

Business Associate Agreement (BAA)

This Business Associate Agreement ("Agreement") is entered into by and between:

- Covered Entity (CE): _____, based in the State of _____, USA.
- Business Associate (BA): Brainmark Health Inc., a Canadian corporation organized under the laws of British Columbia, Canada, with its principal place of business located at: 11295 Pazarena Place, Maple Ridge, BC, V2X 4K9, Canada.

1. Purpose

This Agreement is executed to ensure that Brainmark Health Inc. ("Business Associate") appropriately safeguards Protected Health Information ("PHI") received, created, maintained, or transmitted on behalf of the Covered Entity in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and all implementing regulations at 45 CFR Parts 160 and 164.

2. Definitions

"PHI" means Protected Health Information as defined in 45 CFR §160.103.

"Business Associate" has the meaning in 45 CFR §160.103.

"Unsecured PHI" means PHI not secured through technology or methodologies approved by HHS.

3. Obligations of Business Associate

Brainmark Health Inc. shall:

- Comply with HIPAA Privacy, Security, and Breach Notification Rules.
- Implement administrative, physical, and technical safeguards pursuant to 45 CFR §§164.308, 164.310, and 164.312.
- Limit the use and disclosure of PHI to the minimum necessary.
- Not use or disclose PHI except as permitted or required by this Agreement or as required by law.
- Ensure workforce members receive HIPAA-compliant training.
- Maintain written policies and procedures consistent with HIPAA requirements.

4. Permitted Uses and Disclosures

Brainmark Health Inc. may:

- Use PHI solely to perform services defined under the Service Agreement.
- De-identify PHI consistent with 45 CFR §164.514 when appropriate.
- Disclose PHI to subcontractors only when they agree in writing to HIPAA-equivalent safeguards.

5. Prohibited Uses and Disclosures

Brainmark Health Inc. shall not:

- Sell PHI or use PHI for marketing purposes.
- Use PHI in any way not expressly permitted by the Agreement or HIPAA.
- Disclose PHI to any third party without explicit authorization or a valid HIPAA exception.

6. Safeguards

Brainmark Health Inc. shall implement a comprehensive Security Program, including but not limited to:

- Encryption of PHI in transit and at rest using industry-recognized standards.
- Multi-factor authentication for systems containing PHI.
- Continuous monitoring, access logs, and audit trails.
- Incident response and disaster recovery protocols.

7. Reporting of Breaches

Brainmark Health Inc. shall notify the Covered Entity of any breach of Unsecured PHI within no more than 10 calendar days, consistent with 45 CFR §164.410.

Such notification shall include:

- The nature of the PHI involved
- Date of the breach and discovery
- Steps taken to mitigate harm
- Corrective actions implemented

8. Subcontractors

All subcontractors or agents who receive PHI from Brainmark Health Inc. must sign a contract imposing the same restrictions, safeguards, and conditions that apply to the Business Associate in accordance with 45 CFR §164.502(e)(1)(ii).

9. Access to PHI

Upon request, Brainmark Health Inc. shall provide access to PHI in a Designated Record Set to the Covered Entity or directly to an Individual as required under 45 CFR §164.524.

10. Amendments to PHI

Brainmark Health Inc. shall amend PHI in accordance with 45 CFR §164.526 upon written request from the Covered Entity.

11. Audit and Inspection

The Business Associate agrees to make internal practices, records, and documentation relating to the use and disclosure of PHI available to the U.S. Department of Health and Human Services (HHS) for compliance review as required by 45 CFR §164.504(e)(2)(ii)(H).

12. Termination

Upon termination of this Agreement, Brainmark Health Inc. shall:

- Return or securely destroy all PHI.
- Not retain any copies unless required by law.

If return or destruction is infeasible, protections of this Agreement shall extend indefinitely.

13. Indemnification

Brainmark Health Inc. agrees to indemnify and hold harmless the Covered Entity from any damages, costs, or liabilities arising from unauthorized uses or disclosures of PHI caused by the Business Associate's negligence or noncompliance.

14. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the United States and the State of _____, without regard to conflicts of law.

15. Entire Agreement

This Agreement constitutes the entire understanding between the parties relating to HIPAA compliance and supersedes all prior agreements on the matter.

Signatures

Covered Entity (CE): _____ Date: _____

Brainmark Health Inc. (BA): _____ Date: _____