



## Intersocietal Accreditation Commission (IAC) *Business Associate Agreement Addendum*

<b>Facility’s Name (“Facility”):</b>	ABC Facility
<b>Address:</b>	123 Main Street, Ellicott City, MD 21043
<b>Legal Structure:</b>	Eqtr qtewkqp
<b>Owner’s Name:</b> <i>(In the event accreditation is granted, the entity that owns and operates the Facility)</i>	John Doe
<b>Owner’s Main Business Address:</b>	123 Main Street, Ellicott City, MD 21043
<b>Owner’s Representative Name &amp; Title:</b> <i>(Should be the person for day-to-day contact and does not need to be the signee of the Agreement.)</i>	Jane Doe, Medical Director
<b>Private (non-governmental) Facility?</b>	<input checked="" type="checkbox"/> Yes      No
<b>Governmental Facility?</b>	Yes <input checked="" type="checkbox"/> No
<b>Federal Tax ID:</b>	123456789

Owner and the Intersocietal Accreditation Commission, Inc. (“IAC”) agree to amend the terms of the Business Associate Agreement as follows:



- 1. Permitted Uses.** IAC is permitted to 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) and for proper management and administration of IAC or to carry out its legal responsibilities. IAC may de-identify protected health information.
- 2. Notice of Unauthorized Use or Disclosure.** If IAC discovers an unauthorized use or disclosure, then IAC will have ten (10) business days from the date of discovery within which to inform Owner in writing.
- 3. Accounting.** If Owner desires an accounting of uses and disclosures, then Owner shall give written notice to IAC and IAC will have ten (10) business days after receipt of the notice to make available the accounting to Owner.
- 4. Termination.** Following termination, IAC may 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. IAC shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 for as long as IAC retains this protected health information.
- 5. Confidential Information.** IAC is not required to disclose the identity of its application reviewers, any work product prepared by application reviewers or site visit representatives, or any other confidential or proprietary information regarding IAC’s accreditation or other quality review processes.

6. Indemnification. IAC’s indemnification obligations extend only to third party claims and only to the extent that the claim arises out of an actual breach of this Business Associate Agreement by IAC.

7. Red Flags Rules. IAC is not required to implement an identity theft protection program. The Red Flag Rules set forth at 16 CFR §681.2 et seq. are not applicable to IAC by virtue of this transaction because IAC will not provide services in connection with an account maintained by the Owner that permits patients to make multiple payments for services rendered.

8. Conflict. Except as modified by this Addendum, the provisions of the Business Associate Agreement remain in full force and effect. If a provision of this Addendum conflicts with a provision in the Business Associate Agreement, the provision of this Addendum will control.

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

<b>Intersocietal Accreditation Commission ("IAC")</b>	<b>Facility’s Full Legal Name: ABC Facility ("Facility")</b>
	<i>Electronically attested (11/30/21) by user id 'jdoe' on behalf of the below authorized representative.</i>
By:  	By:  
	Name: Jane Doe
Title: Administrative Coordinator	Title: Medical Director
Date: 11/30/21	Date: 11/30/21