

# BUSINESS ASSOCIATE AGREEMENT

Parties: \_\_\_\_\_

## Covered Entities Information:

Name of Covered Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Business Associate Information:

Name of Business Associate: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

### 1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations at 45 CFR Parts 160 and 164, including the Privacy Rule and the Security Rule.

### 2. Obligations and Activities of Business Associate

Business Associate agrees to not use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than permitted by this Agreement, including implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI it creates, receives, maintains, or transmits.

### 3. Permitted Uses and Disclosures by Business Associate

Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate HIPAA if done by Covered Entity.

### 4. Prohibited Uses and Disclosures

Business Associate shall not use or disclose PHI in a manner that would violate HIPAA if done by the Covered Entity, except as permitted herein or as required by law.

### 5. Safeguards

Business Associate shall implement administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI as required under HIPAA.

### 6. Reporting

Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 CFR 164.410, and any security incidents of which it becomes aware.

## **7. Subcontractors**

Business Associate shall ensure that any subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

## **8. Access to PHI**

Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual to meet the requirements under 45 CFR 164.524.

## **9. Amendment of PHI**

Business Associate shall make any amendments to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526.

## **10. Accounting of Disclosures**

Business Associate shall document disclosures of PHI and provide an accounting of disclosures to Covered Entity or an Individual as required under HIPAA.

## **11. Availability of Books and Records**

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA.

## **12. Term and Termination**

This Agreement shall be effective as of the effective date of the Agreement between the parties and shall terminate when all PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity, or if return or destruction is not feasible, protections remain in place.

## **13. Termination for Cause**

Covered Entity may terminate this Agreement if it determines Business Associate has violated a material term of this Agreement and Business Associate fails to cure such breach within thirty (30) days of notice.

## **14. Effect of Termination**

Upon termination, Business Associate shall return or destroy all PHI received from Covered Entity. If return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures.

## **15. Miscellaneous**

No amendment or modification of this Agreement shall be valid unless in writing signed by both parties. If any provision is found invalid, the remainder shall remain in full force and effect.

## **16. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State applicable to the Covered Entity.

## **17. Regulatory References**

Any reference to a regulatory section means the section as in effect or as amended.

## **18. Survival**

The respective rights and obligations of Business Associate under Section 14 shall survive the termination of this Agreement.

**19. Interpretation**

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

**20. Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

**COVERED ENTITY AUTHORIZED SIGNATURE    BUSINESS ASSOCIATE AUTHORIZED SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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