**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") is made and entered into as of [Insert Date] (the "Effective Date") by and between:

**Covered Entity:**

[Insert Covered Entity Name]

[Insert Address]

[Insert City, State, Zip Code]

**Business Associate:**

[Insert Business Associate Name]

[Insert Address]

[Insert City, State, Zip Code]

**RECITALS**

WHEREAS, Covered Entity is a healthcare provider that provides certain services to its patients and is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations;

WHEREAS, Business Associate provides certain services to Covered Entity that may involve the use or disclosure of Protected Health Information ("PHI");

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and security of PHI in accordance with HIPAA and other applicable laws.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### **1. Definitions**

For purposes of this Agreement, the following terms shall have the meanings ascribed to them:

* 1. **"Protected Health Information" (PHI):** Shall have the same meaning as defined in 45 C.F.R. § 160.103.

**1.2 "HIPAA":** The Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder, including 45 C.F.R. Parts 160, 162, and 164.

**1.3 "Business Associate":** Refers to the entity that performs certain functions or activities on behalf of, or provides certain services to, the Covered Entity that involve the use or disclosure of PHI.

**1.4 "Covered Entity":** Refers to the healthcare provider that is a party to this Agreement and is subject to HIPAA.

### **2. Obligations of the Business Associate**

**2.1 Use and Disclosure of PHI:** Business Associate agrees to use or disclose PHI only as necessary to perform the services outlined in the underlying service agreement, or as required by law.

**2.2 Safeguards:** Business Associate shall implement appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI.

**2.3 Subcontractors:** Business Associate shall ensure that any subcontractors or agents to whom it provides PHI agree to the same restrictions and conditions that apply to the Business Associate under this Agreement.

**2.4 Reporting of Breaches:** Business Associate shall report to Covered Entity any use or disclosure of PHI not authorized by this Agreement of which it becomes aware, including any breach of unsecured PHI as defined by HIPAA.

**2.5 Access to PHI:** Business Associate shall make PHI available to Covered Entity as necessary to satisfy Covered Entity's obligations under HIPAA.

**2.6 Amendment of PHI:** Business Associate shall make any amendments to PHI as directed by Covered Entity, to allow Covered Entity to fulfill its obligations to individuals under HIPAA.

### **3. Obligations of the Covered Entity**

**3.1 Permitted Uses and Disclosures:** Covered Entity shall provide Business Associate with the necessary permissions to use or disclose PHI as permitted under this Agreement.

**3.2 Notice of Privacy Practices:** Covered Entity shall provide Business Associate with its Notice of Privacy Practices, as required under HIPAA, and inform Business Associate of any changes to such notice.

**3.3 Limitation of PHI Disclosure:** Covered Entity shall limit the PHI disclosed to Business Associate to the minimum necessary to accomplish the intended purpose.

### **4. Term and Termination**

**4.1 Term:** This Agreement shall commence on the Effective Date and shall continue until terminated by either party in accordance with this Agreement.

**4.2 Termination for Cause:** Either party may terminate this Agreement if the other party violates a material term of this Agreement and does not cure the violation within [insert time period, e.g., 30 days] of receiving written notice of such violation.

**4.3 Effect of Termination:** Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. If return or destruction is not feasible, Business Associate shall continue to protect the PHI in accordance with this Agreement.

### **5. Miscellaneous**

**5.1 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State], without regard to its conflict of law provisions.

**5.2 Amendments:** This Agreement may only be amended or modified by a written agreement signed by both parties.

**5.3 Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**5.4 Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

**Covered Entity:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [Insert Name]

Title: [Insert Title]

Date: [Insert Date]

**Business Associate:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [Insert Name]

Title: [Insert Title]

Date: [Insert Date]