**Disclaimer**
The HIPAA Business Associate Agreement provided by *The HIPAA Guide* is for reference purposes only and may not reflect the specific requirements or circumstances of the services provided by the Business Associate. It is essential that this Agreement be tailored to the actual services and risks involved in your relationship. We recommend that the final agreement be reviewed by a qualified attorney with expertise in HIPAA to ensure regulatory compliance with applicable regulations. *The HIPAA Guide* assumes no liability for the use of this document without proper legal consultation.

**HIPAA Business Associate Agreement (BAA) Template**

This Business Associate Agreement ("Agreement") is entered into on **[Effective Date]** by and between **[Covered Entity Name]** ("Covered Entity") and **[Business Associate Name]** ("Business Associate"). This Agreement is made in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its associated Privacy, Security, Breach Notification, and Enforcement Rules (collectively, the "HIPAA Rules") as set forth in 45 CFR Parts 160 and 164.

**1. Definitions**

* **Business Associate**: A person or entity that performs activities involving the use or disclosure of Protected Health Information ("PHI") on behalf of a Covered Entity or provides services to the Covered Entity involving PHI.
* **Covered Entity**: A health plan, healthcare clearinghouse, or healthcare provider that transmits any health information in electronic form in connection with a transaction covered by HIPAA.
* **Protected Health Information (PHI)**: Individually identifiable health information transmitted or maintained in any form (electronic, oral, or paper) by a Covered Entity or Business Associate.
* **Electronic Protected Health Information (ePHI)**: PHI that is transmitted by or maintained in electronic media.
* **Breach**: An unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

**2. Responsibilities of Business Associate**
a. **Permissible Use and Disclosure**: Business Associate agrees to use and disclose PHI only as necessary to provide services or as required by law. All uses and disclosures must comply with HIPAA regulations and the terms of this Agreement.
b. **Safeguards**: Business Associate agrees to implement appropriate administrative, physical, and technical safeguards to protect PHI and prevent any unauthorized use or disclosure. This includes compliance with the Security Rule for safeguarding ePHI.
c. **Reporting**: Business Associate must report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI, within a reasonable time frame as required by 45 CFR 164.410.
d. **Subcontractors**: Business Associate must ensure that any subcontractors receiving PHI agree to the same restrictions and conditions outlined in this Agreement.
e. **Access to PHI**: Business Associate will make PHI available as necessary to allow Covered Entity to comply with its obligations under 45 CFR 164.524 regarding access to health information.
f. **Amendment of PHI**: Business Associate will make any necessary amendments to PHI as directed by Covered Entity in accordance with 45 CFR 164.526.
g. **Accounting of Disclosures**: Business Associate will document disclosures of PHI and provide an accounting of such disclosures upon request to fulfill Covered Entity's obligations under 45 CFR 164.528.

**3. Permitted Uses and Disclosures by Business Associate**
Business Associate may use or disclose PHI as follows:
a. To perform services as outlined in the agreement with Covered Entity, provided that such use or disclosure would not violate HIPAA if done by Covered Entity.
b. For Business Associate’s proper management and administration, provided that disclosures are required by law or reasonable assurances are obtained that PHI will remain confidential.
c. For data aggregation purposes related to healthcare operations of the Covered Entity.

**4. Term and Termination**
a. **Term**: This Agreement will continue for the duration of the underlying service agreement unless terminated earlier as provided herein.
b. **Termination for Cause**: Covered Entity may terminate this Agreement if Business Associate materially breaches any provision.
c. **Obligations Upon Termination**: Upon termination, Business Associate must return or destroy all PHI received from Covered Entity. If return or destruction is not feasible, Business Associate must extend the protections of this Agreement and limit further use and disclosure of the information.

**5. Miscellaneous Provisions**
a. **Amendment**: This Agreement may only be amended by written agreement of both parties.
b. **Survival**: Provisions concerning the protection of PHI will survive the termination of this Agreement for as long as the Business Associate retains PHI.
c. **Interpretation**: Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA regulations.

**IN WITNESS WHEREOF**, the parties have executed this Business Associate Agreement as of the Effective Date.

**Covered Entity**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Business Associate**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_