

## **Business Associate Contract**

### Protection of Privacy Clause

The Business Associate understands the importance of the privacy of a patient's "protected health information", and agrees to protect that right to the extent necessary under this Agreement and under current federal and state law. For purposes of this Agreement, "protected health information" is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 145 CFR Part 164.501.

Further, the Business Associate understands that Provider's patients are intended third-party beneficiaries of this Agreement, and have all rights and privileges of any third-party beneficiary under current law.

The Business Associate shall make the following assurances to Provider:

The Business Associate agrees that it shall not use or disclose any patient's "protected health information" ("PHI") for any purpose not expressly stated in this Agreement. Further, the Business Associate shall not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and Accountability Act of 1996 (HIPAA") (and subsequent federal regulations) if performed by Provider. If the Business Associate does use or disclose PHI for a purpose not expressly stated in this Agreement, it shall immediately cease the unauthorized use or disclosure, and shall notify Provider in writing of such use or disclosure.

The Business Associate further agrees that any subcontractors or other persons or entities not directly employed by the Business Associate, and who use or disclose PHI obtained from Provider shall abide by terms of this clause of this Agreement. Any subcontractor or other person or entity not directly employed by the Business Associate who has used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal regulations) shall be considered to have acted as an agent of the Business Associate, and violated the terms of this Agreement. Provider may consider the use or disclosure a material breach of this Agreement, and may seek termination of this Agreement without recourse by the Business Associate.

The Business Associate shall assure Provider it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulations, including: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI. The Business Associate shall make such assurances to Provider in writing.

The Business Associate shall report to Provider any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by the Business Associate. The Business Associate shall notify Provider in writing of any steps or procedural changes made to address the unauthorized use or disclosure.

Should Provider find PHI used or disclosed to the Business Associate to be inaccurate or incomplete, the Business Associate shall incorporate any amendments or corrections to the PHI at Provider's request.

Further, should the Business Associate make any material alterations to the PHI while the PHI is in the possession of the Business Associate, the Business Associate shall notify Provider of such alterations, so that Provider may inform the patient (she is the subject of the PHI) an opportunity to access and amend the PHI.

At the termination of this Agreement, the Business Associate shall return or destroy to the satisfaction of Provider any PHI held or maintained by the Business Associate.

If Provider determines the business Associate has violated any of the above assurances, covenants, or terms, the Business Associate has committed a material breach of this Agreement. Provider may then terminate this Agreement and may report the violations to the Department of Health and Human Services ("HHS") or other federal or state entity for possible prosecution or sanctions.

The Department of Health and Humans Services (or an agent acting on behalf of HHS) is hereby given the express right and privilege to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by the Business Associate. If HHS suspects an unauthorized use of disclosure of PHI by the Business Associate, HHS is authorized to pursue an investigation into the Business Associate's activities for the purposes of determining whether an unauthorized use of disclosure of PHI has taken place.

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Business Associate/Company Name

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Agent Signature

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Date