

**BUSINESS ASSOCIATE AGREEMENT**  
**BETWEEN \_\_\_\_\_ AND**  
**COMMISSION ON ACCREDITATION,**  
**AMERICAN PSYCHOLOGICAL ASSOCIATION**

This Agreement governs the provision of Protected Health Information ("PHI") (as defined in 45 C.F.R. §164.501) by \_\_\_\_\_ ("Covered Entity") to the Commission on Accreditation, American Psychological Association ("CoA") for its use and disclosure in accrediting all professional psychology training programs conducted in whole or in part in Covered Entity's facilities.

Whereas, CoA provides certain accreditation-related services to the Covered Entity and, in connection with the provision of those services, the Covered Entity discloses to CoA PHI that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of Title XIII of the American Recovery and Reinvestment Act of 2009 ("HITECH Act");

Whereas, **NAME OF ENTITY** is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A, C and E, the Security Standards for the Protection of Electronic Protected Health Information and Standards for Privacy of Individually Identifiable Health Information ("Security and Privacy Rule");

Whereas, the CoA, as a recipient of PHI from Covered Entity, is a "Business Associate" of the Covered Entity as that term is defined in the 45 C.F.R. § 160.103;

Whereas, pursuant to HIPAA and the HITECH Act, all Business Associates of Covered Entities must agree in writing to comply with the Security Rule and certain mandatory provisions regarding the use and disclosure of PHI under the Privacy Rule; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. §§164.502(e), 164.504(e), and as may be amended.

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

1. Definitions. Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy Rule and Security Rules.
2. Scope of Use and Disclosure by CoA of Protected Health Information
  - A. CoA shall be permitted to Use and Disclose PHI that is disclosed to it by Covered Entity as necessary to perform its accreditation functions under CoA's established policies, procedures and requirements.

B. Unless otherwise limited herein, in addition to any other Uses and/or Disclosures permitted or authorized by this Agreement or required by law, CoA may:

- (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of CoA;
- (2) Disclose the PHI in its possession to a third party for the purpose of CoA's proper management and administration or to fulfill any legal responsibilities of CoA; provided, however, that the disclosures are Required By Law or CoA has received from the third party written assurances that (a) the information will be held confidentially and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the third party; and (b) the third party will notify the CoA of any instances of which it becomes aware in which the confidentiality of the information has been breached;
- (3) engage in Data Aggregation activities, consistent with the Privacy Rule; and
- (4) De-identify any and all PHI created or received by CoA under this Agreement; provided, that the de-identification conforms to the requirements of the Privacy Rule.

3. Obligations of CoA. In connection with its Use and Disclosure of PHI, CoA agrees that it will:

- A. Use or further Disclose PHI only as permitted or required by this Agreement or as Required by Law and further agrees to comply with the use and disclosure provisions in 45 CFR § 164.502(e)(2) and the requirements of § 164.504(e) shall apply to CoA in the same way they apply to the covered entity;
- B. Use reasonable and appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this Agreement;
- C. To the extent practicable, mitigate any harmful effect that is known to CoA of a Use or Disclosure of PHI by CoA in violation of this Agreement;
- D. CoA shall report to Covered Entity orally and in writing within five days of discovery, the breach of any PHI including unsecured PHI not provided for by this Agreement or any security incident involving or potentially involving the covered entity's PHI of which CoA becomes aware. CoA shall pay for the full cost of breach notification for any breach for which it is responsible;

- E. Require contractors or agents to whom CoA provides PHI to agree to the same restrictions and conditions that apply to CoA pursuant to this Agreement;
  - F. Make available to the Secretary of Health and Human Services CoA's internal practices, books and records relating to the Use or Disclosure of PHI received from, or created or received by CoA on behalf of, Covered Entity for purposes of determining Covered Entity's compliance with the Privacy Rule, subject to any applicable legal privileges;
  - G. If applicable, within fifteen (15) days of receiving a written request from Covered Entity, make available the information necessary for Covered Entity to make an accounting of Disclosures of PHI about an Individual in a Designated Record Set;
  - H. If applicable, within ten (10) days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set necessary for Covered Entity to respond to Individuals' requests for access to PHI about them that is not in the possession of Covered Entity;
  - I. If applicable, within fifteen (15) days of receiving a written request from Covered Entity incorporate any amendments or corrections to the PHI in a Designated Record Set in accordance with the Privacy Rule;
  - J. Not make any Disclosures of PHI that Covered Entity would be prohibited from making.
4. Obligations of Covered Entity. Covered Entity agrees that it:
- A. Has included, and will include, in Covered Entity's Notice of Privacy Practices required by the Privacy Rule that Covered Entity may disclose PHI for Health Care Operations purposes;
  - B. Has obtained, and will obtain, from individuals any consents, authorizations and other permissions necessary or required by laws applicable to Covered Entity for CoA and Covered Entity to fulfill their obligations under this Agreement;
  - C. Will promptly notify CoA in writing of any restrictions on the Use and Disclosure of PHI about Individuals that Covered Entity has agreed to that may affect CoA's ability to perform its obligations under this Agreement;
  - D. Will promptly notify CoA in writing of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, if such changes or revocation may affect CoA's ability to perform its obligations under this Agreement.

5. Termination.

A. Termination for Cause. Upon Covered Entity's knowledge of a material breach by CoA, Covered Entity shall either:

- (1) provide an opportunity for CoA to cure the breach or end the violation and terminate this Agreement if CoA does not cure the breach or end the violation within the time specified by Covered Entity;
- (2) immediately terminate this Agreement if CoA has breached a material term of this Agreement and cure is not possible; or
- (3) if neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

B. Automatic Termination. This Agreement will automatically terminate upon the cessation of Covered Entity's conducting accredited activities in all Covered Entity facilities.

C. Effect of Termination.

- (1) Termination of this Agreement will result in cessation of CoA conducting accredited activities in all Covered Entity facilities.
- (2) Upon termination of this Agreement, CoA will return or destroy all PHI received from Covered Entity or created or received by CoA on behalf of Covered Entity that CoA still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, CoA will extend the protections of this Agreement to the PHI and limit further Use and Disclosure to those purposes that make the return or destruction of the information infeasible.

6. Amendment. CoA and Covered Entity agree to take such action as is necessary to amend this Agreement for Covered Entity to comply with the requirements of the Privacy or Security Rules or other applicable law.

7. Survival. The obligations of CoA under section 5-C. (2) of this Agreement shall survive any termination of this Agreement.

8. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Other Applicable Law. This Agreement does not, and is not intended to, abrogate any responsibilities of the parties under any other applicable law.

10. Effective Date. This Agreement shall be effective on \_\_\_\_\_.

COMMISSION ON ACCREDITATION,  
AMERICAN PSYCHOLOGICAL  
ASSOCIATION

\_\_\_\_\_  
(Covered Entity)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_