

HIPAA BUSINESS ASSOCIATE

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT is effective as of this [REDACTED] day of [REDACTED], 20 [REDACTED], by and between [INSERT YOUR COMPANY NAME], with offices located at [REDACTED] (hereafter known as “Covered entity”) and [REDACTED] with offices located at [REDACTED] (herein known as “Business Associate”).

Whereas, Covered Entity is a healthcare staffing company which provides home health care staffing services to its clients.

Whereas, Business Associate will provide services to Covered Entity in accordance with 45 C.F.R. 160.103, and as such, may be a “business associate” as that term is defined by HIPAA.

Whereas, in the course of obtaining services from Business Associate, it may be necessary for Covered Entity to, from time to time, provide confidential information to Business Associate, including, but not limited to, medical records, billing records and other information specific to staff of covered entity and to patients to whom Covered Entity provides services.

Whereas, Covered Entity desires to ensure that Business Associate will use and, if necessary, disclose such information only as necessary to provide services to Covered Entity consistent with its engagement by Covered Entity and with applicable legal principles.

NOW THEREFORE, in consideration of the ongoing relationship between the parties and for other good and valuable consideration, the parties hereby agree, as follows:

- 1. Definitions.** For the purposes of this Agreement, all capitalized terms not defined herein shall have the meanings defined in 45 C.F.R. §§ 160 and 164, Standards for Privacy of Individually Identifiable Health Information, Final Rule, as may be amended from time to time.
 - a) “HIPAA”** means the Health Insurance Portability and Accountability Act of 1996 and the federal HIPAA privacy and security regulations at 45 C.F.R. §§ 160 and 164.
 - b) Individually Identifiable Health Information (“IIHI”)** means information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by Covered Entity, and (ii) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual and either identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
 - c) Protected Health Information (“PHI”)** Protected Health Information has the same meaning as this term has in 45 CFR § 160.103 (as amended by the HITECH Act), limited to the information created or received by Business Associate from or on behalf of Covered Entity.