

## **Business Associate Agreement (BAA) Template**

**Effective Date:** [Insert Date]

This Business Associate Agreement (“Agreement”) is entered into by and between:

**Covered Entity:** [Client Name], with principal business address at [Client Address]  
 (“Covered Entity”)

and

**Business Associate:** Absolute Velocity Labs LLC (“AVLC”), with principal business address at [Insert AVLC Address] (“Business Associate”).

### **1. Purpose**

This Agreement is intended to ensure compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations, including the Privacy, Security, Breach Notification, and Enforcement Rules (45 CFR Parts 160 and 164).

### **2. Definitions**

- **Protected Health Information (PHI):** Has the meaning given in HIPAA.
- **Required by Law:** Has the meaning set forth in HIPAA.
- Other terms used in this Agreement shall have the same meaning as those terms in HIPAA.

### **3. Obligations and Activities of Business Associate**

- Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- Business Associate will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
- Business Associate will report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI.

- Business Associate will ensure that any agents or subcontractors agree to the same restrictions and conditions with respect to PHI.
- Business Associate will make PHI available for access and amendment as required by HIPAA.
- Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of HHS for purposes of determining compliance.

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

- Business Associate may use or disclose PHI as necessary to perform services for Covered Entity, provided such use or disclosure would not violate HIPAA.
- Business Associate may use PHI for proper management and administration or to carry out legal responsibilities, provided disclosures are required by law or with reasonable assurances of confidentiality.

#### **5. Term and Termination**

- This Agreement is effective as of the Effective Date and will remain in effect until terminated by either party with written notice or upon termination of the underlying services agreement.
- Upon termination, Business Associate will return or destroy all PHI, if feasible. If not feasible, protections of this Agreement will continue for as long as PHI is retained.

#### **6. Miscellaneous**

- Any amendment to this Agreement must be in writing and signed by both parties.
- This Agreement is governed by the laws of the State of Arizona.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**[Client Name] (Covered Entity)**

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

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

**Absolute Velocity Labs LLC (Business Associate)**

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

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