



## CAREGIVER BUSINESS ASSOCIATE HIPAA AGREEMENT

### About This Agreement

- Professional Caregivers or Business Associates work very hard to follow HIPAA terms, but there are times when situations or terms can be confusing.
- By having access to a client's private health information, you are now a "business associate" under the Health Insurance Portability and Accountability Act ("HIPAA"), and must follow that law.
- This Agreement has been created to ensure that you agree to follow all terms of HIPAA.

### About HIPAA

The U.S. Congress passed **HIPAA** in 1996. The main goal of HIPAA is to **protect a person's privacy** and **ensure that all health-related information and documents are kept confidential**. The law was changed in 2013 and has some very important new requirements.

### TERMS of this Agreement

This Caregiver Business Associate HIPAA Agreement is made on \_\_\_\_\_, 20\_\_

between Aaron's Home Care and

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(Caregiver Name and Address)

**By signing this document, you are agreeing to the terms listed below and on the attached Exhibit A. If you fail to follow these terms, you run the risk of serious fines and penalties.**

- 1. You understand that you are seen as a "business associate" as that term is defined by HIPAA, and that Aaron's Home Care is a "covered entity" as that term is defined by HIPAA.**
- 2. You agree to protect all client health information from:**
  - **Misuse, disclosure, discussion or publication that does not meet HIPAA terms**
  - **Access by any parties outside of approved business partners and people with whom the client tells you in writing you may communicate.**
- 3. You agree to help correct any harm that results from misuse or sharing of protected health information by you, Aaron's Home Care, your peers and any other business partners – even if misuse was not done on purpose.**
- 4. You agree to follow all HIPAA terms, including the terms outlined in the attached document – called "Exhibit A". All terms in "Exhibit A" will be enforced.**



5. You agree that you will be fully responsible to all Aaron's Home Care owners, directors and office staff for all losses, claims, demands, damages, actions, liability, expenses or costs that occur if your actions do not comply with HIPAA.

IN WITNESS WHEREOF, this Agreement has been signed by Aaron's Home Care and the Business Associate (caregiver):

**Aaron's HOME CARE**

**BUSINESS ASSOCIATE**

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**  
**HIPAA BUSINESS ASSOCIATE COMPLIANCE PROVISIONS**

The following terms shall have the same meaning as those terms have in HIPAA:

- Covered Entity
- HIPAA Rules
- Breach
- Data Aggregation
- Designated Record Set
- Disclosure
- Health Care Operations
- Individual
- Minimum Necessary
- Notice of Privacy Practices
- Protected Health Information
- Required By Law
- Secretary
- Security Incident
- Subcontractor
- Unsecured Protected Health Information, Use

**Caregiver agrees 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 (which can be found at [http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title45/45cfr164\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title45/45cfr164_main_02.tpl))** 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) **Immediately report to Aaron's Home Care any use or disclosure of protected health information not provided for by the 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; bear full cost of and responsibility for any and all breach notifications required by HIPAA in connection with such improper use or disclosure; and fully indemnify Aaron's Home Care for any penalties or damages associated with such improper use or disclosure;

(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 CAREGIVER agree to the same restrictions, conditions, and requirements that apply to CAREGIVER with respect to such information;**

(e) **Make available protected health information in a designated record set to Aaron's Home Care as necessary to satisfy Aaron's Home Care obligations** under 45 CFR 164.524;

(f) **Make any amendment(s) to protected health information in a designated record set as directed or agreed to by Aaron's Home care pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Aaron's Home Care obligations** under



45 CFR 164.526;

(g) **Maintain and make available the information required to provide an accounting of disclosures** as necessary to satisfy Aaron's Home Care obligations under 45 CFR 164.528;

(h) To the extent CAREGIVER is to carry out one or more of AHC obligation(s) under Subpart E of 45 CFR Part 164, **comply with the requirements of Subpart E that apply to AHC in the performance of such obligation(s);** and

(i) **Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.**

#### **Permitted Uses and Disclosures by CAREGIVER**

(a) **CAREGIVER may only use or disclose protected health information as necessary to perform the Services.** CAREGIVER is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) **CAREGIVER may use or disclose protected health information as required by law.**

(c) CAREGIVER agrees to **make uses and disclosures and requests for protected health information consistent with AHC minimum necessary policies and procedures.**

(d) **CAREGIVER may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by AHC.**

**AHC shall not request Caregiver 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 AHC.**