

# **BUSINESS ASSOCIATE AGREEMENT**

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

AISS Technologies LLC, d/b/a MedSiteAI ("Business Associate")

AND

[COVERED ENTITY NAME] ("Covered Entity")

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

## **RECITALS**

WHEREAS, Covered Entity wishes to disclose certain information to Business Associate, some of which may constitute Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

WHEREAS, Business Associate provides website hosting and related technology services to Covered Entity;

WHEREAS, the parties wish to comply with HIPAA and the HITECH Act requirements regarding the protection of PHI;

NOW, THEREFORE, the parties agree as follows:

## **1. DEFINITIONS**

Terms used in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160-164. "Protected Health Information" or "PHI" means individually identifiable health information transmitted or maintained in any form.

## **2. OBLIGATIONS OF BUSINESS ASSOCIATE**

Business Associate agrees to:

- a) Not use or disclose PHI other than as permitted by this Agreement or as required by law;
- b) Use appropriate safeguards to prevent unauthorized use or disclosure of PHI;
- c) Report any security incident or breach of unsecured PHI to Covered Entity;
- d) Ensure that any subcontractors agree to the same restrictions;
- e) Make PHI available to individuals as required by HIPAA;
- f) Make internal practices available to HHS for compliance determination.

### **3. PERMITTED USES AND DISCLOSURES**

Business Associate may use or disclose PHI only to perform services under its agreement with Covered Entity, provided such use or disclosure would not violate HIPAA if done by Covered Entity.

### **4. TERM AND TERMINATION**

This Agreement shall be effective as of the date first written above and shall terminate when all PHI is destroyed or returned to Covered Entity, or if that is not feasible, protections are extended to such information.

### **5. MISCELLANEOUS**

This Agreement shall be governed by applicable federal law. Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA.

## **SIGNATURES**

### **BUSINESS ASSOCIATE:**

AISS Technologies LLC d/b/a MedSiteAI

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

### **COVERED ENTITY:**

Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

For questions about this BAA, contact: [hipaa@aiscansolutions.com](mailto:hipaa@aiscansolutions.com)