



Gotham Shuttle Service

Gotham Shuttle HIPPA-Compliant Service Agreement

Obligations and Activities of Gotham Shuttle Service

Gotham Shuttle Service agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to _____ any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Gotham Shuttle Service agree to the same restrictions, conditions, and requirements that apply to Gotham Shuttle Service with respect to such information;

(e) Make available protected health information in a designated record set to “_____” as necessary to satisfy _____’s obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by _____ pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy _____’s obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to “_____” as necessary to satisfy _____’s obligations under 45 CFR 164.528;

(h) To the extent Gotham Shuttle Service is to carry out one or more of _____’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to _____ in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Gotham Shuttle Service

- (a) Gotham Shuttle Service may only use or disclose protected health information
- (b) Gotham Shuttle Service may use or disclose protected health information as required by law.
- (c) Gotham Shuttle Service agrees to make uses and disclosures and requests for protected health information
- (d) Gotham Shuttle Service may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by _____ .
- (e) Gotham Shuttle Service may use protected health information for the proper management and administration of Gotham Shuttle Service or to carry out the legal responsibilities of Gotham Shuttle Service.

Term and Termination

(a) Term.

The Term of this Agreement shall be effective as of _____ , and shall terminate upon request or on the date _____ terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause.

Gotham Shuttle Service authorizes termination of this Agreement by _____, if _____ determines Gotham Shuttle Service has violated a material term of the Agreement [and Gotham Shuttle Service has not cured the breach or ended the violation within the time specified by _____ .

(c) Obligations of Gotham Shuttle Service Upon Termination.

If the agreement authorizes Gotham Shuttle Service to use or disclose protected health information for its own management and administration or to carry out its legal responsibilities and Gotham Shuttle Service needs to retain protected health information for such purposes after termination of the agreement.

Upon termination of this Agreement for any reason, Gotham Shuttle Service, with respect to protected health information received from _____, or created, maintained, or received by Gotham Shuttle Service on behalf of _____, shall:

1. Retain only that protected health information which is necessary for Gotham Shuttle Service to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to _____ or, destroy the remaining protected health information that Gotham Shuttle Service still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Gotham Shuttle Service retains the protected health information.

(d) Survival.

The obligations of Gotham Shuttle Service under this Section shall survive the termination of this Agreement.

(Client Signature)

(date)

Gotham Shuttle Service
Gotham Shuttle Service

(date)