

## BUSINESS ASSOCIATE AGREEMENT

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

**COVERED ENTITY:** [Client Name]

**BUSINESS ASSOCIATE:** WISERly LLC, Hesperus, CO 81326

### 1. DEFINITIONS

Terms used in this Agreement have the meanings defined in HIPAA (45 CFR Parts 160, 162, and 164).

### 2. OBLIGATIONS OF BUSINESS ASSOCIATE

WISERly LLC agrees to:

- a) Not use or disclose PHI except as permitted by this Agreement or as Required By Law
- b) Use appropriate safeguards to prevent use or disclosure of PHI
- c) Report to Covered Entity any use or disclosure not provided for by this Agreement
- d) Ensure any subcontractors agree to same restrictions
- e) Make PHI available to individuals as required by HIPAA
- f) Make PHI available for amendment and incorporate amendments
- g) Make available information required for accounting of disclosures
- h) Make internal practices, books, and records available to HHS for compliance review

### 3. PERMITTED USES AND DISCLOSURES

Business Associate may use or disclose PHI to:

- a) Provide compliance analysis services to Covered Entity
- b) Comply with legal requirements

### 4. TERM AND TERMINATION

This Agreement is effective upon execution and terminates when all PHI is destroyed or returned.

### 5. BREACH NOTIFICATION

Business Associate will notify Covered Entity within 24 hours of discovering a breach.

### SIGNATURES:

Covered Entity Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Associate (WISERly LLC):

Name: Rosemary Salyer

Title: Founder & CEO

Signature: [Auto-signed]

Date: [Auto-dated]