

Business Associate Agreement (BAA)

Effective Date: [Insert Effective Date]

Covered Entity: [Insert Name/Organization of Covered Entity]

Business Associate: FrameShare LLC

Business Address: [Insert FrameShare address]

1. Purpose

This Business Associate Agreement ("Agreement") is entered into between the Covered Entity and FrameShare LLC ("Business Associate") to ensure compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the Privacy, Security, and Breach Notification Rules (45 CFR Parts 160 and 164).

2. Definitions

The terms "Business Associate," "Covered Entity," "PHI," "e-PHI," "Breach," "Designated Record Set," "Individual," "Security Incident," and other capitalized terms used in this Agreement shall have the same meaning as defined in HIPAA and its implementing regulations.

3. Obligations of Business Associate

- Use or disclose PHI only as permitted by this Agreement or required by law.
- Use appropriate safeguards to prevent unauthorized use or disclosure of PHI and comply with the Security Rule for e-PHI.
- Report any use or disclosure not permitted by this Agreement, including any breach of unsecured PHI, to the Covered Entity without unreasonable delay.
- Ensure that subcontractors who access PHI agree to the same restrictions and conditions.
- Make PHI available to the Covered Entity or Individual as necessary to comply with 45 CFR 164.524.
- Incorporate any amendments to PHI as directed by the Covered Entity per 45 CFR 164.526.
- Provide an accounting of disclosures as necessary under 45 CFR 164.528.
- Comply with the Privacy Rule to the extent required when performing delegated functions.

4. Permitted Uses and Disclosures

- Use PHI to provide the services described in the service agreement with the Covered Entity.
- Use PHI for its own proper management and administration or legal responsibilities.
- De-identify PHI in accordance with 45 CFR 164.514 for research, evaluation, or product improvement.
- Disclose PHI as required by law or as authorized in writing by the Covered Entity.

5. Breach Notification

FrameShare shall:

- Promptly investigate and notify the Covered Entity of any potential breach of unsecured PHI.
- Include in the notice: a description of the breach, types of PHI involved, mitigation steps, and contact details.
- Support the Covered Entity in notifying affected individuals, the media, or the Secretary if applicable.

6. Obligations of Covered Entity

The Covered Entity agrees to:

- Notify FrameShare of any changes in privacy practices, permission revocation, or PHI use restrictions.
- Not request FrameShare to use or disclose PHI in any manner that would violate HIPAA.

7. Term and Termination

- Term: This Agreement begins on the Effective Date and remains in effect until terminated by either party.
- Termination for Cause: Either party may terminate this Agreement for a material breach by the other party, subject to cure.
- Post-Termination: Upon termination, FrameShare will return or securely destroy all PHI or, if infeasible, continue to safeguard it under this Agreement.

8. Miscellaneous

- Amendment: This Agreement may be amended in writing to ensure HIPAA compliance.
- Governing Law: This Agreement shall be governed by applicable federal law and, where not preempted, [Insert State Law, e.g., New York].
- Survival: Provisions related to PHI protection shall survive termination.
- Entire Agreement: This BAA constitutes the entire agreement between the parties regarding PHI handling.

9. Signatures

Covered Entity

Name: _____

Title: _____

Signature: _____

Date: _____

Business Associate (FrameShare LLC)

Name: _____ Stefan Oliva

Title: _____ Founder & CEO

Signature:  _____

Date: _____