



ASLI Business Associate Agreement (BAA)

HIPPA Subcontractor Terms

As a subcontractor of American Sign Language, Inc. (ASLI),

I, _____, agree to:

- (a) Not use or disclose protected health information other than as permitted or required by the 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 the Agreement;
- (c) Report to ASLI any use or disclosure of protected health information not provided for by the Agreement of which I become aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which I become aware;
- (d) Make available protected health information in a designated record set to ASLI as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- (e) Make any amendment(s) 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 take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (f) 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;
- (g) To the extent the subcontractor is to carry out one or more of ASLI's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to ASLI in the performance of such obligation(s); and
- (h) Make internal practices, books, and records available to the Secretary and/or ASLI for purposes of determining compliance with the HIPPA Rules.

Permitted Uses and Disclosures by Subcontractor

- (a) The subcontractor may only use or disclose protected health information as necessary to perform the services set forth in the ASLI Interpreter Agreement, including providing requested information on all timesheets.
- (b) Subcontractor may use or disclose protected health information as required by law.
- (c) Subcontractor agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (d) Subcontractor 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
- (e) Subcontractor 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, 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 use 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.



Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) ASLI shall notify subcontractor of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- (b) ASLI shall notify subcontractor 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 business associate's use or disclosure of protected health information.
- (c) ASLI shall notify subcontractor of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect subcontractor's use or disclosure of protected health information.

Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the subcontractor's first assignment, and shall terminate upon notification from ASLI, or on the date ASLI terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) Termination for Cause. The subcontractor authorizes termination of this Agreement by ASLI, if ASLI determines the subcontractor has violated a material term of the Agreement [and subcontractor has not cured the breach or ended the violation within the time specified by ASLI].
- (c) Obligations of Subcontractor Upon Termination. Upon termination of this Agreement for any reason, subcontractor shall destroy all protected health information received from ASLI or covered entity, or created, maintained, or received by subcontractor on behalf of ASLI, that the subcontractor still maintains in any form. Subcontractor shall retain no copies of the protected health information.
- (d) Survival. The obligations of subcontractor under this Section shall survive the termination of this Agreement.

Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPPA 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 HIPPA Rules and any other applicable law.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPPA Rules.



Personal Beliefs

I understand that my answer to the following statements will have no impact on which assignments I am deemed qualified for, except in the situation in which an interpreter with matching beliefs is requested. I understand that my beliefs will not be shared with anyone outside of the personnel necessary to assign an interpreter in such a situation. Please initial next to the appropriate statement.

_____ I object to providing interpreting services for situations in which life-sustaining treatment will be withdrawn and/or voluntary pregnancy termination will occur.

_____ I do not object to providing interpreting services for situations in which life-sustaining treatment will be withdrawn and/or voluntary pregnancy termination will occur.

Signature: _____

Print name: _____

Date: _____