

Medical Education Institute, Inc.
HIPAA Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is made and entered into by and between the organization who wishes to access KDQOL-Complete™ (“Covered Entity”) and Medical Education Institute, Inc., a Wisconsin non-stock/non-profit corporation (“Business Associate”) (collectively, the “Parties”).

RECITALS

- A. The entity entering this agreement is a “covered entity” as defined in C.F.R. § 160.103.
- B. Medical Education Institute, Inc. performs data analysis and management services for or on behalf of Covered Entity that involves the use or disclosure of Protected Health Information.
- C. The purpose of this Agreement is to satisfy certain requirements of the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), the Health Insurance Technology for Economic and Clinical Health Act of 2009 (“HITECH”) and the implementing regulations of HIPAA and HITECH.

IN CONSIDERATION of the above recitals and covenants contained in this Agreement, the Parties agree as follows:

1. Definitions.

a. Catch-all definition:

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

b. Specific definitions:

- i. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Medical Education Institute, Inc.
- ii. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103.
- iii. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- iv. Services Agreement. “Services Agreement” shall mean the Medical Education Institute, Inc. Services and Data Use Agreement.

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 this Agreement, the Services Agreement, or as required by law.
- 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 this Agreement or the Services Agreement.
- c. Report to covered entity any use or disclosure of protected health information not provided for by this Agreement or the Services 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, 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. Given the nature of the services provided, there should be no need for Business Associate to make available protected health information to either the covered entity or an individual, in order for the Covered Entity to satisfy its obligations under 45 CFR 164.524. Should the Business Associate receive a direct request to access health information from an individual, the Business Associate will respond to the request by the request to the Covered Entity to fulfill.
- f. Given the nature of the services provided, there should be no need for Business Associate to make any amendment 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 to take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526. If an individual patient should contact the Business Associate to request an amendment, the business associate will forward the individual's request to the covered entity as soon as practicable.
- g. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528. If the Business Associate receives a request for an accounting of disclosures from an individual patient, Business Associate will forward the request to the Covered Entity to fulfill.
- 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).

- 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 use or disclose protected health information as necessary to perform the services set forth in the Services Agreement.
- b. Business associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c) and use the de-identified information for purposes consistent with the Services Agreement.
- c. Business associate may use the protected health information to create a Limited Data Set and use the Limited Data Set only as consistent with 45 CFR 164.514(e) and only for purposes of research, public health or health care operations.
- d. Business associate may use or disclose protected health information as required by law.
- e. Business associate agrees to make uses and disclosures and requests for protected health information consistent with HIPAA minimum necessary requirements.
- f. 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.
- g. 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.
- h. 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 instances of which it is aware in which the confidentiality of the information has been breached.
- i. Business associate may provide data aggregation services relating to the health care operations of the covered entity.

4. 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.

5. **Term and Termination.**

- a. Term. The Term of this Agreement shall be effective coterminous to the effective dates of the Services Agreement, and shall terminate when the Services Agreement terminates or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- b. Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.
- c. Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal and contractual responsibilities;
 2. 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 business associate retains the protected health information;
 3. 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 section 3 which applied prior to termination; and
 4. 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 or contractual responsibilities.
- d. Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

6. **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. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- c. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

- d. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of Wisconsin excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall rest exclusively with the state and federal courts of Wisconsin.

By accessing or using KDQOL-Complete, you agree to be bound by the terms and conditions of the Medical Education Institute, Inc. HIPAA Business Associate Agreement. Further, in agreeing to accept the terms and conditions, you represent that you are authorized to enter into such agreements on behalf of the covered entity.

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