



Business Associate Agreement

Prepared for:

Prepared by:

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the "BAA") is made entered into as of _____ by and between _____, with a mailing address of _____ (hereinafter referred to as the "Covered Entity") and _____, with a mailing address of _____ (herein after referred to as the "Business Associate"), collectively referred to as the "Parties," both of whom agree to be bound by this Agreement.

1. Term. This Agreement shall remain in effect for the duration of this Agreement and shall apply to all of the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.

2. HIPAA Assurances. In the event the Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information (hereinafter referred to as the "PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations (herein referred to as the "HIPAA") and otherwise meets the definition of the Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), the Business Associate shall:

- Recognize that the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) and the regulations thereunder (including 45 CFR Sections 164.310, 164.312, 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the Covered Entity;
- Not use or further disclose the PHI, except as permitted by law;
- Not use or further disclose the PHI in a manner that had the Covered Entity done so, would violate the requirements of HIPAA;
- Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
- Comply with each applicable requirement of 45 CFR Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;
- Report promptly to the Covered Entity any security incident or other use or disclosure of PHI not provided for by this Agreement of which the Business Associate becomes aware.
- Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other formats) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;
- Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
- Account for PHI disclosures for up to the past _____ years as requested by the Covered entity, which shall include:
 - Dates of the disclosure;
 - Names of the entities or persons who received the PHI;

- A brief description of the PHI disclosed; and
- A brief statement of the purpose and basis of such disclosure.
- Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA;
- Incorporate any amendments or corrections to PHI when notified by a Customer or enter into the Business Associate Agreement or other necessary Agreements to comply with HIPAA.

3. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, the Covered Entity may immediately terminate this Agreement if it determines that the Business Associate breaches any term in this Agreement. Alternatively, the Covered Entity may give written notice to the Business Associate in the event of a breach give the Business Associate _____ business days to cure such breach. The Covered Entity shall also have the option to immediately stop all further disclosures of PHI to the Business Associate if the Covered Entity reasonably determines that the Business Associate has breached its obligations under this Agreement.

In the event that termination of this Agreement and the Agreement is not feasible, the Business Associate hereby acknowledges that the Covered Entity shall be required to report breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

4. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by the Covered Entity, the Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by the Business Associate on behalf of the Covered Entity in which the Business Associate maintains in any form. The Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, the Business Associate shall provide to the Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for the Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration such PHI shall be used or disclosed solely as permitted by law for so long as the Business Associate maintains such Protected Health Information.

5. No Third-Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third-party beneficiaries.

6. De-Identified Data. Notwithstanding the provision of this Agreement, the Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

7. Amendment. The Business Associate and the Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information.

All such amendments shall be made in a writing signed by both parties.

8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations

9. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

10. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

11. Governing Law. The Parties agree that this Agreement shall be governed by the laws of _____.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Printed Name of Covered Entity Representative

Printed Name of Business Associate

Signature of Covered Entity Representative

Signature of Business Associate

Date

Date