

**NAME OF HOSPITAL**

<b>HIPAA REGULATION</b>	<b>BUSINESS ASSOCIATES AND THEIR OBLIGATIONS</b>	<b>REFERENCE: 7.2</b>
<b>SUBJECT:</b>	<b>REQUIREMENTS FOR DISCLOSURE OF PHI TO BUSINESS ASSOCIATES</b>	<b>EFFECTIVE: 00/00/2003</b>
<b>DEPARTMENT:</b>	<b>HOSPITAL WIDE</b>	
<b>APPROVED BY:</b>		<b>REVISED:</b>

To comply with our obligations under the privacy standards \_\_\_\_\_ has adopted a policy on getting a written contract referred to as a Business Associate Agreement from all our business associates.

**POLICY: REQUIREMENTS FOR DISCLOSURE OF PHI TO BUSINESS ASSOCIATES.**

It is the policy of \_\_\_\_\_ to prevent the indiscriminate disclosure of individual patient healthcare information unless there is an agreement identifying the role of the business associate and the uses for the patient's healthcare information.

The business associate is required to maintain the confidentiality of the PHI that is receives and generally to use and disclose such information solely for the purposes for which it was provided.

All complaints will be investigated.

Please contact the person listed below with questions on this policy and/or to report violations.

Name:  
Phone number:  
Address:  
Fax:

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<b>APPROVED BY:</b>		<b>REVISED:</b>

To comply with our obligations under the privacy standards \_\_\_\_\_ has adopted the following procedure for getting a written contract referred to as a Business Associate Agreement from all our business associates.

**PROCEDURE FOR OBTAINING A WRITTEN CONTRACT REFERRED TO AS A BUSINESS ASSOCIATE AGREEMENT**

- Identify the business associates of the organization.
- Create a spreadsheet listing all business associates.
- Send each Business associate a memo explaining what is required and a new agreement if needed.
- Create a agreement that identifies the following:
  - Lists the uses for the patients’ private healthcare information.
  - Lists who will have access to the patient’s private healthcare information including those who are responsible for the management and administration of the business associate.
  - States that the patients’ individual healthcare information will not be used beyond the limits set forth in the contract.
  - Identifies how the business associate will protect the patients’ individual healthcare information from indiscriminate use.
  - Identifies how \_\_\_\_\_ will be contacted if the patients’ individual healthcare information is inappropriately disclosed.
  - Identifies how any subcontractors of the business associate will safeguard against any indiscriminate use of a patients’ individual healthcare information.
  - Lists those types of patients’ individual healthcare information that they will not be able to obtain including psychotherapy notes, any information compiled for use in a civil, criminal or administrative action proceeding, and information that is subject to the Clinical Laboratory Improvements Amendments of 1988.

- Identifies how the patients' individual healthcare information will not jeopardize the health, safety, security, custody or rehabilitation of the patients or any safety of an officer, employee or other person should the information be of persons at a correctional facility.
- States the method of how \_\_\_\_\_ will provide the business associate with any changes or amendments to any of the patients' individual healthcare information once given to the business associate by the organization.
- Identifies where the business associate's records, books and internal practices are located so that these items can be inspected to determine if the patients' individual healthcare information is being utilized for the intended purpose.
- How the individual healthcare information will be returned or destroyed at the termination of the contract.
- Should it not be feasible for the patients' individual healthcare information to be returned at the conclusion of the contract, state how the information will be protected to limit further use or how the return of the information would create a hardship for the business associate.
- Identifies how the contract with the business associate can be terminated if the organization learns that the associate has violated any terms of the contract.

All the above are addressed in the "Business Associates Agreement".

- \_\_\_\_\_ shall investigate compliance with the contract if a complaint is made that the business associate has violated the terms of the contract.
- \_\_\_\_\_ reserves the right to terminate the contract should it find that the business associate is in violation of any of the terms of the contract if steps to correct the breach fail.
- If after determining a business associate is in breach of contract and the organization finds it not feasible to terminate the contract, the organization shall notify the appropriate federal authorities to file the decision to maintain the services of the business associate.
- Maintain a log of all current business associates and keep a record of when the contracts were signed, when they expire, and when they have to be updated.

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