

THE TREATMENT CENTRE FOR THE HEALING ARTS
Business Associate Contract

This contract is entered into this _____ day of _____, 200__

between _____
(hereinafter referred to as *Business Associate*), and Tai Sophia Institute.

WITNESSETH:

WHEREAS, Institute will make available and/or transfer to Business Associate certain information, in conjunction with goods or services that are confidential and must be afforded special treatment and protection.

WHEREAS, Business Associate will have access to and/or receive from Institute certain information that can be used or disclosed only in accordance with this Contract and the Department of Health and Human Services privacy regulations.

INSTITUTE AND BUSINESS ASSOCIATE AGREE AS FOLLOWS:

1. **Term:** The term of this **Contract** shall commence on this date and shall expire when all information provided by the Institute to Business Associate is destroyed or returned to the Institute.
2. **Specific Purpose:** The Business Associate shall be permitted to use and/or disclose information provided or made available from the Institute for the following specific purposes which are within the scope of the Business Associate's representation of the Institute:

3. **Limitations On Use Or Disclosure:** Business Associate agrees to the limitations on use and disclosure as established under the terms of this contract and agrees to establish and maintain appropriate safeguards to prevent the use or disclosure of information. Business Associate will refrain from use or disclosure of the information provided or made available other than as expressly permitted or required under this contract.

4. **Permitted Use Or Disclosure:** Business Associate is permitted to use or disclose information if necessary to properly manage and/or administer its commerce or if required to carry out the legal responsibilities of Business Associate, provided the disclosure is required by law, and to provide data aggregation services relating to the health care operations of the Institute (defined by 45 C.R.R.164.501).
5. **Reports Of Improper Use Or Disclosure:** Business Associate agrees to immediately report to the Institute any and all discovery, use, or disclosure of information not specified in this contract.
6. **Subcontractors And Agents:** Business Associate agrees that any and all information provided or made available to its subcontractors or agents is subject to the approval of the Institute and that any third party agreement shall be executed under the same terms, conditions, and restrictions on the use and disclosure of information as agreed upon in this contract between the Institute and Business Associate.
7. **Rights Of Individuals To Access Information:** Business Associate hereby agrees to make available and provide individuals the right to access protected health information in accordance with 45 F.R.R. 164.524. An agreement to release information is subject to the terms of this contract, and Business Associate may use the same contract language substituting its name in place of "Institute," where appropriate. Business Associate agrees to cooperate in making protected health information available to individuals for amendment and agrees to document explicit modifications by the individual in accordance with 45 C.F.R. 164.526. Business Associate agrees to provide an account of protected health information disclosures to an individual in accordance with 45 C.F.R. 164.528.
8. **Right To Access By The US Department Of Health And Human Services:** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of information gained or received under the terms of this contract available to the Secretary or the Secretary's designee for the purpose of determining compliance with the privacy regulations under the Health Insurance Portability and Accountability Act.
9. **Mitigation Procedures:** Business Associate agrees to have procedures in place to alleviate, to the maximum extent practicable, any deleterious effects from the use or disclosure of protected health information in a manner contrary to the terms of this contract or according to the privacy regulations under the Health Insurance Portability and Accountability Act.
10. **Sanction Procedures:** Business Associate agrees to develop and implement a punitive course of action for its employees, subcontractors, or agents who violate the terms of this contract or the privacy regulations under the Health Insurance Portability and Accountability Act.
11. **Property Rights:** The shared information, including de-identified protected health information, shall be and remains the property of the Institute. Business Associate agrees

that it acquires no title or rights to an individual's protected health information as a result of this contract.

- 12. Contract Termination:** Business Associate agrees that the Institute has the right to immediately terminate the contract and seek relief under the Disputes Article if the Institute determines that Business Associate has violated a material term of this contract.
- 13. Return Or Destruction Of Information:** Upon contract termination, Business Associate hereby agrees to return or destroy all information received or created on behalf of the Institute. Business Associate agrees not to retain any copies of the information after termination of contract. If return or destruction of the information is not feasible, Business Associate agrees to extend the protections outlined in this contract and agrees to limit all further use or disclosure. Business Associate agrees to provide the Institute with written authorization for destroyed information.
- 14. Grounds For Breach:** Non-compliance by Business Associate with any terms of this contract or the privacy regulations under the Health Insurance Portability and Accountability Act will automatically be considered grounds for breach.
- 15. Disputes:** Any controversy or claim arising from or relating to the terms defined under this contract are subject to settlement by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except for injunctive relief.
- 16. Injunctive Relief:** Notwithstanding any rights or remedies provided for in this contract, the Institute retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of information by Business Associate or any agent, contractor, or third party that received information from Business Associate.
- 17. Notices:** Under the terms of this contract, either party shall be deemed as being given notice if mailed first class United States mail, postage prepaid, as follows:

Special Projects Administrator
Tai Sophia Institute
7750 Montpelier Road
Laurel, MD 20723

Contact Person: _____

Business Associate: _____

Address: _____

18. Notification Of Change Of Address: The Institute or Business Associate may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

19. Good Faith: The parties agree to exercise good faith in the performance of the contract.

20. Attorney Fees: Each party agrees to bear its own legal expenses and any other cost incurred for actions or proceedings brought about by the enforcement of this contract, or from an alleged dispute, breach, default, misrepresentation, or injunctive action associated with the provisions of this contract.

ENTIRE AGREEMENT:

The terms of this contract consist of this document and constitute the entire agreement between the stated parties. The terms of this contract shall be binding on the parties. Neither party has the authority to reassign this agreement without the other's written consent.

IN WITNESS WHEREOF:

Institute and **Business Associate** have caused this contract to be signed and delivered by their duly authorized representatives:

For Tai Sophia Institute:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

For Business Associate:

Signature: _____

Date: _____

Printed Name: _____

Title: _____