



HIPAA Business Associate Agreement

Instructions

HIPAA AND COLA ACCREDITATION

The Health Insurance Portability and Accountability Act (HIPAA) requires laboratories to enter into written agreements with their business associates, defined as any entity that may have access to protected health information (PHI) as a result of services provided to the laboratory.

Since the COLA accreditation program includes an onsite visit and review of records and documentation, COLA falls into the definition of a Business Associate. It is therefore necessary that COLA accredited laboratories enter into a Business Associate Agreement with COLA.

For your convenience, COLA has a model agreement that can be used for HIPAA compliance purposes. If you are accredited by COLA, then we urge you to use the model agreement. If your organization has its own Business Associate Agreement, please submit that to COLA for signature.

INSTRUCTIONS:

COLA's sample Business Associate Agreement is attached. Sign it and send it to the address below. Provide your name, address, and a contact person and a completed copy will be returned to you. All COLA laboratories should also include their COLA ID on the bottom of the form along with a self-addressed, stamped envelope.

COLA
HIPAA Compliance Department
9881 Broken Land Parkway, Suite 200
Columbia, MD 21046-1195

You may also request a written or fax copy through COLA's Information Resource Center at (800) 981-9883.

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9881 Broken Land Parkway Suite 200 Columbia, Maryland 21046- 1195 Phone 410.381.6581 Fax
410.381.8611 www.cola.org
Information Resource Center: 800-981-9883



BUSINESS ASSOCIATE AGREEMENT

In order to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and implementing regulations, 45 C.F.R. Parts 160 and 164, COLA and _____ ("Provider") agree as follows:

1. **Permitted Uses and Disclosures For Accreditation Purposes.** To the extent that, in the course of inspecting the laboratory facilities at Provider, COLA gains access to "protected health information" as defined in 45 C.F.R. § 164.501, COLA may use and disclose such Protected Health Information ("PHI") as necessary to evaluate the Provider for accreditation purposes.
2. **Permitted Uses and Disclosures For Other Purposes.** COLA may use PHI as necessary for the proper management and administration of COLA or to carry out COLA's legal responsibilities. COLA may disclose such information to third parties for these purposes only if (A) the disclosure is required by law; or (B) COLA obtains reasonable assurances from the recipient of the PHI that (1) the information will be held in confidence and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (2) the recipient will notify COLA of any breach in the confidentiality of the information.
3. **Prohibited Uses and Disclosures.** COLA shall not use or disclose such PHI except as the Provider itself may. COLA shall use and disclose PHI only to the extent necessary for a permitted purpose.
4. **Compliance with Privacy Standards.** COLA shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
5. **Safeguards.** COLA shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
6. **Reporting.** COLA shall report to the Provider any use or disclosure of PHI which is not provided for by this Agreement of which COLA becomes aware.
7. **Subcontractors.** COLA shall allow individuals who are the subjects of the PHI to inspect and copy their information in the possession of COLA if Provider does not also maintain such information.
8. **Access by Individuals.** COLA shall allow individuals who are the subjects of the PHI to inspect and copy their information in the possession of COLA if Provider does not also maintain such information.
9. **Amendment of PHI.** COLA shall make available the PHI for amendment and shall incorporate amendments to the PHI upon notification by Provider that such information requires amendment.



10. **Accountings of Disclosures.** If COLA discloses the PHI to any third party, COLA shall make available to Provider the information that is necessary for the Provider to provide an accounting of disclosures to a requesting individual.
11. **Access by Department of Health and Human Services.** COLA shall make its internal practices, books, and records relating to the use and disclosure of the PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the Provider's compliance with the HIPAA privacy regulations.
12. **Termination.** This Agreement shall terminate when Provider no longer utilizes COLA to inspect its laboratory facilities. Provider may terminate its relationship with COLA if it determines that COLA has violated a material term of this Agreement. The rights and responsibilities of COLA under this Agreement shall survive termination.
13. **Return or Destruction of Information.** Upon termination of its relationship with Provider, COLA shall, if feasible, return or destroy all of the PHI that COLA still maintains in any form and shall retain no copies of such information. If such return or destruction is not feasible, COLA shall extend the protections of this Agreement to the PHI and shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
14. **Amendment.** The parties shall modify this Agreement to bring it into compliance with any changes in HIPAA or the HIPAA privacy regulations that are made after the date of execution of this Agreement.
15. **Interpretation.** Any ambiguity in this Agreement shall be resolved in a manner that brings the Agreement into compliance with the then most current version of HIPAA and the HIPAA privacy regulations.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the _____ day of _____, 20__.

Provider

COLA

COLA ID No. _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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