

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]