

**Plan Sponsor Certification to [Health Plan] for
Release of Protected Health Information**

WHEREAS, [insert customer name here] (“Plan Sponsor”) is the sponsor of its Group Medical Plan (the "Plan"), which is a group health plan, the benefits under which are provided through an arrangement with [Health Plan] (“Health Plan”); and

WHEREAS, the Plan is a “group health plan” for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations thereunder; and

WHEREAS, the Plan Sponsor has requested disclosure of Protected Health Information because [describe purpose of disclosure];

THEREFORE BE IT RESOLVED, that the Plan Sponsor hereby certifies to Health Plan that:

- A. The plan documents that govern the Plan have been amended to incorporate the following provisions and Plan Sponsor agrees to:
1. Not use or further disclose Protected Health Information (“PHI”) other than as permitted or required by the Plan or as Required By Law;
 2. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI created, received, maintained, or transmitted to or by the Plan Sponsor in accordance with HIPAA;
 3. Ensure that any agents, including subcontractors, to whom it provides PHI or electronic Protected Health Information (EPHI) received from the Plan or its designee agree, in writing, to the same restrictions and conditions that apply to Plan Sponsor with respect to such information;
 4. Not use or disclose PHI for employment-related actions and decisions, except pursuant to an authorization that meets the requirements of HIPAA;
 5. Not use or disclose PHI in connection with any other benefit or employee benefit plan of Plan Sponsor, except pursuant to an authorization that meets the requirements of HIPAA;
 6. Report to the Plan any PHI use or disclosure that it becomes aware of which is inconsistent with the uses or disclosures provided for;
 7. Report to the Plan any Security Incident (as that terms is defined in HIPAA) relating to EPHI, of which it becomes aware;
 8. Make PHI available to an individual based on HIPAA’s access requirements;
 9. Make PHI available for amendment and incorporate any PHI amendments based on HIPAA’s amendment requirements;
 10. Make available the information required to provide an accounting of PHI disclosures;
 11. Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan or its designee available to the Secretary of the U.S. Department of Health and Human Services to determine the Plan’s compliance with HIPAA;
 12. Ensure adequate separation between the Plan and Plan Sponsor as required by HIPAA;
- and,

13. If feasible, return or destroy all PHI received from the Plan or its designee that Plan Sponsor still maintains in any form and retain no copies of such PHI when no longer needed for the specified disclosure purpose, except that, if such return or destruction is not feasible, Plan Sponsor will limit further uses and disclosures to those purposes that make the return or destruction infeasible.
- B. Plan Sponsor acknowledges that in order for the Plan or its designee to lawfully disclose PHI to Plan Sponsor, the Plan must fully comply with both the HIPAA Privacy and Security regulations. Plan Sponsor further acknowledges that appropriate steps have been taken for the Plan to be in full compliance with the both HIPAA Privacy and Security regulations, including but not limited to, implementation of physical, technical and administrative safeguards, the appointment of a Privacy officer and the maintenance of a Privacy Notice to be distributed upon request by an Individual.
- C. If Plan Sponsor designates a third party to receive PHI on its behalf, a confidentiality agreement must be executed between Health Plan, Plan Sponsor, and Plan Sponsor's designee.
- D. Plan Sponsor agrees to defend, indemnify and hold Health Plan harmless against any and all claims, liabilities, judgments or damages asserted against, imposed upon or incurred by Health Plan that arise out of Health Plan's provision of PHI to Plan Sponsor or that arise out of any violation of this Certification Agreement.
- E. Plan Sponsor acknowledges that it may also be subject to civil and criminal penalties incurred for knowing violations of HIPAA.

On Behalf of *[Insert Customer Name Here]*

Name _____

Signature _____

Title _____

Date _____