

HIPPA BUSINESS ASSOCIATE AGREEMENT



This Agreement ("Agreement") is effective _____ ("Effective Date") by and between Wittybee, Inc. ("Business Associate" or "BA") and _____ ("Covered Entity").

DEFINITIONS

"HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Business Associate, Covered Entity, Disclosure, Protected Health Information ("PHI"), Required By Law, Secretary, Security Incident, Subcontractor, and Use.

Business Associate agrees to:

- a) Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;
- b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- c) Report to covered entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such information;
- e) To the extent the BA is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- f) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Covered Entity agrees that:

- a) Covered Entity will not request that BA use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

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- b) Covered Entity will notify BA in writing of any limitation in its notice of privacy practices adopted in accordance with the Privacy Rules, to the extent that such limitation may affect BA's use or disclosure of PHI.
- c) Covered Entity will provide BA with written notice of any revocations, amendments or restrictions in Covered Entity's use or disclosure of PHI if such changes affect BA's permitted or required uses and disclosure of PHI under this Agreement or the BA's Terms of Service.
- d) BA, due to the nature of the technology utilized by BA, may have no access, direct or indirect, to the Protected Health Information supplied by Covered Entity to BA.
- e) Due to the nature of the technology utilized by BA, BA cannot make PHI available (i) to the extent and in the manner required by Section 164.524 of the Privacy Rule, (ii) for amendment or incorporate any amendments to PHI in accordance with the requirements of Section 164.526 of the Privacy Rule, or (iii) for purposes of accounting of disclosures, as required by Section 164.528 of the Privacy Rule. Rather, Covered Entity will be solely responsible for compliance with each of the foregoing.
- f) BA may use or disclose PHI if requested by any law enforcement agency.

TERMINATION

This Agreement does not supersede or replace, the BA's Terms of Service, attached herewith. Termination of Covered Entity's business relationship with BA shall be under the terms set forth in the BA's Terms of Service. Notwithstanding anything in this Agreement or in the BA's Terms of Service to the contrary, Covered Entity has the right to terminate this Agreement immediately if Covered Entity determines that BA has violated any of its material terms.

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

HIPPA COVERED ENTITY

HIPPA BUSINESS ASSOCIATE

Company: _____

Wittybee, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____