

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into as of [Effective Date] (the “Effective Date”), by and between [PRACTICE NAME] (“Covered Entity”) and Purchaser Business Group on Health (“Business Associate” or “PBGH”).

RECITALS

- **WHEREAS**, Covered Entity is a “covered entity” as defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and its regulations, including the Standards for Privacy of Individually Identifiable Health Information, codified at 45 CFR Parts 160 and 164, Subparts A and E (“Privacy Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 CFR Parts 160, 162, and 164 (“Security Rule”); and
- **WHEREAS**, Business Associate may have access to, receive, maintain, or transmit protected health information (“PHI”) in providing services to Covered Entity that are subject to the Privacy Rule and Security Rule; and
- **WHEREAS**, the parties intend to protect the privacy and provide for the security of PHI in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), and the applicable regulations issued by the U.S. Department of Health and Human Services.

AGREEMENT

1. Definitions

1.1 “Business Associate” shall have the same meaning as the term “business associate” at 45 CFR 160.103.

1.2 “Covered Entity” shall have the same meaning as the term “covered entity” at 45 CFR 160.103.

1.3 “Protected Health Information (PHI)” shall have the same meaning as the term “protected health information” at 45 CFR 160.103, limited to the information Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2. Obligations and Activities of Business Associate

2.1 **Use and Disclosure of PHI:** Business Associate agrees to use or disclose PHI only as permitted by this Agreement or as required by law.

2.2 **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.

2.3 Reporting: Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, as well as any security incident or breach involving PHI, of which it becomes aware.

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

2.5 Access and Amendment: Business Associate agrees to provide access to PHI in a designated record set, and to make amendments to PHI as required by 45 CFR § 164.524 and 164.526, respectively.

2.6 Accounting of Disclosures: Business Associate agrees to document and provide an accounting of disclosures of PHI as required by 45 CFR § 164.528.

3. Permitted Uses and Disclosures by Business Associate

3.1 Services: Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in any Service Agreement, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by Covered Entity.

3.2 Management and Administration: Business Associate may use PHI for its own management and administration or to carry out its legal responsibilities, provided that such uses are permitted by applicable law.

4. Obligations of Covered Entity

4.1 Notification of Privacy Practices: Covered Entity agrees to notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520.

4.2 Notification of Changes: Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose their PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

4.3 Notification of Restrictions: Covered Entity agrees to notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

5. Term and Termination

5.1 Term: This Agreement shall commence on the Effective Date and shall continue until terminated by either party in accordance with this Section 5.

