



# **Business Associate Agreement**

This Business Associate Agreement is entered into effective this \_\_\_\_\_, 2025  
by and between AIM Services, Inc, 'covered entity' and

\_\_\_\_\_, 'business associate'.

## **Introduction**

A "business associate" is a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.

The HIPAA Rules generally require that covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard protected health information. The business associate contract also serves to clarify and limit, as appropriate, the permissible uses and disclosures of protected health information by the business associate, based on the relationship between the parties and the activities or services being performed by the business associate. A business associate may use or disclose protected health information only as permitted or required by its business associate contract or as required by law. A business associate is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule.

This written contract between AIM Services, Inc., a covered entity and \_\_\_\_\_  
a business associate is to:

- (1) establish the permitted and required uses and disclosures of protected health information by the business associate or subcontractor;
- (2) provide that the business associate or subcontractor will not use or further disclose the information other than as permitted or required by the contract or as required by law;
- (3) require the business associate or subcontractor to implement appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to electronic protected health information;
- (4) require the business associate or subcontractor to report to the covered entity or business associate any use or disclosure of the information not provided for by its contract, including incidents that constitute breaches of unsecured protected health information;
- (5) require the business associate or subcontractor to disclose protected health information as specified in its contract to satisfy a covered entity's or business associate's obligation with respect to



individuals' requests for copies of their protected health information, as well as make available protected health information for amendments (and incorporate any amendments, if required) and accountings;

(6) to the extent the business associate or subcontractor is to carry out a covered entity's or business associate's obligation under the Privacy Rule, require the business associate or subcontractor to comply with the requirements applicable to the obligation;

(7) require the business associate or subcontractor to make available to HHS its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the business associate or subcontractor on behalf of, the covered entity or business associate for purposes of HHS determining the covered entity's or business associate's compliance with the HIPAA Privacy Rule;

(8) at termination of the contract, if feasible, require the business associate or subcontractor to return or destroy all protected health information received from, or created or received by the business associate or subcontractor on behalf of, the covered entity or business associate;

(9) require the business associate or subcontractor to ensure that any subcontractors it may engage on its behalf that will have access to protected health information agree to the same restrictions and conditions that apply to the business associate or subcontractor with respect to such information; and

(10) authorize termination of the contract by the covered entity or business associate if the business associate or subcontractor violates a material term of the contract.

## **Definitions**

### Catch-all definition:

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:

(a) 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 [Insert Name of Business Associate].

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103

(c) Subcontractor. "Subcontractor" 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 [Insert Name of subcontractor]. A Subcontractor can be viewed as a Business Associate to another Business Associate.



(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

### **Obligations and Activities of Business Associate or Subcontractor**

Business Associate or Subcontractor agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) 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;
- (c) Report to business associate 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;
- (d) 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 subcontractor agree to the same restrictions, conditions, and requirements that apply to the subcontractor with respect to such information;
- (e) Make available protected health information in a designated record set to the business associate as necessary to satisfy obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the business associate pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the business associate as necessary to satisfy obligations under 45 CFR 164.528;
- (h) To the extent the subcontractor is to carry out one or more of business associate's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the business associate in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

### **Provisions for Business Associate to Inform Subcontractor of Privacy Practices and Restrictions**

- (a) Business associate shall notify subcontractor of any restriction on the use or disclosure of protected health information that business associate has agreed to or is required to abide by under



45 CFR 164.522, to the extent that such restriction may affect subcontractor's use or disclosure of protected health information.

### **Permissible Requests by Covered Entity**

Business associate shall not request subcontractor to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164..

### **Term and Termination**

(a) Term. The Term of this Agreement shall be effective as of \_\_\_\_\_, 2025 and shall terminate on the date business associate terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Subcontractor authorizes termination of this Agreement by business associate, if business associate determines subcontractor has violated a material term of the Agreement.

(c) Obligations of Subcontractor Upon Termination.

Upon termination of this Agreement for any reason, subcontractor shall return to business associate or, if agreed to by business associate, destroy all protected health information received from business associate, or created, maintained, or received by subcontractor on behalf of business associate, that the subcontractor still maintains in any form. Subcontractor shall retain no copies of the protected health information.

(d) Survival. The obligations of subcontractor under this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Business Associate and AIM Services, Inc [covered entity] have executed the Agreement as of the day and year written above.

BUSINESS ASSOCIATE:

AIM Services, Inc.:

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

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

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

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

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

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