

SAMPLE CONTRACT: BUSINESS ASSOCIATE

The company has contracted the services of _____
(business associate) for the purpose of _____ (describe function).

To perform this function, the business associate is in need of specific protected health information (PHI):

(List specific PHI: name, address, telephone number, social security number, diagnosis, medications, treatments, reports of diagnostic tests, reports of surgical procedures and outcomes, physician and nurses' notes, notes of ancillary care providers to include Social Service, Dietary, Pharmacy and Imaging Services/Radiology.)

_____ (business associate) agrees to the following:

The PHI being provided is to be used for the purpose of providing _____ (function). This information is not to be used for any other purpose than that which is listed in this contract.

The PHI being provided is to be kept confidential and not to be provided to any individual or any other organization.

The PHI provided by the organization to _____ (business associate) is to be used to provide the following functions: _____ (list the uses of the information). In the course of providing the function, the business associate may need to provide the PHI to the following people or organizations _____ (list the people and the organizations).

The organization permits the business associate to use and disclose PHI it receives in the terms of this contract to properly manage carry out its legal responsibilities.

The organization authorizes the business associate to provide data aggregation services to the organization. This data is to be created for analyses relating to the healthcare operations of the organization.

Any breach of confidentiality of the PHI is to be reported to the organization.

Should _____ (business associate) subcontract with another business associate, the subcontractor is to maintain confidentiality about the PHI provided and identified in the terms of this contract.

Should any patient who is the subject of the PHI request to view the information, the information is to be provided by _____ (business associate).

Notes, policies, books and records of _____ (business associate) are to be available to the organization upon request.

Upon termination of this contract, _____ (business associate) will return or destroy all PHI to the organization business associate will not keep any PHI obtained through the terms of this contract.

If the business associate must continue to obtain the PHI after the termination of this contract, the information is to be maintained as confidential for as long as the business associate possesses the information.

If PHI is being retained after the termination of this contract, the information will be used as follows:
_____ (list the uses for the information).

Should amendments or corrections need to be made to the PHI, _____ (business associate) is to incorporate these changes into the originally obtained information once notified of changes by the organization.

The patients who are the subjects of the PHI are third party beneficiaries of this contract.

The organization reserves the right to terminate this contract if it has been determined that _____ (business associate) is in violation of the material terms of this contract. The organization will conduct an investigation should a complaint be filed or other information provided that identifies substantial and credible evidence of a violation by _____ (business associate). The organization reserves the right to act upon any information about a violation.

Should this healthcare organization find that _____ (business associate) is in violation of the material terms of the contract, the organization will implement actions to correct the material breach of the business associate's obligation unless it would be financially unfeasible to do so. A report outlining the material breach and the unfeasibility of terminating this contract with the business associate is to be filed with the Secretary of HHS (federal agency).

_____ (business associate) is entering into this agreement with the organization and has no other similar agreement with another organization through which to disclose PHI.

SIGNATURES:

Healthcare Organization Representative:

_____ Date: _____

Business Associate:

_____ Date: _____