

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is entered into and incorporated as an exhibit to the underlying agreement (“Services Agreement”) between _____ (“Covered Entity”) and _____ (“Business Associate”) (each a “Party” and collectively “Parties”).

RECITALS

WHEREAS, Business Associate performs certain services (“Services”) pursuant to the Services Agreement that requires Business Associate to create, receive, maintain, or transmit Protected Health Information (PHI) on behalf of Covered Entity; and

WHEREAS, the Parties desire to enter into this BAA to comply with the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act and their implementing regulations, as amended and as currently in effect (collectively “HIPAA”).

NOW, THEREFORE, the Parties agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined in this BAA shall have the same meaning as is ascribed to those terms in HIPAA.

1.1 Administrative, Physical, and Technical Safeguards. Measures taken in compliance with 45 C.F.R. §164.306 (Security Standards), §164.308 (Administrative Safeguards), §164.310 (Physical Safeguards), §164.312 (Technical Safeguards), §164.314 (Organizational Safeguards), and §164.316 (Policy and Procedures and Documentation Requirements), and all other applicable requirements of HIPAA and other applicable privacy and security laws.

1.2 Breach. When capitalized, “Breach” has the same meaning set forth at 45 C.F.R. §164.402; when not capitalized, “breach” shall have its ordinary contract meaning.

1.3 Business Associate Subcontractor Agreement. A business associate subcontractor agreement (BAA) is a legally binding contract between a business associate and a subcontractor of that business associate. The agreement ensures that there is a chain of custody for protected health information (PHI) and that subcontractors protect PHI in the same way as the business associate.

1.4 Discovery or Discovered. A Breach is treated as Discovered by Business Associate as of the first day on which such Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence, would have been known, to any person, other than the person that committed the Breach, who is an employee, officer, or agent of Business Associate. Agency is determined in accordance with the Federal common law of agency. This definition also applies to the Discovery of a Breach by a Business Associate’s Subcontractor or agent, where applicable.

1.5 Electronic Protected Health Information (ePHI). ePHI has the same meaning set forth in HIPAA but, for purposes of this BAA, references to ePHI are limited to the ePHI that Business Associate creates, accesses, receives, or maintains on behalf of Covered Entity pursuant to its role as a Business Associate under the terms of the Services Agreement.

1.6 Part 2. This term refers to the Confidentiality of Substance Use Disorder Patient Records law and its implementing regulations set forth at 42 U.S.C. §290dd-2 and 42 C.F.R. Part 2.

1.7 Protected Health Information (PHI). PHI has the same meaning set forth in HIPAA but, for purposes of this BAA, references to PHI are limited to PHI that Business Associate creates, accesses, receives, or maintains on behalf of Covered Entity pursuant to its role as a Business Associate under the terms of the Services Agreement. The term PHI includes ePHI.

1.8 Qualified Service Organization (QSO). A person or entity that provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and childcare and individual and group therapy, and that has entered into an agreement to perform those services for the Part 2 program.

1.9 Reproductive Health Care. Includes, but is not limited to, an individual's receipt of contraception, management of pregnancy and pregnancy-related conditions, miscarriage management, pregnancy termination, fertility or infertility diagnosis and treatment, assistive reproductive technology, and other diagnoses, treatment and care that affect the reproductive system, where the care or services are lawfully obtained.

1.10 Substance Abuse Disorder (SUD). A treatable mental disorder that affects a person's brain and behavior, leading to their inability to control their use of substances like legal or illegal drugs, alcohol, or medications. Symptoms can be moderate to severe, with addiction being the most severe form of SUD.

1.11 Tracking Technology. Any tracking technology utilized by Business Associate including, but not limited to cookies, pixels, codes, fingerprinting scripts, web beacons, etc., whether collected via user authenticated web pages, unauthenticated pages, or mobile applications, as set forth in the December 1, 2022, Office for Civil Rights Bulletin on Requirements under HIPAA for Online Tracking Technologies to Protect the Privacy and Security of Health Information.

1.12 Unsuccessful Security Incident. Incident that includes, but is not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident results in unauthorized access, Use, or Disclosure of Covered Entity's PHI.

2. Obligations of Business Associate. Business Associate agrees to the following limitations and obligations with respect to its Use and Disclosure of PHI:

2.1 Permitted Uses and Disclosures of PHI. Business Associate may Use and Disclose PHI as follows:

(a) **Required by Law.** Business Associate must Use and Disclose PHI as Required by Federal and State Law.

(b) **Substance Abuse Disorder (SUD).** The Business Associate must comply with Confidentiality of Substance Use Disorder (SUD) Patient Records under 42 CFR Part 2 in alignment with HIPAA regulations as stated in the [Federal Register](#), Vol. 89, No. 33, February 16, 2024.

(c) Reproductive Health Care Privacy Final Rule. Business Associates must comply with the

BAA page 2 of 11

HIPAA [Privacy Rule to Support Reproductive](#) to provide protection for individuals who receive reproductive health care when the care is provided lawfully, without risk of an individual's identity or health information being disclosed for purposes of state criminal, civil or administrative investigations.

(1) The Business Associate is prohibited from the disclosure of PHI to conduct or assist with a criminal, civil, or administrative investigation into or impose criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care, where such health care is lawful under the circumstances in which it is provided.

(d) Privacy Practices. The Business Associate agrees to update its Notice of Privacy Practices to support reproductive health care privacy and Confidentiality of Substance Use Disorder (SUD) Patient Records.

(e) Services Agreement. The Business Associate may Use and Disclose PHI as permitted to perform its Services under the Services Agreement. To the extent Business Associate is carrying out Covered Entity's obligations under HIPAA as part of its Services for Covered Entity, Business Associate agrees to comply with the requirements of HIPAA in its performance of such obligations to the same extent they apply to Covered Entity.

(f) Management, Administration and Legal Responsibilities. Business Associate may Use and Disclose PHI for the proper management and administration of its business and to carry out the Business Associate's Service-related legal responsibilities, provided such Uses and Disclosures are permitted by HIPAA.

(g) Data Aggregation. Business Associate may Use and Disclose PHI to provide Data Aggregation services relating to the Health Care Operations of Covered Entity where such Data Aggregation services are required for Business Associate to perform its Services under the terms of the Services Agreement.

(h) De-Identification. Business Associate may Use and Disclose PHI to create de-identified information consistent with the standards set forth in 45 C.F.R. §164.514 where such de-identification is required for Business Associate to perform its Services under the terms of the Services Agreement.

(i) Minimum Necessary. Business Associate shall only request, Use, and Disclose the minimum amount of PHI necessary to perform its Services under the terms of the Services Agreement.

(j) Sub-Contractors. Subcontractors which include, but is not limited to, covered entities, clearinghouses, corporations, small businesses, contracted staff, and all individuals that receive, store, transmit, analyze, aggregate, or have access to Covered Entity's, including electronic devices, cloud-based applications, and equipment that has the capacity to store PHI.

2.2 Prohibited Uses and Disclosures of PHI.

- (a) **In Violation of Law.** Business Associate may not Use or Disclose PHI in a manner that would violate HIPAA if done by the Covered Entity itself.
- (b) **In Violation of this BAA.** Except as Required by Law, Business Associate shall not Use or Disclose PHI other than as permitted or required by the BAA and the Services Agreement.
- (c) **Underwriting.** To the extent applicable, Business Associate shall not Use or Disclose PHI, which is genetic information for underwriting purposes as set out in 45 C.F.R. §164.502(a)(5)(i).
- (d) **Sale of PHI.** Business Associate shall not sell PHI as proscribed by 45 C.F.R. §164.502(a)(5)(iii).
- (e) **Marketing.** Business Associate shall not Use or Disclose PHI in connection with any Marketing as defined in 45 C.F.R. §164.501.
- (f) **Tracking Technology.** In the event Business Associate utilizes Tracking Technology with respect to its Services, Business Associate is prohibited from Using or Disclosing any such data resulting from the Tracking Technology for purposes other than as delineated in the Services Agreement. For the avoidance of doubt, this BAA prohibits Business Associate's Use of PHI or other data obtained from utilizing such Tracking Technology for its own use and/or benefit.

2.3 Safeguard Data. Business Associate shall use reasonable and appropriate Administrative, Physical, and Technical Safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA and the Services Agreement.

2.4 Incident Reporting.

- (a) **Incident Notification Requirements.** Except in instances where law enforcement has demanded that Business Associate delay notification of an Incident pursuant to the requirements of 45 C.F.R. §164.412, or where state law requires a shorter period of time than is permitted by this BAA, Business Associate agrees to promptly notify Covered Entity, without unreasonable delay, and in no case later than five (5) calendar days after its Discovery of any of the following incidents (collectively "Incidents"):
 - (1) Any access, Use, or Disclosure of PHI in a manner not permitted under HIPAA or this BAA.
 - (2) A Breach of Unsecured PHI.
 - (3) A successful Security Incident.
- (b) **Exception to Notice Requirements.** Parties agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required.
- (c) **Written Reporting Requirements.** Business Associate agrees to provide a written report to

Covered Entity within five (5) calendar days after its initial notice to Covered Entity of an Incident pursuant to Section 2.4(a) above. The written report shall provide the information required by 45 C.F.R. §164.410(c) to the extent such information is known to Business Associate at the time of the report. Supplemental reports must be provided if additional information is learned by Business Associate as a result of its investigation, mitigation, or remediation of the Incident.

2.5 Duty to Mitigate. Business Associate agrees to take prompt action to correct any deficiencies and to mitigate, to the extent practicable, any harmful effect that is known to exist by Business Associate of an access, Use, Disclosure, modification, or destruction of PHI by Business Associate in violation of the requirements of this BAA.

2.6 Breach Investigation and Notifications. Business Associate shall cooperate fully to assist Covered Entity in investigating an Incident, identifying individuals potentially affected by the Incident, providing information needed for Covered Entity to conduct its investigation, risk assessments, and any Breach notifications required by law. Covered Entity shall have final authority to determine whether an Incident reported to it under Section 2.4(a) above is a reportable Breach. In situations where Covered Entity has determined that a reportable Breach has occurred, Covered Entity may, in its discretion, direct Business Associate to prepare and provide any legally required state and federal notifications, at the sole cost and expense of Business Associate, but retains the right to review and approve the content and manner of any notifications made on its behalf to impacted Individuals, state and federal regulatory agencies, the media, credit monitoring agencies, or other third parties for whom notification is legally required.

2.7 Costs of Breach. To the extent the Breach resulted from the acts or omissions of Business Associate or its Subcontractors or agents, Business Associate shall be responsible for all costs and expenses reasonably incurred by Covered Entity and/or Business Associate as a result of the Breach, including without limitation, the costs of notifying Individuals of the Breach, costs of providing credit monitoring, credit restoration, and identity theft protection to impacted Individuals, the costs of call centers, substitute and media notifications, and costs incurred by Covered Entity to investigate, mitigate, remediate and defend itself against claims, actions, and investigations resulting from the Breach. Nothing in this section shall limit any other rights or remedies of Covered Entity.

2.8 Requests for Access. To the extent Business Associate maintains a Designated Record Set on behalf of the Covered Entity, Business Associate shall, within fifteen (15) calendar days of its receipt of a written request from Covered Entity, make available to Covered Entity the PHI needed for Covered Entity to comply with an Individual's request for access to their PHI pursuant to 45 C.F.R. §164.524. If Business Associate receives a request for access to PHI directly from the Individual, Business Associate shall forward the request for access to Covered Entity within fifteen (15) calendar days of its receipt of the written request from the Individual.

2.9 Requests for Amendments. To the extent Business Associate maintains a Designated Record Set on behalf of the Covered Entity, Business Associate shall, within fifteen (15) calendar days of its receipt of a written request from Covered Entity, make available to Covered Entity the information needed in order for Covered Entity to make an amendment to the Individual's Designated Record Set and/or incorporate such amendment(s) of PHI into the Designated Record Set pursuant to 45 C.F.R. §164.526. If Business Associate receives a request for amendment to PHI directly from the Individual, Business Associate shall forward the request for amendment to Covered Entity within fifteen (15) calendar days of its receipt of the written request from the Individual.

2.10 Requests for Accounting of Disclosures. To the extent Business Associate has Disclosed any PHI it has received from Covered Entity, and to the extent such Disclosure must be accounted for pursuant to 45 C.F.R. §164.528, Business Associate shall make available to Covered Entity, within fifteen (15) calendar days of its receipt of a written request from Covered Entity, the information in Business Associate's possession that is required for the Covered Entity to comply with an Individual's request for an accounting of Disclosures of their PHI pursuant to 45 C.F.R. §164.528. If Business Associate receives a request for an accounting of Disclosures of PHI directly from the Individual, Business Associate shall forward the request for accounting to Covered Entity within fifteen (15) calendar days of its receipt of the written request from the Individual.

2.11 Offshoring PHI. Without the express written consent from Covered Entity, Business Associate, shall not transmit any PHI to itself or any other entity or individual, or store PHI, outside of the United States. Business Associate shall be permitted to remotely access PHI located within the United States from offshore locations using Virtual Privacy Network (VPN) access approved by Covered Entity.

2.12 Subcontractors and Agents. Business Associate may Disclose PHI to a Subcontractor or agent, and may allow the Subcontractor or agent to create, receive, maintain, or transmit PHI on its behalf, if Business Associate obtains satisfactory assurances from the Subcontractor or agent in the form of a written contract or other written arrangement that addresses the following terms:

(a) Subcontractor or agent shall hold PHI confidentially.

(b) Subcontractor or agent will safeguard the PHI.

(c) Subcontractor or agent shall Use or Disclose the PHI only as Required by Law or for the purposes for which it was Disclosed by Business Associate to the Subcontractor or agent. (d) Subcontractor or agent shall agree to the same or no less restrictive limitations and obligations with respect to the PHI that apply to Business Associate pursuant to this BAA. (e) Subcontractor or agent shall notify Business Associate upon its Discovery of any Incidents in accordance with Section 2.4 above.

(f) If Business Associate knows of a pattern of activity or practice of Subcontractor or agent that constitutes a material breach or violation of Subcontractor's or agent's obligations under the terms of its written contract or other written arrangement with Business Associate, Business Associate will take reasonable steps to ensure the breach or violation is cured, and if such cure is not successful, terminate the contract or arrangement, if feasible.

Notwithstanding anything to the contrary within this BAA, Business Associate shall be and remain liable and responsible for all acts or omissions of its Subcontractors and/or agents in connection with this BAA, as if such acts or omissions were performed directly by Business Associate.

2.13 Part 2 Compliance. If, and only to the extent applicable to Business Associate, Business Associate acknowledges that if its Services under the Services Agreement require it to access, Use, Disclose, maintain, or transmit information that is protected by Part 2, Business Associate is a QSO and is fully bound by the Part 2 regulations. If necessary, Business Associate will resist in judicial proceedings any efforts to obtain access to patient records protected by Part 2 except as expressly permitted by 42 C.F.R. §§2.1-2.68. Business Associate further acknowledges that any records it receives from Covered Entity that are protected by Part 2 are subject to protections that may prohibit Business Associate from Disclosing such information to Subcontractors or agents without the specific written consent of the Individual and that any unauthorized Disclosure of information is a federal criminal

offense.

3. Obligations Of Covered Entity. Covered Entity agrees to the following obligations with respect to its PHI:

3.1 Compliance with the Law. Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

3.2 Notice of Limitations on Use and Disclosure. Covered Entity shall promptly provide Business Associate with written notice of any limitation(s) in its notice of privacy practices to the extent that such limitation(s) may affect Business Associate's Use or Disclosure of PHI.

3.3 Obtain Required Authorizations and Consents. Covered Entity represents that, with regard to the PHI or Part 2 records Covered Entity has provided to Business Associate, Covered Entity has obtained the authorizations, consents, and/or other forms of legal permission required under HIPAA, Part 2, and other applicable laws, as needed to Use and Disclose the PHI.

3.4 Notice of Revocation of Authorization or Consent. Covered Entity shall promptly provide Business Associate with written notice of any changes in, or revocation of, an authorization, consent, or permission by an Individual to Use or Disclose PHI to the extent that such revocation may affect Business Associate's Use or Disclosure of PHI.

3.5 Notice of Restrictions. Covered Entity shall promptly provide Business Associate with written notice of any restrictions on the Use or Disclosure of PHI that Covered Entity has agreed to, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. Term And Termination.

4.1 Term. The term of this BAA shall be effective as of the effective date of the Services Agreement and shall terminate upon the occurrence of any of the termination provisions set forth in subsections 4.2 or 4.3 below.

4.2 Automatic Termination. This BAA will automatically terminate without any further action needed by the Parties upon the termination or expiration of the Services Agreement.

4.3 Termination for Material Breach. Should either Party become aware of a pattern of activity or practice of the other Party that constitutes a material breach or violation of the other Party's obligations under this BAA, the non-breaching Party shall provide written notice of the material breach to the breaching Party, after which the breaching Party shall have thirty (30) calendar days to take reasonable steps to cure the breach or end the violation. If the non-breaching Party does not cure the breach or end the violation within thirty (30) calendar days, the non-breaching Party may terminate this BAA and the Services Agreement. If neither cure nor termination is feasible, the non-breaching Party shall report the breach or violation to the Secretary. Covered Entity reserves the absolute right to suspend Business Associate's access to PHI in the event Covered Entity reasonably determines that Business Associate has committed a material breach of this BAA until such breach is remedied in Covered Entity's reasonable discretion.

4.4 Effect of Termination. If feasible, upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI received from or created or received by Business Associate on behalf

of Covered Entity pursuant to the Services Agreement that the Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. If return or destruction is not feasible, Business Associate agrees to extend the protections, limitations, and restrictions contained in this BAA to such PHI and limit further Uses and Disclosures of that PHI to those purposes that make the return or destruction of the PHI infeasible.

4.5 Survival. The requirements of this Section shall survive the termination of this BAA.

5. Insurance and Indemnification

5.1 Insurance. Business Associate shall maintain, or cause to be maintained, Professional/Technology Liability insurance and Network Security & Privacy Liability insurance covering its potential liability for losses resulting or arising from its acts, errors, or omissions, in connection with its Services, as well as all costs and damages incurred or suffered by Covered Entity as a result of a Data Breach (as hereafter defined), regardless of the cause of the Data Breach (including, without limitation, Business Associate's negligence or gross negligence and unlawful third party acts). Costs to be covered by this insurance policy shall include without limitation: (a) costs to notify Individuals whose PHI was lost or compromised; (b) costs to provide credit monitoring, credit restoration, and identity theft protection services to Individuals whose information was lost or compromised; (c) costs associated with third party claims arising from the Data Breach or loss of information, including litigation costs and settlement costs; and (d) any investigation, mitigation, remediation, enforcement, or similar costs. Such insurance shall provide coverage for up to Ten Million Dollars (\$10,000,000.00). For the purposes of this Section, "Data Breach" means

(1) the failure by the Business Associate to properly handle, manage, store, destroy or otherwise control, or the unauthorized Disclosure by the Business Associate of: (a) PHI in any format; (b) personally identifiable information (PII), as defined by state privacy laws; or (c) corporate information in any format specifically identified as confidential and protected under a confidentiality agreement or similar contract; (2) an unintentional violation of the Business Associate's privacy policy or misappropriation that results in the violation of any applicable data privacy laws or regulations; or (3) any other act, error, or omission by Business Associate in its capacity as such which is reasonably likely to result in the unauthorized Disclosure of PHI, PII, or confidential corporate information.

5.2 Indemnification. Each Party ("Indemnitor") agrees to indemnify, defend and hold harmless the other Party and its parent corporation, subsidiaries and affiliated entities, their directors, officers, agents, servants, and employees (collectively "Indemnitees") from and against all claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees, expert witness fees, and costs of investigation, litigation, or dispute resolution, incurred by the Indemnitees and relating to or arising out of any breach or alleged breach of the terms of this BAA by Indemnitor or any Subcontractor or agent of Indemnitor. For the avoidance of doubt, Business Associate shall not be considered to be a Subcontractor of Covered Entity for the purposes of this Section 5.2.

5.3 Liability. Nothing herein shall limit any obligations of Business Associate to indemnify as set forth in the Services Agreement or otherwise, and no terms of the Services Agreement or any other agreement between the Parties shall limit the insurance and indemnification requirements of this Section.

5.4 Survival. The requirements of this Section shall survive the termination of this BAA.

- 6. Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this BAA shall be in writing and shall be effective upon receipt. Notice may be made by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; or (c) overnight delivery service with proof of delivery. Notices shall be sent to the address below. Neither Party shall refuse delivery of any notice hereunder.

If to Covered Entity, send to:

If to Business Associate, send to:

7. Compliance Reviews and Audits

- 7.1 Business Associate's Annual Requirements.** Business Associate shall audit and monitor its compliance with the requirements of this BAA at least annually during the term of this BAA (and more frequently as needed to address operational or electronic systems changes). Business Associate shall make such audits, assessments, and related documentation available for review by Covered Entity upon Covered Entity's written request.

- 7.1 Audit Rights of Covered Entity.** Periodically, during the term of this BAA, Business Associate shall, upon Covered Entity's written request, make its internal practices, books, policies, procedures, and records relating to its Use or Disclosure of PHI available to Covered Entity, in a time and manner mutually agreed upon by the Parties, for purposes of Covered Entity's assessment of Business Associate's compliance with the terms of this BAA. In lieu of such an assessment, Business Associate may maintain SOC2 Type 2, HITRUST or ISO 27001 certification and provide its most recent certificate of compliance to Covered Entity. In situations where Covered Entity has a reasonable, good faith belief that Business Associate has caused a Breach with respect to its PHI or non-compliance with the terms of this BAA, Covered Entity may require that Business Associate have a third-party assessment conducted, at Business Associate's sole expense, of Business Associate's compliance with the terms of this BAA.

- 7.2 Cooperation with Secretary.** Business Associate shall make its internal practices, books, and records relating to the Use or Disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with HIPAA. Upon receipt of a request from the Secretary, Business Associate shall notify Covered Entity of the request in writing unless such notification would be contrary to law.

- 7.3 Other Remedies.** Nothing in this Section shall limit any other rights or remedies of Covered Entity.

8. MISCELLANEOUS

- 8.1 Amendment.** The Parties mutually agree to enter into good faith negotiations to amend this BAA as needed for the Parties to comply with the requirements of HIPAA. All agreed upon amendments must be in writing and executed by both parties. Notwithstanding the foregoing, any changes as required by law shall not require the written consent of Business Associate to amend the provisions of this BAA.
- 8.2 Assignment.** Neither Party may assign any of its rights or obligations under this BAA without the prior written consent of the other Party.
- 8.3 Choice of Law.** To the extent not preempted by federal law, this BAA shall be governed and construed in accordance with the choice of law provision governing the Services Agreement.
- 8.4 Coordination of Documents.** In the event of a conflict between a provision of this BAA and a provision of a Services Agreement, the provision of this BAA shall control.
- 8.5 Counterparts.** This BAA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- 8.6 Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA or the statutes and regulations cited herein will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for adequately safeguarding PHI in accordance with applicable law.
- 8.7 Disputes.** If any controversy, dispute, or claim arises between the Parties with respect to this BAA, the Parties shall make good faith efforts to resolve such matters informally.
- 8.8 Entire Agreement.** This BAA constitutes the entire agreement between the Parties on this subject matter and supersedes all other proposals, understandings, or agreements, whether written or oral, regarding the subject matter hereof, including any prior Business Associate Agreements.
- 8.9 Independent Contractor.** The Parties to this BAA are independent contractors in performing the duties and obligations of this BAA. This BAA is not intended, and shall not be construed, to create an agency or any relationship between the Parties that would allow one Party to exercise direction or control over the manner or method by which the other Party performs Services, duties, or obligations under this BAA or the Services Agreement.
- 8.10 Interpretation.** Any ambiguity in this BAA shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA, Part 2, and related state and federal statutory provisions and regulations.
- 8.11 No Third-Party Beneficiaries.** Nothing in this BAA shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 8.12 Non-Waiver.** A waiver with respect to one event in this BAA shall not be construed as continuing, or as a bar to or waiver of any other right or remedy as to any subsequent events.

8.13 Regulatory References. A reference in this BAA to a section in the Code of Federal Regulations (“C.F.R.”) means the section as in effect as of the effective date of this BAA, or as thereafter amended.

8.14 Severability. Any provision of this BAA that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this BAA or affecting the validity or enforceability of such remaining provisions.

8.15 Survival. For as long as Business Associate possesses, maintains, or has access to Covered Entity’s PHI as a result of the Services Agreement, the respective rights and obligations of each Party with respect to its protection and safeguarding of the PHI shall survive the termination of this BAA.

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals as of the date set forth below.

Business Associate

Name

Title

Company

Street Address

City, State, Zip Code

Phone Number

Signature & Date _____

Company Names of Subcontractors with Access to Covered Entity PHI

Covered Entity

Name

Title

Company

Street Address

City, State, Zip Code

Phone Number

Signature & Date _____