



HIPPA BUSINESS ASSOCIATE AGREEMENT FOR PROTECTED HEALTH INFORMATION

This Business Associate Agreement effective on _____, 20__ is entered into by and between _____ (the "Business Associate") and _____ (the "Covered Entity").

A. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information ("protected health information") published on December 28, 2000 by the Secretary of the U.S. Department of Health and Human Services ("HHS") to amend 45 C.F.R. Part 160 and Part 164 (the "Privacy Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

B. This Agreement sets forth the terms and conditions pursuant to which protected health information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity will be handled.

1. **Services.** The Business Associate provides services for the Covered Entity that involve the use and disclosure of protected health information.
2. **Responsibilities of Business Associate.** With regard to its use and/or disclosure of protected health information, the Business Associate hereby agrees to safeguard all protected health information from misuse of any and all kinds as required by law.
 - (a) Use and/or disclose the protected health information only as permitted or required by this Agreement or as otherwise required by law;
 - (b) Use reasonable efforts to maintain the security of the protected health information and to prevent unauthorized use and/or disclosure of such protected information
 - (c) Assist the Covered Entity comply with the Business Associate's duties to offer individuals access to health information and a history of certain disclosures.
 - (d) Advise the Covered Entity when any breach or violation have occurred.
 - (e) Return to the Covered Entity or destroy, as instructed by the Covered Entity, within _____ days of the termination of this agreement, all protected health information in Business Associate's possession and retain no copies or back-up tapes.

3. Term and Termination.

- (a) **Term.** This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the parties have been met unless terminated as provided herein or by mutual agreement of the parties.
- (b) **Termination.** The Covered Entity may immediately terminate this Agreement and any related service Agreement if it determines that the Business Associate has breached a material provision of this Agreement. Alternatively, the Covered Entity may challenge the Business Association with five (5) days written notice of the existence of an alleged material breach; the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the Agreement. If termination is not feasible, the Covered Entity shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the Service Agreement.

Business Associate

_____ By: _____

Title: _____ Date: _____

Covered Entity

_____ By: _____

Title: _____ Date: _____