of the Business Arrangement, the Business Associate must have the ability to receive PHI from the BSF (Blue Star Family) for as long as the Business Arrangement is in place, and that the Business Associate must have the ability to receive PHI from the BSF (Blue Star Family) for the duration of any defense obligations arising under the Business Arrangement. Thus, the BSF (Blue Star Family) acknowledges and agrees that termination of this Agreement is not feasible if the Business Arrangement is in place, or as long as Business Associate has any defense obligations arising under the Business Arrangement. Accordingly, any other provision in this Agreement notwithstanding, the parties agree that (a) any notice of termination of this Agreement will also serve as notice of termination of the Business Arrangement, (b) the termination of this Agreement will under no circumstances be effective until the termination of the Business Arrangement is effective, and (c) this Agreement may not be terminated and will remain in effect as long as Business Associate has any defense obligations arising under the Business Arrangement

#### Termination for Cause

Subject to Section 4.1, upon BSF (Blue Star Family) 's knowledge of a material breach by Business Associate, BSF (Blue Star Family) shall either:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Business Arrangement if Business Associate does not cure the breach or end the violation within a reasonable time specified by the BSF (Blue Star Family) ;
- b. Immediately terminate this Agreement and the Business Arrangement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
- c. If neither termination nor cure is feasible, BSF (Blue Star Family) shall report the violation to the Secretary of HHS.

d. HHS

No Feasible or Practical Return/Destruction of PHI

Business Associate has determined that returning or destroying PHI is infeasible for ongoing defense obligations (if applicable), state regulatory requirements imposed upon professional liability insurers, such as reporting, review, and audit requirements, and carrying out any necessary business responsibility of the Business Associate. This serves as Business Associate's notification to BSF (Blue Star Family) of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Return/Destruction of PHI

Except as provided in section 4.4, upon termination of the Business Arrangement (and any ongoing defense obligations, if applicable), for any reason, Business Associate will, if feasible, return or destroy PHI received from, or created or received by it on behalf of the BSF (Blue Star Family) that Business Associate maintains in any form, including any backup tapes. Business Associate shall retain no copies of such information. Business Associate further agrees to use its best efforts to recover PHI in the possession of subcontractors or agents.

No Feasible or Practical Return of PHI

Business Associate has determined that returning or destroying PHI is infeasible for ongoing defense obligations (if applicable), state regulatory requirements imposed upon professional liability insurers, such as reporting, review, and audit requirements, and carrying out any necessary business responsibility of the Business Associate. This serves as Business Associate's notification to BSF (Blue Star Family) of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

I, the undersigned, have read the above and agree to the terms of this Business Associate Contract.

---

---

Signature Date

---

---

Printed Name License Number

---

---