

SHORT FORM BUSINESS ASSOCIATE AGREEMENT

This agreement is appropriate for volunteers who may have access to health information off-site. Additionally, it may be appropriate for certain vendors or agents who perform services on behalf of The Hospital and who are required to have business associate contracts, but whose contact with protected health information is only of an indirect or incidental nature. This agreement does not grant the right to further disclose or maintain health information. Please note that if the purpose of the use and disclosure of protected health information is treatment, consultation or referral, no business associate agreement is required. Additionally, The Hospital's own employees and trainees do not require business associate agreements, and neither do The Hospital's volunteers, unless they use protected health information off-site. If vendors perform a "substantial proportion of their activities" on-site and do not take protected health information off-site, they may not require a business associate agreement.

DEFINITIONS

"The Hospital" is required by the Health Insurance Portability and Accountability Act of 1996 to maintain the confidentiality of protected health information. "Business Associate" is a person or entity that arranges, performs, or assists in performing services on behalf of The Hospital and the service involves the use or disclosure of individually identifiable health information from The Hospital, or from another business associate of The Hospital.

BUSINESS ASSOCIATE AGREEMENT

Purpose.

The Hospital has an ethical and legal responsibility to protect the privacy and confidentiality of our patient's and their health information. The Business Associate may hear things that relate to a patient's health, or read or see computer or paper files containing confidential patient information. Even though the Business Associate may not be directly involved in providing patient services, the Business Associate may create documents containing confidential patient information if directed to do so by Business Associate's supervisor. Because Business Associate may have contact with confidential patient information, The Hospital requests that Business Associate agree to the following as a condition of Business Associate's assignment.

1. Confidential Patient Information.

Business Associate understands that all information that may identify who the patient is, or relates to the patient's health must be maintained in strict confidence. Business Associate agrees that, unless directed by his or her supervisor, Business Associate will not, at any time during or after an assignment, speak about or disclose any patient

information with any person or permit any person to examine or make copies of any patient reports or other documents that Business Associate comes into contact with or which Business Associate creates, other than as permitted by this agreement.

2. Permitted Use.

Business Associate agrees to use and disclose confidential patient information only in the following manner:

[Note: The Hospital must provide a description of how the incidental or indirect use may occur.]

3. Prohibited Use and Disclosure

Business Associate agrees not to use or disclose any patient information for any purpose other than a purpose stated in this agreement. Business Associate understands that he or she is not authorized to disclose any information related to patient information to anyone outside The Hospital, unless otherwise permitted by this agreement.

4. Safeguards.

When patient information must be discussed with other health care practitioners in the course of an assignment, Business Associate agrees to use discretion to ensure that such conversations cannot be overheard by others who are not involved in the patient’s care Business Associate understands that when confidential patient information is within his or her control, all reasonable means to prevent it from being disclosed to others must be used, except as otherwise permitted by this agreement. Business Associate agrees to abide by The Hospital’s policies and procedures governing the protection of confidential patient information. Protecting the confidentiality of patient information means protecting it from any unauthorized use or disclosure in any form: oral, fax, written, or electronic.

5. Return or Destruction of Information.

If as part of an assignment, Business Associate, with the permission of the supervisor assigned by The Hospital, must take patient information off-site from The Hospital, Business Associate will protect the patient information from disclosure to others, and will make sure all patient information in any form is returned to The Hospital, or destroyed in a manner that renders it unreadable and unusable by anyone else, if The Hospital agrees to the destruction.

6. Termination.

When Business Associate completes the performance of services for The Hospital, Business Associate agrees not to take any patient information. All patient information in any form shall be returned to The Hospital, or, if so permitted by The Hospital, destroyed in a manner that renders it unreadable and unusable by anyone else. Discharge or

termination, whether voluntary or not, shall not affect Business Associate's ongoing obligation to safeguard the confidentiality of patient information. Business Associate agrees to return or destroy any such information in Business Associate's possession.

7. Sanctions.

Business Associate understands that violation of this agreement may result in sanctions, including, but not limited to, termination of the ability to perform services on behalf of The Hospital.

8. Reporting of Non-permitted Use.

Business Associate agrees not to use or disclose any confidential patient information to anyone outside The Hospital unless instructed to do so by a supervisor and as permitted by this agreement. Business Associate also agrees to report immediately to Covered Entity any non-permitted use or disclosure of confidential patient information made in error. Business Associate also agrees to report any use or disclosure of confidential patient information made by others that may be a wrongful disclosure.

The person to report to is:

Privacy Officer
The Hospital,
Address
City, State Zip
Phone number: (___ - ___ - ___)

9. Health and Human Services Agents.

Business Associate agrees to cooperate with any investigation by the Secretary of Health and Human Services, or his agent, or an oversight agency, to help them determine if The Hospital is complying with federal or state privacy laws.

10. Disclosures Required by Law.

Nothing in this agreement prevents Business Associate from making a disclosure of confidential patient information if required by law to make such a disclosure. A disclosure of confidential patient information may be made, only to the appropriate public authority as designated in 45 C.F.R. § 154.502(j), and/or to an attorney retained by the Business Associate for the purpose of determining legal options with regard to suspected misconduct, if, and only if Business Associate believes in good faith that The Hospital has engaged in conduct that is unlawful or otherwise violates clinical or professional standards, or that the care, services, or conditions provided by The Hospital potentially endangers one or more patients, workers, or the public.

Entered into and effective on the date set forth below.

Signature of Business Associate: _____

Printed Name: _____

Date: _____

Address: _____

Phone: _____

The Hospital: _____

Date: _____

Address: _____

Phone: _____

Agreement No. _____.