

Sample Business Associate Agreement (BAA)

This Business Associate Agreement (the 'Agreement') is entered into by and between:

Covered Entity: [Name of Healthcare Provider or Practice]

Business Associate: [Name of Business Associate/Vendor]

Effective Date: _____

1. Definitions

- a. 'Protected Health Information' (PHI) means individually identifiable health information that is transmitted or maintained in any form or medium, as defined in 45 CFR § 160.103.
- b. 'Business Associate' means a person or entity that performs functions or activities on behalf of, or provides certain services to, a Covered Entity that involves the use or disclosure of PHI.
- c. 'Covered Entity' refers to the healthcare provider/practice listed above.

2. Obligations of the Business Associate

- Use or disclose PHI only as permitted or required by this Agreement or as required by law.
- Use appropriate safeguards to prevent unauthorized use or disclosure of PHI.
- Report any use or disclosure not provided for by this Agreement, including breaches of unsecured PHI.
- Ensure that subcontractors who receive PHI agree to the same restrictions and conditions.
- Provide access to PHI to the Covered Entity or individual as required under HIPAA.
- Make PHI available for amendment and incorporate any amendments as directed by the Covered Entity.
- Document disclosures of PHI and make that information available for accounting of disclosures.
- Make internal practices, books, and records available to the Secretary of Health and Human Services upon request.

3. Permitted Uses and Disclosures by Business Associate

The Business Associate may use or disclose PHI only as necessary to perform services for the Covered Entity, provided such use or disclosure would not violate HIPAA if done by the Covered Entity.

4. Term and Termination

This Agreement shall remain in effect until terminated by either party. Upon termination, the Business Associate shall return or destroy all PHI received from the Covered Entity, if feasible.

5. Miscellaneous

This Agreement may not be modified except in writing signed by both parties. If any part of this Agreement is found to be invalid, the remainder shall remain in effect.

IN WITNESS WHEREOF

The parties agree to the terms of this Business Associate Agreement as of the Effective Date.

Covered Entity:

Signature: _____

Name: _____

Title: _____

Date: _____

Business Associate:

Signature: _____

Name: _____

Title: _____

Date: _____

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