Business Associate Agreement (BAA)

Between Uplift Healthcare, Inc. and Effective Date:

This Agreement is entered into by and between:
Covered Entity: Uplift Healthcare, Inc.
Address: 5812 Hollywood Blvd, Room 7, Hollywood, FL 33021
Legal Business Name and Address:

# 1. Purpose

This Business Associate Agreement (BAA) is entered into pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and applicable federal regulations to ensure protection of Protected Health Information (PHI) handled by the Business Associate on behalf of Uplift Healthcare, Inc.

# 2. Definitions

* “Covered Entity” refers to Uplift Healthcare, Inc.
* “Business Associate” means the contractor, vendor, or partner who performs services or functions involving the use or disclosure of PHI on behalf of the Covered Entity.
* “PHI” refers to Protected Health Information as defined in 45 CFR §160.103.
* “Breach”, “Unsecured PHI”, and other terms shall have the meanings set forth under HIPAA and HITECH regulations.

# 3. Obligations of the Business Associate

* The Business Associate agrees to:
* Use or disclose PHI only as permitted by this Agreement or required by law.
* Use appropriate safeguards to prevent unauthorized use or disclosure.
* Report to the Covered Entity about any breach or security incident within 5 business days.
* Ensure that any subcontractors who handle PHI agree to the same restrictions.
* Make PHI available for inspection or amendment by patients as required under HIPAA.
	+ Maintain an accounting of disclosures and provide it upon request.
	+ Comply with all applicable HIPAA, HITECH, and privacy/security regulations.

# 4. Permitted Uses and Disclosures by Business Associate

* The Business Associate may:
	+ Use PHI to perform functions or services for the Covered Entity as described in their service agreement.
	+ Disclose PHI to subcontractors, agents, or personnel who need access to perform those services, provided they comply with this Agreement.
* The Business Associate may not:
	+ Use PHI for marketing or sell PHI without written authorization.
	+ De-identify data unless specifically authorized in writing.

# 5. Term and Termination

This Agreement shall remain in effect until terminated by either party with 30 days’ written notice. Upon termination, the Business Associate shall return or securely destroy all PHI, unless retention is required by law. If return or destruction is not feasible, the Business Associate shall continue to protect the PHI in accordance with this Agreement.

# 6. Signatures

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

For Uplift Healthcare, Inc. (Covered Entity): For [Business Associate Name]
Name: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: Title:
Signature: Signature:
Date: Date:

# 7. HIPAA Training Verification

The Business Associate certifies that all personnel who may have access to Protected Health Information have completed appropriate HIPAA Privacy and Security training. Documentation of such training will be made available to the Covered Entity upon request.

Authorized Representative Initials: \_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_