

HIPAA-COMPLIANT SUBCONTRACTOR AGREEMENT

This **HIPAA Compliant Subcontractor Agreement ("Agreement")** is entered into on _____ day of _____, 20 _____ by and between [Client Name], a [State] corporation with its principal place of business at _____ ("**Client**"), and [Subcontractor Name], a [State] corporation with its principal place of business at _____ ("**Subcontractor**").

WHEREAS, Client is a covered entity under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and its implementing regulations, including the Privacy Rule and Security Rule; and

WHEREAS, Subcontractor has agreed to provide services to Client that may involve the use or disclosure of protected health information ("PHI") as defined by HIPAA;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the parties agree as follows:

PHI Use and Disclosure

(a) Subcontractor agrees to use and disclose PHI only as necessary to perform the services required under the Agreement and in accordance with HIPAA.

(b) Subcontractor agrees to comply with HIPAA and all applicable state and federal laws and regulations related to the use and disclosure of PHI.

1. (c) Subcontractor agrees to implement appropriate safeguards to protect PHI from unauthorized use or disclosure, including but not limited to administrative, physical, and technical safeguards as required by HIPAA.

Subcontractor Employees

(a) Subcontractor agrees to ensure that its employees who have access to PHI are properly trained on HIPAA and Client's policies and procedures related to the use and disclosure of PHI.

(b) Subcontractor agrees to ensure that its employees who have access to PHI are required to sign confidentiality agreements that comply with HIPAA and are consistent with this Agreement.

2. (c) Subcontractor agrees to require its employees who have access to PHI to report any unauthorized use or disclosure of PHI to Subcontractor and to assist Client in investigating any such incident.

PHI Security

(a) Subcontractor agrees to implement appropriate administrative, physical, and technical safeguards to ensure the confidentiality, integrity, and availability of PHI as required by HIPAA.

(b) Subcontractor agrees to implement appropriate measures to protect PHI from any reasonably anticipated threats or hazards to its security or integrity.

3. (c) Subcontractor agrees to implement appropriate measures to ensure the proper disposal of PHI in accordance with HIPAA and Client's policies and procedures.

Term and Termination

(a) This Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days' written notice to the other party.

4. (b) Upon termination of this Agreement, Subcontractor agrees to return or destroy all PHI received from Client or created or received by Subcontractor on behalf of Client, in accordance with HIPAA and Client's policies and procedures.

Miscellaneous

(a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

(b) This Agreement may not be modified or amended except in writing signed by both parties.

(c) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

(e) Any dispute arising under or in connection with this Agreement shall be resolved through arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

5. (f) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

Indemnification

(a) Subcontractor shall indemnify and hold harmless Client, its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising from or related to Subcontractor's breach of this Agreement or any violation of HIPAA or other applicable laws by Subcontractor or its employees.

6. (b) Client shall promptly notify Subcontractor of any claim, action, or demand for which indemnification is sought under this Section 6. Subcontractor shall have the right to participate in the defense of any such claim, action, or demand at its own expense.

Confidentiality and Non-Disclosure

(a) Subcontractor shall maintain the confidentiality of all PHI and other confidential information received from or on behalf of Client or otherwise obtained in connection with the performance of services under this Agreement.

(b) Subcontractor shall not use or disclose any PHI or other confidential information except as necessary to perform services under this Agreement or as required by law.

(c) Subcontractor shall take appropriate measures to ensure that its employees and agents who have access to PHI or other confidential information are aware of and comply with the confidentiality and non-disclosure requirements of this Agreement.

7. (d) This confidentiality and non-disclosure obligation shall survive the termination of this Agreement.

HIPAA Compliance Reporting

(a) Subcontractor shall provide written reports to Client on Subcontractor's compliance with HIPAA and this Agreement, upon request by Client or as otherwise agreed between the parties.

8. (b) Subcontractor shall promptly notify Client of any known or suspected violation of HIPAA or this Agreement by Subcontractor or its employees.

HIPAA Business Associate Agreement

(a) To the extent required by HIPAA, Subcontractor shall enter into a HIPAA Business Associate Agreement with Client in a form acceptable to Client and Subcontractor.

9. (b) Subcontractor acknowledges and agrees that it shall be bound by the terms of the HIPAA Business Associate Agreement, as applicable.

Insurance

10. (a) Subcontractor shall obtain and maintain

11. **Entire Agreement:** This Agreement contains the entire agreement between the Contractor and the Subcontractor with respect to the Work and supersedes all prior or contemporaneous agreements or understandings, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Client/Contractor Signature: _____ **Date:** _____

Client/Contractor Name: _____

Title: _____

Subcontractor Signature: _____ **Date:** _____

Subcontractor Name: _____

Title: _____