

# Business Associate Agreement

This Business Associate Agreement (the "Agreement") is entered into as of the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, ("Effective Date") by and between \_\_\_\_\_, hereinafter referred to as "Covered Entity," and Airiodion Group LLC (dba Social Work Portal), hereinafter referred to as "Business Associate," (individually, a "Party" and collectively, the "Parties").

This Agreement sets out the responsibilities and obligations of Business Associate as a business associate of Covered Entity under the Health Insurance Portability and Accountability Act ("HIPAA").

## RECITALS:

A. This Agreement applies to the protected health information (PHI) and electronic protected health Information (ePHI) processed by Business Associate in its business, including on its websites, in its Case Management Hub software, and other online or offline offerings (a "Service" or collectively, the "Services").

B. Covered Entity may make available to Business Associate protected health information of Individuals in conjunction with Services. Business Associate will use or disclose such protected health information only in accordance with this Agreement.

## Definitions

### Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

### Specific definitions:

- a) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.
- b) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.
- c) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

## Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the “covered entity” as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity’s obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the “covered entity” as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

## **Obligations and Responsibilities of Covered Entity**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of protected health information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate’s use or disclosure of protected health information.
- (c) Covered Entity acknowledges and agrees that Covered Entity has obtained all consents, authorizations, and all other applicable permissions required under HIPAA and/or other applicable law in connection to Covered Entity’s use of the Services. Covered Entity shall delete or exclude any ePHI from the Services in the event Covered Entity loses any such permission.

## **Permitted Uses and Disclosures by Business Associate**

- (a) Business associate may only use or disclose protected health information as necessary to provide the Services to Covered Entity, as permitted by the Agreement, or as required by law.
- (b) Business associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity’s minimum necessary policies and procedures.

## **Term and Termination**

(a) Term. The Term of this Agreement shall be effective as of the Effective Date and shall terminate at the earlier of (i) the termination of the use by the Covered Entity of the Services provided by the Business Associate, or (ii) either Party's material breach of this Agreement.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate shall destroy all protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the protected health information.

## Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

## Governing Law and Jurisdiction; No Class Action.

The laws of the State of California shall govern the interpretation and enforcement of this Agreement and any dispute arising out of or related hereto, without regard to its conflict of laws principles. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California with respect to any dispute arising out of or relating to this Addendum. ANY CLAIM BROUGHT BY COVERED ENTITY AGAINST BUSINESS ASSOCIATE SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIM TO BE PURSUED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS.

COVERED ENTITY

By (signature): \_\_\_\_\_

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

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

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

BUSINESS ASSOCIATE

By (signature): \_\_\_\_\_

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

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

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

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