

Business Associate Agreement (Draft)

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

- Covered Entity: [Healthcare Provider / Dental Practice Name] ("Covered Entity")
- Business Associate: Smart Sync, provider of Connector App ("Business Associate")

Effective Date: [Insert Date]

1. Purpose

This Agreement is required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the HITECH Act, to ensure appropriate safeguarding of Protected Health Information ("PHI") that Business Associate transmits on behalf of Covered Entity.

2. Definitions

- **PHI:** Protected Health Information as defined in 45 CFR §160.103.
- **Scope of PHI Handled by Business Associate:**
Business Associate transmits, but does not store or retain, the following PHI from Covered Entity's Practice Management System (PMS) to Customer Relationship Management (CRM) platforms:
 - Patient Identifiers: First Name, Last Name, Email, Phone, Birthdate, Address
 - Appointment Information: Appointment dates and times

- **Non-PHI Data:**

Business Associate may also transmit or display the following information, which is not linked to individual patients and therefore does not constitute PHI:

- **Aggregate financial totals** (e.g., total payments received across all patients, total pending amounts, total collected in March)
- **Aggregate treatment counts** (e.g., treatment name with count, such as “Cleaning: 20 times in March”)

- **Exclusions:**

Business Associate does not access or handle:

- Treatment notes, diagnoses, medications, or clinical records
- Patient-specific financial records (payments, balances, billing history)
- Credit card, banking, or check information
- Patient forms or medical histories

3. Obligations of Business Associate

Business Associate agrees to:

1. Transmit PHI only as necessary to perform integration services for Covered Entity.
2. Not maintain, store, or persist PHI in its systems or databases.
3. Implement reasonable and appropriate administrative, technical, and physical safeguards to protect PHI in transit.
4. Report to Covered Entity any use or disclosure of PHI not permitted under this Agreement, including breaches, within [X] days.

5. Ensure subcontractors who have access to PHI agree to the same restrictions and safeguards.
 6. Make PHI available to Covered Entity for patient access or amendment requests under HIPAA.
 7. Cooperate with Covered Entity to meet its HIPAA obligations, including audit or accounting of disclosures.
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4. Permitted Uses and Disclosures

Business Associate may:

- Use PHI only as necessary to transmit patient and appointment information between PMS and CRM systems.
 - Disclose PHI only as permitted by this Agreement or as required by law.
 - Not use PHI for analytics, profiling, or marketing purposes.
 - Use de-identified data in accordance with 45 CFR §164.514 for internal product improvements.
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5. Obligations of Covered Entity

Covered Entity agrees to:

1. Not request Business Associate to use or disclose PHI in any way that would not be permissible under HIPAA.
 2. Provide Business Associate only the minimum necessary PHI required for integration.
 3. Notify Business Associate of any restrictions or patient consents affecting PHI.
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6. Term and Termination

- Term: This Agreement remains in effect until terminated.
 - Termination for Cause: Covered Entity may terminate this Agreement if Business Associate violates a material term and fails to cure within [30] days.
 - Effect of Termination: Business Associate has no PHI to return or destroy upon termination, since it does not retain PHI after transmission.
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7. Miscellaneous

- Governing Law: This Agreement shall be governed by the laws of [Insert State].
 - No Third-Party Beneficiaries: This Agreement creates no rights in any third party.
 - Entire Agreement: This is the complete agreement between the parties relating to PHI.
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Covered Entity

By: _____
Name: _____
Title: _____
Date: _____

Business Associate

By: _____
Name: _____
Title: _____
Date: _____