



Health Insurance Portability and Accountability Act (HIPAA) Agreement

This HIPAA Agreement ("Agreement") is entered into as of _____ [Effective Date] by and

between: **Covered Entity:** Name: _____ [Covered Entity Name]

Address: _____ [Covered Entity Address]

Business Associate: Name: _____ [Business Associate Name]

Address: _____ [Business Associate Address]

Purpose:

The purpose of this Agreement is to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information ("PHI") that it may create, receive, use, or disclose in connection with the functions, activities, and services that Business Associate performs for, or on behalf of, Covered Entity.

Definitions:

1. **Protected Health Information (PHI):** Individually identifiable health information transmitted or maintained in any form or medium.
2. **Covered Entity:** A health plan, healthcare clearinghouse, or healthcare provider who transmits any health information in electronic form.
3. **Business Associate:** A person or entity that performs certain functions or activities on behalf of, or provides certain services to, a Covered Entity that involve the use or disclosure of PHI.

Obligations and Activities of Business Associate:

1. **Use and Disclosure:** Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as required by law.
2. **Safeguards:** Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement.
3. **Mitigation:** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
4. **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.
5. **Agents:** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

6. **Access:** Business Associate agrees to provide access to PHI in a Designated Record Set to the Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.
7. **Amendment:** Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR § 164.526.
8. **Accounting:** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
9. **Compliance:** Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA Rules.

Permitted Uses and Disclosures by Business Associate:

1. **Performance of Services:** Business Associate may use or disclose PHI as necessary to perform the services set forth in any service agreements between the parties.
2. **Management and Administration:** Business Associate may use or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that such disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed.

Term and Termination:

1. **Term:** This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party.
2. **Termination for Cause:** Covered Entity may terminate this Agreement if it determines that Business Associate has violated a material term of this Agreement.
3. **Obligations of Business Associate Upon Termination:** Upon termination of this Agreement for any reason, 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 agrees to extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Miscellaneous:

1. **Amendments:** This Agreement may be amended only in writing signed by both parties.
2. **Survival:** The respective rights and obligations of Business Associate under the "Effect of Termination" section of this Agreement shall survive the termination of this Agreement.
3. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of [State].
4. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this HIPAA Agreement as of the Effective Date.

Covered Entity:

By: _____

Name: _____ [Covered Entity Representative Name]

Title: _____

Date _____

Business Associate:

By: _____

Name: _____ [Business Associate Representative Name]

Title: _____

Date _____