

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is effective upon signing this Agreement and is entered into by and between \_\_\_\_\_ ("Covered Entity") and **Brosix, Inc. ("Business Associate")**.

**1. Term.** This Agreement shall remain in effect for the duration of the Services provided by the "Business Associate" to the "Covered Entity", and shall apply to all of the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.

**2. HIPAA Assurances.** In the event Business Associate receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

- (a) Not use or further disclose the PHI, except as required by law;
- (b) Not use or further disclose the PHI in a manner that, would violate the requirements of HIPAA;
- (c) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
- (d) Report promptly to "Covered Entity" any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;
- (e) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;
- (f) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA; and
- (g) Incorporate any amendments or corrections to PHI when notified by Covered Entity or enter into any Business Associate Agreement or other Agreement that may be necessary to comply with HIPAA.

**3. Termination upon Breach of Provisions.** Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement.

**4. Return or Destruction of Protected Health Information upon Termination.** Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI.

**5. No Third Party Beneficiaries.** The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

**6. Amendment.** Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

**7. Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

**8. Definitions.** Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

**9. Survival.** The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the dates set forth below.

BUSINESS ASSOCIATE

COVERED ENTITY

**Brosix Inc**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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