

## **BUSINESS ASSOCIATE AGREEMENT - CHARTARA LABS**

*Effective Date: June 4<sup>th</sup>, 2025*

This Business Associate Agreement ("Agreement") is entered into between you, the healthcare professional ("Covered Entity"), and Chartara Labs ("Business Associate").

### **1. DEFINITIONS**

Terms used in this Agreement shall have the meanings assigned to them in the HIPAA Privacy Rule (45 CFR Parts 160 and 164).

- **"Protected Health Information" (PHI)** means individually identifiable health information transmitted or maintained by Business Associate on behalf of Covered Entity
- **"Required by Law"** means a mandate contained in law that compels an entity to make a use or disclosure of PHI
- **"Secretary"** means the Secretary of the Department of Health and Human Services or designee

### **2. PERMITTED USES AND DISCLOSURES**

**Business Associate may use and disclose PHI only to:**

- Provide the healthcare analytics platform services as specified in the Terms of Service
- Perform functions, activities, or services as specified in our service agreement
- Comply with legal requirements

**Business Associate may NOT:**

- Use or disclose PHI for any purpose other than providing our platform services
- Use PHI for Business Associate's own marketing purposes
- Sell PHI or receive remuneration in exchange for PHI
- Combine PHI with other information except as permitted by this Agreement

### **3. SAFEGUARDS**

Business Associate agrees to:

- Implement appropriate administrative, physical, and technical safeguards to protect PHI
- Ensure PHI is encrypted both in transit and at rest
- Maintain access controls limiting PHI access to authorized personnel only
- Conduct regular security assessments and updates
- Train all workforce members on HIPAA compliance requirements

### **4. REPORTING REQUIREMENTS**

Business Associate will:

- Report any suspected or actual breach of PHI within 24 hours of discovery
- Provide all information necessary for Covered Entity to meet breach notification requirements
- Assist in any breach investigation and mitigation efforts
- Maintain documentation of all security incidents

## **5. ACCESS AND AMENDMENT RIGHTS**

Business Associate agrees to:

- Provide access to PHI when requested by Covered Entity for individual access requests
- Make amendments to PHI as directed by Covered Entity
- Maintain logs of all PHI access and modifications
- Provide accounting of disclosures when requested

## **6. MINIMUM NECESSARY**

Business Associate will:

- Limit uses and disclosures of PHI to the minimum necessary to accomplish the intended purpose
- Request only the minimum amount of PHI necessary to provide services
- Implement policies limiting access to PHI based on job responsibilities

## **7. SUBCONTRACTORS**

If Business Associate uses subcontractors that will have access to PHI:

- Business Associate will ensure subcontractors agree to the same restrictions as this Agreement
- All subcontractors will sign appropriate Business Associate Agreements
- Business Associate remains liable for subcontractor compliance

### **Current HIPAA-Compliant Subcontractors:**

- Amazon Web Services (AWS) - Cloud hosting and data storage
- [Additional subcontractors will be disclosed as added]

## **8. TERMINATION**

**This Agreement terminates when:**

- The Terms of Service agreement is terminated
- Either party provides 30 days written notice

- There is a material breach that cannot be cured within 30 days

**Upon termination:**

- Business Associate will return or destroy all PHI within 30 days
- If return or destruction is not feasible, Business Associate will extend protections indefinitely
- Business Associate will provide certification of destruction or continued protection

## **9. BREACH CONSEQUENCES**

If Business Associate breaches this Agreement:

- Covered Entity may immediately terminate this Agreement
- Business Associate will bear all costs associated with breach notification and remediation
- Business Associate will cooperate fully with any regulatory investigations

## **10. COMPLIANCE CERTIFICATION**

Business Associate certifies that:

- All workforce members are trained on HIPAA requirements
- Appropriate technical safeguards are implemented and maintained
- Business Associate maintains cyber liability insurance
- Regular risk assessments are conducted and documented

## **11. REGULATORY CHANGES**

This Agreement will be amended as necessary to comply with changes in HIPAA regulations or other applicable privacy laws. Business Associate will notify Covered Entity of any required changes within 30 days.

## **12. INDIVIDUAL RIGHTS**

Business Associate acknowledges that individuals have rights under HIPAA including:

- Right to access their PHI
- Right to request amendments
- Right to request restrictions on use/disclosure
- Right to file complaints

Business Associate will assist Covered Entity in meeting these individual rights requests.

## **13. CONTACT INFORMATION**

**For Business Associate Agreement matters: Email: [ChartaraLabs@gmail.com](mailto:ChartaraLabs@gmail.com)**

**Phone:** 315-278-1649

**BY USING CHARTARA LABS SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS BUSINESS ASSOCIATE AGREEMENT.**