

BUSINESS ASSOCIATE ADDENDUM

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This Business Associate Addendum (this "*Addendum*" or "*BAA*") is entered into as of the date last signed below (the "*Effective Date*") between [LEGAL NAME OF SERVICE PROVIDER], a [STATE] corporation (the "*Service Provider*"), and the entity identified in the signature block below (the "*Covered Entity*"). This Addendum is incorporated into the parties' services agreement (the "*Services Agreement*") and supplements its terms with respect to the Processing of Protected Health Information in connection with HIPAA-Eligible Services.

Covered Entity, as a Covered Entity or Business Associate under HIPAA, desires to use certain HIPAA-Eligible Services that may involve Service Provider Processing Protected Health Information. Subject to the terms of this Addendum, Service Provider consents to such use. Covered Entity acknowledges that this Addendum applies solely to services expressly designated as HIPAA-Eligible in an applicable ordering document, and not to any other services or platforms.

1. DEFINITIONS

Capitalized terms not defined in this Addendum shall have the meanings ascribed to them under HIPAA or the Services Agreement, as applicable.

"Applicable Law"	All federal, state, and local statutes, regulations, rules, and regulatory guidance applicable to either party's performance hereunder, including HIPAA and the HITECH Act.
"Breach"	Has the meaning in 45 C.F.R. § 164.402: the acquisition, access, use, or disclosure of PHI in a manner not permitted by the HIPAA Privacy Rule that compromises its security or privacy.
"HIPAA"	The Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH Act, and their implementing regulations.
"HIPAA Rules"	The Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164.
"HIPAA-Eligible Services"	Products or features expressly designated as "HIPAA-Eligible" or "Advanced Compliance" in an ordering document that incorporates this Addendum by reference.

"Individual"	Has the meaning in 45 C.F.R. § 160.103, including personal representatives under 45 C.F.R. § 164.502(g).
"PHI"	Protected Health Information Processed by Service Provider on behalf of Covered Entity in connection with HIPAA-Eligible Services, as defined in 45 C.F.R. § 160.103.
"Process" / "Processing"	Any operation performed on PHI, whether automated or manual, including collection, storage, use, disclosure, modification, retrieval, transmission, restriction, erasure, or destruction.
"Security Incident"	Attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or interference with system operations, as defined in 45 C.F.R. § 164.304.
"Unsecured PHI"	PHI not rendered unusable, unreadable, or indecipherable through methods specified in HHS guidance under Section 13402(h)(2) of the HITECH Act.

2. SCOPE AND APPLICATION

This Addendum applies exclusively to HIPAA-Eligible Services procured under an ordering document that: (i) expressly identifies the services as HIPAA-Eligible; and (ii) expressly incorporates this Addendum. It does not extend to non-HIPAA-Eligible services, third-party platforms, or accounts outside the scope of the Services Agreement.

3. PERMITTED USES AND DISCLOSURES

3.1 Authorized Processing.

Service Provider may Process PHI solely: (a) to provide the HIPAA-Eligible Services; (b) as required by Applicable Law; and (c) as necessary for its own proper management and administration, provided any disclosure is subject to written confidentiality assurances from the recipient.

3.2 Data Aggregation.

To the extent permitted under 45 C.F.R. § 164.504(e)(2)(i)(B), Service Provider may aggregate PHI from Covered Entity with PHI from other covered entities for purposes of health care operations analysis.

3.3 De-Identification and Retention.

Service Provider may de-identify PHI under 45 C.F.R. §§ 164.514(a)–(c) to improve its services. AI-enabled features shall not retain PHI beyond what is strictly necessary for the immediate transaction without written authorization. PHI no longer needed shall be returned or destroyed per Section 6.3.

4. SERVICE PROVIDER OBLIGATIONS

4.1 Use and Disclosure Restrictions.

Service Provider and its personnel and subcontractors shall: (i) not use or disclose PHI except as permitted by this Addendum or Applicable Law; (ii) not use or disclose PHI in violation of the HIPAA Rules; and (iii) access only the minimum PHI necessary.

4.2 Safeguards.

Service Provider shall implement and maintain commercially reasonable administrative, technical, and physical safeguards to protect PHI and shall comply with the HIPAA Security Rule (Subpart C of 45 C.F.R. Part 164) with respect to electronic PHI.

4.3 Subcontractors.

Service Provider shall enter into written agreements with each subcontractor that receives PHI, imposing substantially similar restrictions as those applicable to Service Provider under this Addendum, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2).

4.4 Audit and Access.

Service Provider shall make its internal practices, books, and records relating to PHI Processing available to Covered Entity and, where required, to the Secretary of HHS for compliance assessment.

4.5 Reporting.

Service Provider shall notify Covered Entity without unreasonable delay, and in no event later than thirty (30) calendar days following discovery, of: (a) any unauthorized use or disclosure of PHI; (b) any successful Security Incident involving Covered Entity's PHI; and (c) any Breach of Unsecured PHI. Routine unsuccessful Security Incidents constitute standing notice under this Addendum.

4.6 Individual Rights.

Service Provider shall redirect to Covered Entity any Individual requests regarding PHI access, amendment, or accounting of disclosures, and shall provide Covered Entity with information necessary to respond to such requests. Service Provider does not maintain a Designated Record Set on behalf of Covered Entity.

5. COVERED ENTITY OBLIGATIONS

Covered Entity shall: (i) comply with all HIPAA obligations applicable to it; (ii) obtain all required consents before transmitting PHI; (iii) transmit PHI only through HIPAA-Eligible Services covered by this Addendum; (iv) configure services in accordance with the HIPAA Rules and Service Provider's published security guidelines; (v) limit PHI to the minimum necessary; and (vi) promptly notify Service Provider of any changes to Individual permissions affecting Processing.

6. TERM AND TERMINATION

6.1 Duration.

This Addendum remains in force for the term of the Services Agreement unless earlier terminated under this Section.

6.2 Termination for Breach.

Either party may terminate this Addendum upon written notice if the other has materially breached and failed to cure within thirty (30) days of written notice. If cure is not feasible, termination may be immediate upon notice.

6.3 Return or Destruction of PHI.

Upon termination or expiration, Service Provider's authorization to Process PHI ceases immediately. Within sixty (60) days, Service Provider shall, at Covered Entity's election, return or securely destroy all PHI and provide written certification thereof. Obligations relating to confidentiality, Breach notification, and record retention survive until all PHI has been returned or destroyed.

6.4 Service Downgrades.

If Covered Entity downgrades HIPAA-Eligible Services to non-HIPAA-Eligible services, Service Provider's authorization to Process PHI ceases with respect to those services, and Section 6.3 applies.

7. GENERAL PROVISIONS

7.1 Conflict with Services Agreement.

In the event of conflict between this Addendum and the Services Agreement regarding PHI Processing, this Addendum controls. All non-conflicting terms of the Services Agreement remain in effect.

7.2 Indemnification and Liability.

The indemnification and limitation of liability provisions of the Services Agreement apply to performance under this Addendum.

7.3 Amendment.

If any amendment to HIPAA, the HITECH Act, or the HIPAA Rules renders any provision inconsistent with applicable law, the parties shall cooperate in good faith to amend this Addendum accordingly. Amendments must be in writing and signed by authorized representatives.

7.4 Interpretation.

Ambiguities shall be resolved to permit compliance with HIPAA. This Addendum shall be interpreted consistent with the HIPAA Rules and the HITECH Act.

7.5 Entire Agreement.

This Addendum, together with the Services Agreement and applicable ordering documents, constitutes the entire agreement with respect to PHI Processing and supersedes all prior understandings on the same subject matter.

IN WITNESS WHEREOF, the parties have caused this Business Associate Addendum to be executed by their duly authorized representatives as of the date last signed below.

SERVICE PROVIDER:

[Legal Name of Service Provider]

By: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

Email: _____

COVERED ENTITY / CUSTOMER:

[Legal Name of Customer]

By: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

Email: _____