



## HIPAA BUSINESS ASSOCIATE AGREEMENT

While AAAHC does not require your organization to submit any Protected Health Information (PHI) or Individually Identifiable Health Information (IIHI), AAAHC is a Business Associate as defined in the HIPAA Privacy Rule.

Below, please find a Business Associate Agreement (BAA). After reviewing the agreement, please have an authorized individual review and sign on behalf of your organization as the "Covered Entity" and return to AAAHC.

Any questions regarding Business Associate Agreements may be directed via e-mail to [info@aaahc.org](mailto:info@aaahc.org) or you may call us at 847-853-6060.

**CHECK ALL DOCUMENTS PRIOR TO SUBMITTING TO AAAHC**  
**DO NOT SUBMIT ANY INDIVIDUALLY IDENTIFIABLE HEALTH**  
**INFORMATION/PROTECTED HEALTH INFORMATION TO AAAHC**

[http://www.hhs.gov/ocr/privacy/hipaa/faq/business\\_associates/238.html](http://www.hhs.gov/ocr/privacy/hipaa/faq/business_associates/238.html)

This Business Associate Agreement is provided as a courtesy and does not constitute legal advice. It is the responsibility of your organization to determine whether you must comply with HIPAA/HITECH or any other laws and regulations.

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between the **Accreditation Association for Ambulatory Health Care, Inc., an Illinois not-for-profit corporation** (“AAAHC” and “Business Associate”) and \_\_\_\_\_ (“Covered Entity”).

**WHEREAS**, Business Associate may Access your organization’s Protected Health Information, as defined below, in order to perform its obligations relating to the accreditation survey as described in the AAAHC Application for Survey and the current edition of the AAAHC Accreditation Handbook, and other related activities pertaining to accreditation of the Covered Entity (“Accreditation Services”);

**WHEREAS**, Covered Entity and Business Associate are required to meet the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (the “Act”), the privacy standards adopted by the U.S. Department of Health and Human Services (“HHS”) as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the “Privacy Rule”) the security standards adopted by HHS as they may be amended from time to time, 45 C.F.R. parts 160, 162, and 164, subpart C (the “Security Rule”), and the privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. 111-5, and its implementing regulations (the “HITECH ACT”), due to their status as a “Covered Entity” or a “Business Associate” under the Act. (The Act, the Privacy Rule, the Security Rule, the HITECH Act, and the HIPAA Omnibus Rules are collectively referred to as “HIPAA” for purposes of this Agreement.);

**WHEREAS**, the parties desire to enter into the Agreement in order (i) to protect the privacy and provide for the security of Protected Health Information Used by Business Associate on behalf of Covered Entity; and (ii) to satisfy certain requirements imposed upon the parties by HIPAA.

### 1. Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Access, Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Person, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Any other capitalized term used, but not otherwise defined in this Agreement, shall have the same meaning as those terms are defined in HIPAA.

### 2. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law;

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(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by the Agreement;

(c) Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware within ten (10) business days of discovery, as defined at 45 CFR 164.404(a) (2);

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) business days of a request, make available Protected Health Information in a Designated Record Set to the Individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain, and within ten (10) business days of a request, make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

### 3. **Permitted Uses and Disclosures by Business Associate**

(a) Business Associate may only Use or Disclose Protected Health Information as necessary to perform the services set forth in the AAAHC Application for Survey and the current edition of the AAAHC Handbook for Accreditation to under which the Covered Entity will be surveyed, to the extent that neither conflicts with the requirements of the law.

(b) Business Associate may Use or Disclose Protected Health Information as Required by Law.

(c) Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information in accordance with any requirements of the law.

(d) Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific Uses and Disclosures set forth below:

(e) Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the business associate.

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(f) Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the Person to whom the information is Disclosed that the information will remain confidential and Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the Person, and the person notifies Business Associate of any Security Incidents and instances of which it is aware in which the confidentiality of the information may have been Breached.

(g) Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity.

**4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

(a) Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

**5. Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity exception if the Business Associate will Use or Disclose Protected Health Information for Data Aggregation or management and administration and legal responsibilities of the Business Associate.

**6. Term and Termination**

(a) Term. This Agreement shall take effect upon the date on which this agreement is fully-executed and shall continue in effect as long as Business Associate evaluates Covered Entity for accreditation purposes, unless terminated as provided hereunder. If organization is awarded accreditation term, this agreement shall terminate on the date of expiration of the accreditation term.

(b) Termination. Either party may terminate this Agreement if it determines that the other party has breached a material term of this Agreement. Alternatively, the non-breaching party may choose to provide the breaching party with notice of the existence of an alleged material breach and afford an opportunity to cure the material breach. If the breaching party fails to cure the breach to the satisfaction of the non-breaching party, the non-breaching party may immediately thereafter terminate this Agreement and report the breaching party to the Secretary.

(c) Effect of Termination.

Upon termination of this Agreement for any reason and with respect to Protected Health Information created, maintained, or received by Business Associate on behalf of Covered Entity, Business Associate shall:

(i) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures by Business Associate which applied prior to termination;

(v) Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities. If return or destruction of such Protected Health Information is not feasible, upon agreement of the parties, Business Associate will extend the protections of this Agreement to the Protected Health Information and will limit further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

**7. Miscellaneous**

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Prior Agreement. This Agreement supersedes and replaces any Business Associate Agreement and/or any agreement related to the rights and responsibilities of the parties regarding PHI previously entered into by the parties.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit both parties' compliance with the HIPAA Rules.

(d) Governing Law/Arbitration Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles. Any dispute arising out of or related to the performance, breach or interpretation of this Agreement shall be submitted to binding arbitration under the rules of the American Arbitration Association. Any arbitration will be held in Chicago, Illinois. Judgment on any arbitration award may be entered in any court having jurisdiction thereof.

(e) Notices. Any notice required or permitted to be given by either party to the other shall be in writing and shall be deemed delivered upon personal delivery (or attempted personal delivery, if the recipient refuses delivery) or delivery by fax, twenty-four (24) hours following deposit with a national courier service for overnight delivery or seventy-two (72) hours following deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addressed or to such other addresses as the parties may specify in writing.

Addresses for Notices:

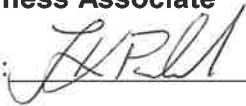
<p>As to Business Associate:</p> <p>AAAHC, Inc.          Attn: Accreditation Services          5250 Old Orchard Road, Ste. 200          Skokie, IL 60077</p>	<p>As to Covered Entity:</p>
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**IN WITNESS WHEREOF**, the parties have executed this agreement, effective as of the date upon which Covered Entity executes this agreement.

**Covered Entity**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Business Associate**

By:  \_\_\_\_\_  
Name: Therese K. Poland  
Title: Vice President, Accreditation Operations