Business Associate Agreement

1. Parties of Agreement

This Business Associate Agreement (shall be referred as "**BAA**" hereinafter) has been signed by and between the following parties as of the date of _____;

Covered Entity	Business Associate

WHAEREAS the **Covered Entity** shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and **Business Associate** shall generally have the same meaning as the term “business associate” at 45 CFR 160.103.

“HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Obligations and Activities of Business Associate

Under this Agreement, the Business Associate agrees, declares and undertakes;

- Not to use or disclose protected health data except as permitted by this Agreement or applicable law, and required by law;

- Take all necessary technical measures to ensure cyber security and with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

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- 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, and any security incident of which it becomes aware;

- To report any breaches to the Covered Entity, including the scope of the breach;

- Make available protected health information in a designated record set to the Covered entity as necessary to satisfy Covered Entity’s obligations;

- Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity, or take other measures as necessary to satisfy covered entity's obligations;

- 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;

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

3. Permitted Uses and Disclosures by Business Associate

Business associate may only use or disclose protected health information in specific occasions listed below;

The Business Associate may use or disclose protected health information as required by law.

The Business Associate agrees to make uses and disclosures and requests for protected health information consistent with the Covered Entity’s minimum necessary policies and procedures.

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4. Term and Termination

The Term of this Agreement shall be effective as of _____, and shall terminate on _____ .

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 the time given by Covered Entity.

Upon termination of this Agreement for any reason, Business Associate shall return to covered entity or, if agreed to by covered entity, 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.

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

Covered Entity shall notify business associate of any limitation(s) in the notice of privacy practices of Cover Entity under applicable law, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

Covered Entity shall notify business associate 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.

6. Miscellaneous

- **Regulatory References** - A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

- **Interpretation** - Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

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- **Amendments** - Any amendments or variation to this Agreement shall be in writing with the mutual consent of both parties. 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 HIPAA Rules and any other applicable law.

- **Assignment -** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties.

The parties executing this Agreement represents and warrants that they have full corporate authority to do so.

Business Associate

Covered Entity

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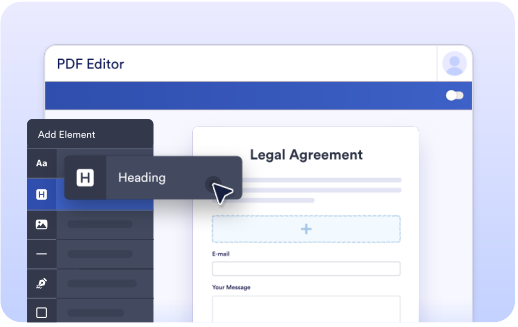
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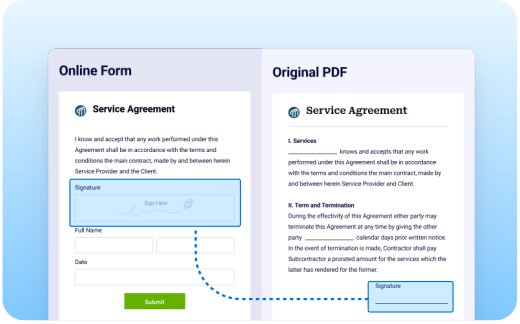
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