

# Business Associate Agreement

## Agreement

This Agreement is made by and between **ICN Ventures, Inc.**, 1200 Mountain Laurel Dr, Watkinsville, GA 30677 and **Your Practice**, 1 Main Street, Wherever, USA 12345.

## Definitions

### Catch-All Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

### Specific Definitions

1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at [45 CFR 160.103](#), and in reference to the party to this agreement, shall mean **ICN Ventures, Inc.**
2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at [45 CFR 160.103](#), and in reference to the party to this agreement, shall mean **Your Practice**.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at [45 CFR Part 160](#) and [45 CFR Part 164](#).

### Obligations and Activities of Business Associate

Business Associate agrees to:

1. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
2. Use appropriate safeguards, and comply with [Subpart C of 45 CFR Part 164](#) with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
3. Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at [45 CFR 164.410](#), and any security incident of which it becomes aware;
4. 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 protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
5. Make available protected health information in a designated record set to Covered Entity as necessary to satisfy obligations of Covered Entity under [45 CFR 164.524](#);
6. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to [45 CFR 164.526](#), or take other measures as necessary to satisfy Covered Entity's obligations under [45 CFR 164.526](#);
7. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity to satisfy obligations of Covered Entity under [45 CFR 164.528](#);
8. To the extent Business Associate is to carry out one or more of the obligations of Covered Entity 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
9. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

## Permitted Uses and Disclosures by Business Associate

1. Business Associate may only use or disclose protected health information as outlined in the Service Agreement section of this Agreement.
2. Business Associate is authorized to use protected health information to de-identify the information in accordance with [45 CFR 164.514\(a\)-\(c\)](#) for the purposes of providing statistical data for analysis and reporting.
3. Business Associate may use or disclose protected health information as required by law.
4. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with the minimum necessary policies and procedures of Covered Entity.
5. Business Associate may not use or disclose protected health information in a manner that would violate [Subpart E of 45 CFR Part 164](#) if done by Covered Entity, except for the specific uses and disclosures set forth below.
  - o Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - o Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

## Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

1. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under [45 CFR 164.520](#), to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
3. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under [45 CFR 164.522](#), to the extent that such restriction may affect business associate's use or disclosure of protected health information.

## Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under [Subpart E of 45 CFR Part 164](#) if done by Covered Entity, except where the Business Associate will use or disclose protected health information for, and the agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

## Term and Termination

1. Term. The Term of this Agreement shall be effective as of the date of electronic or written signature by Covered Entity, and shall remain in effect until either Party terminates the Agreement as outlined in paragraphs (2) of this Section.
2. Termination by Covered Entity. Covered Entity may terminate this agreement for any reason, with or without cause. Covered Entity must provide written notice to Business Associate outlining 1) the reason(s) for the termination, and 2) the requested date of termination, which must be a minimum of thirty (30) days after date of notification.
3. Termination by Business Associate. Business Associate may terminate this agreement for any reason, with or without cause. Business Associate must provide written notice to Covered Entity outlining 1) the reason(s) for the termination, and 2) the requested date of termination, which must be a minimum of six (6) months after date of notification.

4. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
  - Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - Return to Covered Entity or destroy the remaining protected health information that the Business Associate still maintains in any form;
  - Continue to use appropriate safeguards and comply with [Subpart C of 45 CFR Part 164](#) with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
  - Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraph (5) of the "Permitted Uses and Disclosures By Business Associate" section above which applied prior to termination; and
  - Return to Covered Entity or destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
  - Transmit the protected health information to another Business Associate of the Covered Entity at termination of protected health information created, received, or maintained by subcontractors.
5. Obligations of Covered Entity Upon Termination. Upon termination of this Agreement for any reason, Covered Entity shall:
  - Pay to Business Associate any outstanding balance due to Business Associate in accordance with this Agreement and as outlined on invoices, bills and other statements provided to Covered Entity.
6. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

## **Use and Service Agreement**

Business Associate shall:

1. Provide access to ccm:trak via a secure web interface to Covered Entity 24 hours a day, 7 days a week, except for occasional downtime for software, hardware and network maintenance outside of normal business hours.
2. Provide support for ccm:trak via email to attempt to answer questions and resolve issues that Covered Entity may have regarding ccm:trak in a timely fashion so as not to adversely impact Covered Entity's schedules and workflow.
3. Accept input and suggestions from Covered Entity for new features and functions, as well as improvements to existing features and functions, and may implement changes to ccm:trak based on input and suggestions for use by all users of ccm:trak.
4. ICN will not share any information about Covered Entity or its employees, patients or practices with any other party under any circumstances.

Covered Entity shall:

1. Not use ccm:trak for any purpose other than those expressly authorized.
2. Not allow any third-party to access or use ccm:trak.
3. Not translate, reverse engineer, decompile or disassemble ccm:trak to develop any other computer program or for any other reason.
4. Not share information from any collaboration between it and Business Associate with any other party.
5. Allow secure, remote access to their computer network and servers as necessary to setup and implement an interface with its electronic medical records software, if ccm:trak provides an interface to the particular electronic medical records software and if Covered Entity chooses to utilize the interface.

## License and Use Fees

1. Covered Entity will be billed Net-15 on the last day of each calendar month based on the number of its patients that meet either of the following criteria during the calendar month.

(1) The patient has any time recorded in ccm:trak during that month, whether or not the total amount of time for the month meets or exceeds a billing threshold, or

(2) The patient has any online forms in ccm:trak and the patient is marked as "Active" in ccm:trak, whether or not any time is recorded for the patient during the month.

Patients in ccm:trak that meet both criteria will only be counted once. Patients in ccm:trak that don't meet either criteria will not be counted.

2. ccm:trak Fee Schedule:

# Patients	Charge Per Patient Per Month
Time Recorded or Care Plan Created	\$1.00

3. Fee Schedule Adjustments: Business Entity reserves the right to adjust Fee Schedule by no more than seven percent (7%) on each anniversary of the effective date of this Agreement, provided written notice has been made to Covered Entity at least six (6) months prior to the anniversary date.

## Miscellaneous

1. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

**Signatures**

**Your Practice**  
Signature of Authorized Representative

"I certify that I have the authority to accept this Business Associate Agreement,  
and by signing, I accept this agreement."

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Print Your Name

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Signature Date

**ICN Ventures, Inc.**  
Signature of Authorized Representative

"I certify that I have the authority to accept this Business Associate Agreement,  
and by signing, I accept this agreement."

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Print Your Name

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Signature Date