

# Business Associate Agreement (Template)

HIPAA terms plus a mutual information-blocking covenant.

## 1. Permitted Uses and Disclosures

Business Associate may use or disclose protected health information (PHI) only as necessary to perform the services described in the underlying agreement, as required by law, or for its proper management and administration, and only in a manner that would not violate the Privacy Rule if done by Covered Entity.

## 2. Safeguards

Business Associate implements administrative, physical, and technical safeguards required by the Security Rule, including encryption in transit and at rest, role-based access control, and record-level audit logging.

## 3. Subcontractors

Business Associate obtains written assurances at least as protective as this Agreement from every subcontractor that creates, receives, maintains, or transmits PHI on its behalf, and maintains a current subprocessor list available to Covered Entity.

## 4. Reporting and Breach Notification

Business Associate reports any use or disclosure not permitted by this Agreement, and any security incident or breach of unsecured PHI, without unreasonable delay and in no case later than the period required by applicable law.

## 5. Individual Rights

Business Associate supports Covered Entity's obligations for access, amendment, accounting of disclosures, and restriction requests, and returns a resident's own record on request at no charge.

## 6. Mutual Information-Blocking Covenant

Each party covenants not to engage in a practice likely to interfere with the access, exchange, or use of electronic health information except where a regulatory exception applies and every condition of that exception is documented in writing before the practice takes effect.

## 7. Term and Termination

This Agreement terminates with the underlying agreement. On termination, Business Associate returns or destroys all PHI where feasible; where infeasible, protections survive for as long as the PHI is retained.

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