



## **BUSINESS ASSOCIATE AGREEMENT**

This Agreement is entered into by and between Health Care Provider and Business Associate **Allergy 123, LLC.**, (as each is designated on the signature block at the end of this agreement) to set forth the terms and conditions under which “protected health information” (PHI), as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Regulations enacted hereunder, created or received by Business Associate on behalf of Health Care Provider may be used or disclosed.

This Agreement shall commence on \_\_\_\_\_(Date) and the obligations herein shall continue in effect so long as Business Associate uses, discloses, creates or otherwise possesses any protected health information created or received on behalf of Health Care Provider and until all protected health information created or received by Business Associate on behalf of Health Care Provider is destroyed or returned to Health Care Provider.

1. Health Care Provider and Business Associate hereby agree that Business Associate shall be permitted to use and/or disclose protected health information created or received on behalf of Health Care Provider for the following purposes:
  - a. Establishing and maintaining Business Management Programs for Health Care Provider.
  - b. Introducing, maintaining, and programming Electronic Medical Record Systems for Health Care Provider.
  - c. Introducing, maintaining, and marketing health services for Health Care Provider.
2. It is to be understood by all parties that the permitted uses and disclosures must be within the scope of practice and necessary to achieve the obligations and responsibilities of Business Associate in performing on behalf of, or providing services to, the Health Care Provider.
3. Business Associate may use and disclose protected health information created or received by Business Associate on behalf of Health Care Provider if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities, provided that any disclosure is:
  - a. Required by law, or
  - b. Business Associate obtains reasonable assurances from the person to whom the protected health information is disclosed that the protected health information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person.
4. Business Associate hereby agrees to maintain the security and privacy of all protected health information in a manner consistent with Colorado State and Federal laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations hereunder, and all other applicable law.
5. Business Associate further agrees not to use or disclose protected health

- information except as expressly permitted by this Agreement, applicable law, or for the purpose of managing Business Associate own internal business processes.
6. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of protected health information not permitted by this Agreement or applicable law.
  7. Business Associate agrees to amend, pursuant to a request by Health Care Provider, protected health information maintained and created or received by Business Associate, on behalf of the Health Care Provider. Business Associate further agrees to complete such amendment within thirty (30) days of a written request by Health Care Provider, and to make such amendment as directed by Health Care Provider.