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ASEBA®

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Version: 1.4
Last Updated: February 15, 2023

ADDENDUM TO RESEARCH CENTER FOR CHILDREN, YOUTH, & FAMILIES, INC. (RCCYF) LICENSE FOR WEB-BASED APPLICATIONS (COVERING THE HIPAA and HITECH ACT)

I. Introduction

A “business associate” is a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information (PHI). The HIPAA Rules generally require that covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard protected health information.

The business associate contract also serves to clarify and limit, as appropriate, the permissible uses and disclosures of protected health information by the business associate, based on the relationship between the parties and the services being performed by the business associate. A business associate may use or disclose protected health information only as permitted or required by its business associate contract or as required by law.

II. Definitions

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, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall 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 Research Center for Children, Youth and Families, Inc. (RCCYF).

(b) Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the purchaser of the RCCYF Web-Based Application(s).

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

III. 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 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 Covered Entity 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;
- 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) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- f) If the Business Associate receives a written request for protected health information directly from the client of the Covered Entity, the Business Associate shall forward the request to the Covered Entity within 15 business days;
- g) 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;
- h) 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;
- i) 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); and
- j) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

IV. Permitted Uses and Disclosures by Business Associate

- a) Business Associate may only use or disclose protected health information, as necessary to perform the services set forth in the RCCYF License for Web-Based Applications.

- b) Business Associate may use or disclose protected health information as required by law.
- c) 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.

V. 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.

VI. Term and Termination

- a) Term.
The Term of this Agreement shall be effective as of the date of purchase of the RCCYF product, and shall terminate on non-renewal or non-payment of annual subscription for the RCCYF Web-Based Application(s), 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 60 days of the discovery of the breach or violation.
- c) Obligations of Business Associate upon Termination.
Upon termination of this Agreement for any reason including non-renewal or non-payment of subscription service, the Covered Entity is responsible for deleting all its data and **sending written notice to the Business Associate**. Within 15 business days after receipt of notification, the Business Associate shall destroy all protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the protected health information.
- d) Survival. After the deletion of Covered Entity's PHI data, the obligations of Business Associate and Covered Entity under this Section shall **not** survive the termination of this Agreement.