**Business Associate Agreement**

This Business Associate Agreement ("Agreement") is entered into as of **09-01-2024** (the "Effective Date") by and between [User] ("Covered Entity") and **DocuMed AI LLC** ("Business Associate").

**1. Purpose**

This Agreement sets forth the terms and conditions under which DocuMed AI LLC, as a Business Associate, may receive, create, maintain, use, or disclose Protected Health Information ("PHI") in connection with the services provided to the Covered Entity, in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and their implementing regulations (collectively, "HIPAA Rules").

**2. Definitions**

**Protected Health Information (PHI):** Individually identifiable health information that is transmitted or maintained in any form or medium, as defined under HIPAA.

**Covered Entity:** The entity that creates, receives, maintains, or transmits PHI and that enters into this Agreement with the Business Associate.

**Business Associate:** DocuMed AI LLC, the entity that provides services to the Covered Entity and receives, creates, maintains, uses, or discloses PHI on behalf of the Covered Entity.

**HIPAA Rules:** The regulations promulgated under HIPAA and the HITECH Act, including the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.

**3. Obligations of Business Associate**

**Permitted Uses and Disclosures:** Business Associate agrees to use and disclose PHI only as permitted by this Agreement or as required by law. Business Associate may not use or disclose PHI in any manner that would violate HIPAA Rules if done by the Covered Entity.

**Safeguards:** Business Associate agrees to implement appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI as required by the Security Rule.

**Mitigation:** In the event of a use or disclosure of PHI in violation of this Agreement, Business Associate agrees to mitigate, to the extent practicable, any harmful effects known to it.

**Reporting:** Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required by the Breach Notification Rule.

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

**4. Obligations of Covered Entity**

**Notice of Privacy Practices:** Covered Entity agrees to provide Business Associate with a copy of its Notice of Privacy Practices that includes any limitations on the uses or disclosures of PHI by Business Associate.

**Authorization:** Covered Entity agrees to notify Business Associate of any changes or revocation of permission by individuals to use or disclose their PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI.

**Restrictions:** Covered Entity agrees to notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to, to the extent that such restrictions may affect Business Associate’s use or disclosure of PHI.

**5. Term and Termination**

**Term:** This Agreement shall commence on the Effective Date and shall continue until terminated by either party in accordance with the terms set forth herein.

**Termination for Cause:** Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure the breach within [30] days of receiving written notice of the breach.

**Effect of Termination:** Upon termination of this Agreement, Business Associate agrees to return or destroy all PHI received from, or created or received on behalf of, the Covered Entity that Business Associate still maintains in any form. If return or destruction is not feasible, Business Associate agrees to extend the protections of this Agreement to the retained PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

**6. Indemnification**

Business Associate agrees to indemnify, defend, and hold harmless Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses resulting from or relating to the use or disclosure of PHI by Business Associate in violation of this Agreement or applicable law.

**7. Miscellaneous**

**Amendment:** This Agreement may be amended only by written agreement of the parties.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**No Third-Party Beneficiaries:** Nothing in this Agreement shall confer any rights, remedies, or claims upon any person or entity not a party to this Agreement.

**8. Additional Provisions**

**Data Ownership:** All PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, remains the property of the Covered Entity.

**Training Requirements:** Business Associate agrees to provide training on HIPAA compliance to all employees and subcontractors who will have access to PHI, and to maintain documentation of such training.

**De-identification of Data:** Business Associate may de-identify PHI in accordance with HIPAA’s de-identification standards, provided that any use of de-identified data will be strictly limited to the purposes set forth in this Agreement.

**9. Signatures**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date. Accepting these electronically on sign-up legally binds the user to the above Business Associate Agreement.

|  |  |
| --- | --- |
| **[Covered Entity Name]** | **DocuMed AI LLC** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |