

# Business Associate Agreement (BAA)

Between:

Covered Entity: \_\_\_\_\_

And

Business Associate: PulseMed Couriers LLC ("Business Associate")

Effective Date: \_\_\_\_\_

## 1. Purpose

This Agreement is entered into to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by HITECH, and governs the handling of Protected Health Information ("PHI") by PulseMed Couriers LLC in its role as a Business Associate to the Covered Entity.

## 2. Definitions

PHI: Protected Health Information as defined by HIPAA.

Business Associate: PulseMed Couriers LLC, providing courier and logistics services involving PHI.

Covered Entity: The healthcare provider or organization contracting with Business Associate.

## 3. Obligations of Business Associate

Business Associate agrees to:

1. Use and disclose PHI only as permitted under this Agreement or as required by law.
2. Implement safeguards to prevent unauthorized use/disclosure of PHI.
3. Report any security incident or breach of PHI to the Covered Entity without unreasonable delay.
4. Ensure subcontractors agree to the same restrictions and safeguards.
5. Provide access to PHI when required by Covered Entity or law.
6. Make internal practices available for compliance review by the Secretary of HHS.
7. Return or securely destroy PHI upon termination of this Agreement, if feasible.

## 4. Permitted Uses and Disclosures

Business Associate may use/disclose PHI:

- To perform courier and logistics services (pickup, transport, and delivery of medical items).
- For proper management and legal responsibilities of Business Associate, if permitted by law.
- As required to fulfill obligations under service agreements with Covered Entity.

## 5. Obligations of Covered Entity

Covered Entity agrees to:

- Provide PHI only as necessary for Business Associate to perform services.
- Not request Business Associate to use/disclose PHI in violation of HIPAA.
- Inform Business Associate of any restrictions on PHI use.

## 6. Term and Termination

This Agreement is effective as of the Effective Date.

Either party may terminate upon material breach by the other.

Upon termination, Business Associate must return or destroy PHI, if feasible.

## 7. Miscellaneous

This Agreement is governed by the laws of the State of Louisiana.  
Any amendments must be in writing and signed by both parties.

Covered Entity

Business Associate: PulseMed Couriers LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_