

Business Associate Agreement (BAA)

Between

Covered Entity: _____

and

Business Associate: ZagaTech

Effective Date: _____

1. Purpose

This Business Associate Agreement ("Agreement") supplements and is made part of the underlying services agreement(s) between the parties. It governs ZagaTech's creation, receipt, maintenance, or transmission of PHI on behalf of Covered Entity pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the HITECH Act, and their implementing regulations.

2. Definitions

Terms used but not otherwise defined have the meanings given in 45 CFR Parts 160 and 164, including Protected Health Information (PHI), electronic PHI (ePHI), Security Incident, Breach, and Unsecured PHI.

3. Permitted Uses and Disclosures

Business Associate may use and disclose PHI only as necessary to perform the Services for Covered Entity, as permitted by this Agreement, and as required by law. Business Associate may not use PHI for marketing or other purposes not authorized by Covered Entity. Deidentified information may be created consistent with 45 CFR §164.514 and used for analytics and product improvement.

4. Safeguards

Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI, including encryption, access controls, audit logging, and workforce training.

5. Subcontractors

Business Associate shall ensure that any subcontractor who creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees in writing to the same restrictions and conditions that apply to Business Associate under this Agreement, including execution of a BAA where applicable.

6. Reporting Obligations

Business Associate shall report to Covered Entity any Security Incident or Breach of Unsecured PHI without unreasonable delay and no later than 60 days after discovery. The report shall include the information required by 45 CFR §164.404(c) to the extent known at the time of the report.

7. Access, Amendment, and Accounting

To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate shall provide Covered Entity, upon request, access to PHI for individuals, make amendments, and provide an accounting of disclosures, in each case as required under 45 CFR §164.524–528.

8. Audit and Records

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA.

9. Minimum Necessary

Business Associate shall request, use, and disclose only the minimum PHI necessary to accomplish the intended purpose of the use, disclosure, or request.

10. Term and Termination

This Agreement is effective on the Effective Date and coterminous with the Services. Upon termination for any reason, Business Associate shall, if feasible, return or destroy all PHI received from Covered Entity. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement and limit further uses and disclosures to those purposes that make the return or destruction infeasible.

11. Breach Cure; Termination for Cause

If Business Associate materially breaches this Agreement, Covered Entity may terminate the Agreement if Business Associate does not cure the breach within a commercially reasonable period after written notice.

12. Indemnification

Each party shall indemnify and hold harmless the other party from claims, damages, and expenses arising from its breach of this Agreement or violation of applicable law, to the extent allowed by law and the underlying agreement.

13. Miscellaneous

This Agreement is governed by applicable federal law and, where not preempted, the law of the governing jurisdiction named in the underlying agreement. Any conflict between this Agreement and the underlying agreement shall be resolved in favor of this Agreement with respect to PHI. This Agreement may be executed in counterparts and by electronic signatures.

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

Covered Entity	Business Associate — ZagaTech
By: _____	By: _____
Name: _____	Name: _____

Title: _____	Title: _____
Date: _____	Date: _____