

Online Supplementary Material

Pace WD, Staton EW, Holcomb S. Practice-based research network studies in the age of HIPAA. *Ann Fam Med*. 2005;3(Suppl 1):S38-S45.

http://www.annfammed.org/cgi/content/full/3/suppl_1/S38

Supplemental Appendix 5. Example of a Service Agreement for a Practice-Based Research Group

Practice-Based Research Group Service Agreement

This XYZ PRACTICE RESEARCH GROUP SERVICE AGREEMENT (this "Agreement"), effective _____, 200__ ("Effective Date"), is entered into by and between XYZ PBRN (University/Hospital or other legal entity) (the "Contractor"), and _____, a (name of state) medical practice located at (city) _____, _____ (state) _____ (the "Practice").

In connection with the Practice's participation in the XYZ Practice-Based Research Group, the Contractor, acting by and through (name of PBRN Director or PI of project) and her/his research associates, is authorized to conduct periodic reviews of randomly selected records of patients completing office visits at the Practice. The record review may include use of data collection forms that focus on topics related to (INSERT REVIEW CONTENT HERE) visit content. The purpose of the record review is to provide information to the Practice on its medical office systems and record documentation practices.

Practice participation is voluntary and may be terminated at any time at the option of the Practice by giving written notice to the Contractor.

In preparation for the record review, the Practice will:

- Provide a list of its patients seen in the time period for which the record review will be conducted to the Contractor.
- Work with (PBRN Director or PI) or her/his research associates to gather the number of records needed for the review in which the Practice has elected to participate.

(PBRN Director or PI) and her/his research associates will perform the record review at the Practice's office and **will not take any protected health information from the Practice office in paper or electronic form**. As used in this Agreement, protected health information has the meaning set forth in the Privacy Rule adopted under the Health Insurance Portability and Accountability Act (HIPAA).

Following the record review, (PBRN Director or PI) and her/his research associates will prepare a report of their findings for the Practice. The Findings do not assure any specific Practice improvements and are provided on an "AS IS" basis.

In performing this Agreement, the Contractor, (PBRN Director or PI), her/his research associates, and the Contractor's other agents and contractors are, at all times, acting and performing as independent contractors. Neither party hereto is for any purpose an agent, representative, partner, or joint venturer of the other. Except as otherwise expressly stated herein, each party agrees that it shall conduct itself so as not to act or purport to act on behalf of the other party.

The Practice acknowledges that when the Contractor, (PBRN Director or PI), her/his research associates, and the Contractor's other agents and contractors review charts and otherwise perform under this Agreement, the Contractor, (PBRN Director or PI), her/his research associates, and the Contractor's other agents or contractors have not established a "hospital-patient relationship" or "physician-patient relationship" with any of the Practice's patients. In performing under this Agreement, the Contractor,

(PBRN Director or PI), her/his research associates, and the Contractor's other agents and contractors are acting strictly as consultants to the Practice and not as members of the Practice and the Practice's care team for any patients of the Practice. Because Contractor and (PBRN Director or PI) are not part of the care team, the Practice will indemnify, defend (at Contractor's request), and hold harmless the Contractor, (PBRN Director or PI), her/his research associates, and the Contractor's other agents and contractors from any and all liability, loss, claim, lawsuit, injury, cost, damage, or expense whatsoever (including reasonable attorneys' fees and court costs) arising out of, incident to, or in any manner occasioned by its and her/his performance or nonperformance of this Agreement.

This Agreement and the Business Associate Contract between the parties constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence, and agreements, whether oral or written, pertaining thereto.

INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Agreement as of the Effective Date.

Practice

Contractor

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Adapted with permission from Helen Binns and the Pediatric Practice Research Group.