

Intersocietal Accreditation Commission (IAC) *Business Associate Agreement*

Facility's Name ("Facility"):	Zest Northwest
Address:	511 Spicy Enchilda Terrace, Vancouver, BC, 88941 Canada
Legal Structure:	Other (specify below) check check
Owner's Name: <i>(In the event accreditation is granted, the entity that owns and operates the Facility)</i>	aaa
Owner's Main Business Address:	bbb
Owner's Representative Name & Title: <i>(Should be the person for day-to-day contact and does not need to be the signee of the Agreement.)</i>	ccc, ddd
Private (non-governmental) Facility?	Yes No <input checked="" type="checkbox"/>
Governmental Facility?	Yes <input checked="" type="checkbox"/> No
Federal Tax ID:	22-2201231

This Business Associate Agreement is made in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health ("HITECH") Act, and the final omnibus rule published in January 2013. Owner and the Intersocietal Accreditation Commission, Inc. ("IAC") agree as follows:

1. Business Associate Obligations.

- A.** IAC shall not use or disclose individually identifiable health information ("protected health information" or "PHI") other than as permitted or required by this Business Associate Agreement or as required by law.
- B.** IAC shall 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 this Business Associate Agreement.
- C.** IAC shall report to Owner any use or disclosure of protected health information not provided for by this Business Associate 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.
- D.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, IAC shall ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of IAC agree to the same restrictions, conditions, and requirements that apply to IAC with respect to such information.
- E.** IAC shall make available protected health information in a designated record set to Owner as necessary to satisfy Owner's obligations under 45 CFR 164.524.

F. IAC shall make any amendment(s) to protected health information in a designated record set as directed or agreed to by Owner pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Owner's obligations under 45 CFR 164.526.

G. IAC shall maintain and make available the information required to provide an accounting of disclosures to Owner as necessary to satisfy Owner's obligations under 45 CFR 164.528.

H. To the extent IAC is to carry out one or more of Owner's obligation(s) under Subpart E of 45 CFR Part 164, IAC shall comply with the requirements of Subpart E that apply to Owner in the performance of such obligation(s).

I. IAC shall make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

2. Permitted Uses & Disclosures.

A. IAC may use and disclose protected health information as necessary to perform quality review of Owner's operations (including, but not limited to, accreditation and quality improvement reporting).

B. IAC may use or disclose protected health information as required by law.

C. It is the policy of IAC to limit its requests for protected health information to the minimum amount reasonably necessary to achieve the purpose of its quality review. IAC shall use and disclose the minimum protected health information necessary for a permitted purpose.

D. IAC 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 above.

E. IAC may use or disclose protected health information for proper management and administration of IAC or to carry out its legal responsibilities.

F. IAC may de-identify protected health information.

3. Covered Entity Obligations.

A. Owner shall notify IAC of any limitation(s) in the notice of privacy practices of Owner under 45 CFR 164.520, to the extent that such limitation may affect IAC's use or disclosure of protected health information.

B. Owner shall notify IAC 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 IAC's use or disclosure of protected health information.

C. Owner shall notify IAC of any restriction on the use or disclosure of protected health information that Owner has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect IAC's use or disclosure of protected health information.

4. Term. Following signature by Owner, this Business Associate Agreement will become effective on the date of acceptance by IAC. It will remain in effect for as long as protected health information is needed by IAC for the purposes described in the section titled "Permitted Uses & Disclosures", unless terminated earlier as provided in the section titled "Termination".

5. Termination.

A. Owner may terminate this Business Associate Agreement by written notice to IAC if IAC violates this Business Associate Agreement. Owner shall not terminate this Business Associate Agreement pursuant to this section unless:

- i.** Owner has given IAC written notice identifying the violation, and
- ii.** IAC has failed to correct the violation within fourteen (14) calendar days after the receipt of the notice, or in the event of a violation that is not capable of cure, if IAC has not made reasonable provisions within fourteen (14) calendar days to avoid a similar future breach.


B. Upon termination for any reason:

- i.** IAC shall retain only that protected health information which is necessary for IAC to continue its proper management and administration or to carry out its legal responsibilities.
- ii.** IAC shall return to Owner or, if agreed to by Owner, destroy the remaining protected health information that IAC still maintains in any form.
- iii.** IAC shall 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, other than as provided for in this Section, for as long as IAC retains the protected health information.
- iv.** IAC shall not use or disclose the protected health information retained by IAC other than for the purposes for which such protected health information was retained and subject to the same conditions set out in the section entitled "Permitted Uses" which applied prior to termination.
- v.** IAC shall return to Owner or, if agreed to by Owner, destroy the protected health information retained by IAC when it is no longer needed by IAC for its proper management and administration or to carry out its legal responsibilities.

C. The obligations of IAC under this Section entitled "Termination" will survive beyond the termination of this Business Associate Agreement.

6. **Regulatory Changes.** The parties agree to amend this Business Associate Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
7. **Interpretation.** Any ambiguity in this Business Associate Agreement shall be interpreted to permit compliance with the HIPAA Rules.
8. **Indemnification.** IAC shall indemnify Owner for fines, damages, and expenses related to any third party claim against Owner to the extent that the fine, damage, or expense arises out of an actual violation of this Business Associate Agreement by IAC.

In Witness Whereof, the parties are signing this Business Associate Agreement effective as of the date of signature by IAC.

Intersocietal Accreditation Commission ("IAC")	Facility's Full Legal Name: Zest Northwest ("Facility")
	<i>Electronically attested (11/6/2019 11:09 AM) by user id 'crstaging1' on behalf of the below authorized representative.</i>
By: 	By:
Name: Erin Riggleman	Name: eee
Title: Administrative Coordinator	Title: fff
Date: 11/06/19	Date: 11/06/19