

BUSINESS ASSOCIATE AGREEMENT

Effective Date: [Date of Covered Entity Signature]

PARTIES

Business Associate: Chatterforms / Neo HealthTech LLC

Email: admin@chatterforms.com

Covered Entity: [Covered Entity Name]

Email: [Covered Entity Email]

Company: [Company Name, if applicable]

1. DEFINITIONS

Protected Health Information (PHI) means individually identifiable health information that is transmitted or maintained in any form or medium by the Business Associate on behalf of the Covered Entity.

Business Associate means Chatterforms / Neo HealthTech LLC, which performs functions or activities on behalf of the Covered Entity involving the use or disclosure of PHI.

Covered Entity means the entity identified above, which is a covered entity as defined by HIPAA.

2. PERMITTED USES AND DISCLOSURES

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 the HIPAA Privacy Rule if done by Covered Entity.

Scope of Services: Business Associate will capture form submission data containing PHI via ChatterForms, store it securely in encrypted cloud storage on behalf of

Covered Entity, and provide secure access to PHI only to authenticated Covered Entity users.

3. SAFEGUARDS

Business Associate agrees to implement appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall:

- Use encryption for PHI in transit and at rest
- Implement access controls to ensure only authorized users can access PHI
- Maintain HIPAA-compliant infrastructure and security measures
- Comply with the HIPAA Security Rule requirements

4. BREACH NOTIFICATION

Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI, within 72 hours of discovery. Business Associate shall provide Covered Entity with all information necessary for Covered Entity to meet its breach notification obligations under HIPAA.

5. SUBCONTRACTORS

Business Associate shall ensure that any subcontractors 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.

6. TERMINATION

Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. If return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction infeasible.

7. COMPLIANCE WITH HIPAA SECURITY RULE

Business Associate agrees to comply with the applicable requirements of the HIPAA Security Rule, including implementing administrative, physical, and technical

safeguards to protect the confidentiality, integrity, and availability of electronic PHI.

8. COVERED ENTITY RESPONSIBILITIES

Covered Entity is responsible for proper handling of PHI after download from the Business Associate's systems. Covered Entity shall ensure that downloaded PHI is stored, transmitted, and disposed of in accordance with HIPAA requirements.

SIGNATURES

Business Associate Signature:

[SIGNATURE PLACEHOLDER - To be signed by authorized representative of Chatterforms / Neo HealthTech LLC]

Name: Chatterforms / Neo HealthTech LLC

Authorized Representative: [Authorized Representative Name]

Email: admin@chatterforms.com

Date: [Date of Business Associate Signature]

By signing, the Business Associate agrees to be bound by the terms of this Agreement.

Covered Entity Signature:

[SIGNATURE PLACEHOLDER - To be signed electronically by Covered Entity representative]

Name: [Covered Entity Representative Name]

Email: [Covered Entity Email]

Date: [Date of Covered Entity Signature]

By signing electronically, the signer agrees this e-signature has the same legal effect as a handwritten signature.

Note: This is a template for review purposes. The actual signed agreement will include the electronic signatures of both parties and will be generated upon completion of the upgrade process.

This Business Associate Agreement is required for HIPAA compliance and outlines how ChatterForms handles Protected Health Information (PHI) on behalf of the Covered Entity.

Chatterforms / Neo HealthTech LLC | admin@chatterforms.com