

# HIPAA STATEMENT

*BUSINESS ASSOCIATE = I.C.*

*COVERED ENTITY = HOSPITAL OR INSTITUTION*

**IN THE EVENT THAT INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION AS DEFINED IN THE STANDARDS FOR PRIVACY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION, 45 C.F.R. PART 164.501 (“CONFIDENTIAL HEALTH INFORMATION”) IS DISCLOSED TO [BUSINESS ASSOCIATE], UNDER THE TERMS OF THIS AGREEMENT, THE PARTIES AGREE THAT THESE ADDITIONAL TERMS AND CONDITIONS SHALL APPLY:**

1. **Definitions.** For purposes of this Section, the following terms are defined as follows:

“**disclosure or disclose**” means, with respect to Confidential Health Information, the release, transfer, or by any means, including, but not limited to, electronic transmission, provision of access to, or divulging in any other manner of revealing such information to any person(s) outside the entity that maintains the information.

“**use**” means, with respect to Confidential Health Information, the sharing, employment, application, utilization, examination or analysis of such information within the entity that maintains the information.

2. **Obligations of [Business Associate].** [Business Associate] shall comply in all material respects with the privacy standards of federal and state laws and regulations including but not limited to HIPAA, and amendments and regulations thereto as may be promulgated from time to time, when using or disclosing Confidential Health Information that it receives from [Covered Entity] or from another person or entity on behalf of [Covered Entity]. Specifically, [Business Associate] agrees to the following:
  - a. [Business Associate] shall use and disclose Confidential Health information received from or on behalf of [Covered Entity] only to perform the Services outlined in this Agreement.
  - b. [Business Associate] must put in place all precautions or safeguards necessary to prevent Confidential Health Information from being used or disclosed except as necessary to perform the Services of this Agreement.
  - c. [Business Associate] must immediately report to [Covered Entity] when [Business Associate] uses or discloses or becomes aware that Confidential Health Information has been used or disclosed except as provided for in this Agreement. [Business Associate] must report such uses or disclosures to [Covered Entity]’s Chief Information Officer or Chief Privacy Officer, or to another contact that [Covered Entity] identifies in a written notice to [Business Associate].
  - d. If [Business Associate] discloses Confidential Health Information to subcontractors or agents, [Business Associate] must require that those subcontractors or agents comply with the restrictions, conditions and duties that apply to [Business Associate] in this Agreement.
  - e. [Business Associate] shall establish and maintain appropriate procedures to give individuals access to their Confidential Health Information. [Business Associate] must follow the HIPAA Privacy Standards when it gives such access.

- f. [Business Associate] shall make available its policies and procedures and books and records, relating to its uses and disclosures of [Covered Entity]'s Confidential Health Information, to the Secretary of DHHS so that the Secretary may determine whether [Covered Entity] has complied with the HIPAA Privacy Standards.
- g. When notified by [Covered Entity], [Business Associate] must make amendment or corrections to any of [Covered Entity]'s Confidential Health Information maintained by [Business Associate].
- h. When requested by [Covered Entity] or when this Agreement terminates, [Business Associate] must return to [Covered Entity] all Confidential Health Information and copies of that information in any form that it has received from or on behalf of [Covered Entity]. [Business Associate] may ask to and may receive permission from [Covered Entity] to destroy such Confidential Health Information and all copies. If [Business Associate] destroys the Confidential Health Information, [Business Associate] must certify such destruction to [Covered Entity]. If it is not feasible to return or destroy the Confidential Health Information, [Business Associate] must follow the restrictions of this Section regarding Confidential Health Information retained, and must limit further uses and disclosures to those purposes that make return or destruction feasible.
- i. If [Covered Entity] requests, [Business Associate] shall provide to [Covered Entity] an accounting of all [Business Associate]'s disclosures of Confidential Health Information except for:
  - (i) disclosures made to the individual who is the subject of the Confidential Health Information;
  - (ii) disclosures for treatment, payment and healthcare operations purposes; and
  - (iii) disclosures for national security, intelligence, correctional or law enforcement purposes.

Every accounting shall provide:

- (i) The date of each disclosure;
- (ii) The name and address of the organization or person who received the Confidential Health Information;
- (iii) A brief description of the information disclosed; and
- (iv) For disclosures other than those made at the request of the individual, the purpose for which the information was disclosed or a copy of the request or authorization for disclosure.

[Business Associate] shall provide the accounting to [Covered Entity] as soon as possible, but at least within thirty (30) days from [Covered Entity]'s request. [Business Associate] shall maintain a process to provide this accounting of disclosures for as long as [Business Associate] maintains Confidential Health Information received from or on behalf of [Covered Entity].

3. **Indemnification.** Notwithstanding anything in this Agreement to the contrary [Business Associate] shall defend and indemnify [Covered Entity] from and against any and all claims, damages, liabilities, losses and expenses (including reasonable attorney's fees) based on or arising out of the alleged or actual improper use or disclosure of Confidential Health Information by [Business Associate] or any of its subcontractors or agents. This indemnification obligation shall not be subject to any limitations of liability or other similar provisions in the Master Agreement or any Supplement or any other Amendment. If [Covered Entity] requires, [Business Associate] shall obtain and maintain insurance coverage (if available) against improper uses and disclosures of Confidential Health Information by [Business Associate] naming [Covered Entity] as an additional insured. Promptly following [Covered Entity]'s written request, [Business Associate] shall deliver to [Covered Entity] a certificate evidencing [Business Associate]'s maintenance of such insurance.
4. **Remedies Upon Breach or [Covered Entity]'s Suspicion of Breach.** Upon a breach or a suspected breach by [Business Associate] of any requirement of this Section of the Agreement, [Covered Entity], at its option, may require [Business Associate] to:
- a. Furnish to [Covered Entity] copies of its practices and procedures and books and records to facilitate [Covered Entity]'s mitigation of damages arising from an improper use or disclosure by [Business Associate];
  - b. Exercise all reasonable efforts to retrieve improperly used or disclosed Confidential Health Information.
  - c. Establish and adopt new practices, policies and procedures to assure that Confidential Health Information is not used or disclosed in the future in violation of HIPAA Privacy Standards;
  - d. Comply with all auditing or reporting requests by [Covered Entity] to demonstrate [Business Associate]'s compliance with the HIPAA Privacy Standards; and
  - e. Take such other actions as [Covered Entity] may reasonably require.
5. **Effect of Termination.** All rights duties and obligations relating to Confidential Health Information set forth in this Section shall survive termination of this Agreement.

*Business Associate*  
*Signature* \_\_\_\_\_

*Date* \_\_\_\_\_