In January 2013, the U.S. Department of Health & Human Service (HHS) published model Business Associate Agreement provisions which are available at:

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/contractprov.html>.

NYSUT benefit funds should consider using the model provisions. In addition, the following template can be used.

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**BUSINESS ASSOCIATE AGREEMENT**

**[NOTE:** USE THIS BUSINESS ASSOCIATE AGREEMENT (BAA) IF THERE IS NO EXISTING CONTRACT BETWEEN THE PLAN AND THE BUSINESS ASSOCIATE OR TO REPLACE ENTIRELY THE BAA CURRENTLY IN PLACE, TO THE EXTENT THAT THE EXISTING BAA WAS NOT ALREADY UPDATED FOR PRIVACY, SECURITY AND/OR HITECH AND THE HIPAA FINAL OMNIBUS RULE.

**NOTE:** IF THERE IS CURRENTLY A SERVICE PROVIDER AGREEMENT IN PLACE, THE AGREEMENT COULD EITHER BE AMENDED WITH THIS LANGUAGE, OR ADDED AS AN ADDENDUM, TO THE EXTENT THAT IT WAS NOT ALREADY UPDATED FOR THE ABOVE-REFERENCED LAWS. FUND COUNSEL SHOULD DECIDE HOW TO APPROPRIATELY AMEND.

**NOTE:** THERE IS INDEMNIFICATION LANGUAGE IN THE FOLLOWING BAA. IF A SERVICE PROVIDER AGREEMENT EXISTS, THEN THAT AGREEMENT MAY ALREADY CONTAIN INDEMIFICATION LANGUAGE.]

**BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is made effective as of the 23rd day of September, 2013 [OR INSERT EFFECTIVE DATE OF AGREEMENT WITH SERVICE PROVIDER, IF LATER] by and between [insert Plan name] with principal offices at [insert street address, city, state, and zip code of Plan’s principal office] (“Plan” or “Covered Entity”) and [insert full name of Business Associate], a [insert State in which entity is licensed to do business] Corporation with principal office and place of business at [insert street address, city, state, and zip code where Business Associate has principal office] (“Business Associate”).

**WITNESSETH**:

**WHEREAS,** given the nature of the contractual relationship between the parties, both parties acknowledge that they are subject to the rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and

**WHEREAS,** this Agreement is required for the purposes of complying with the Privacy provisions of HIPAA at 45 C.F.R. §§160 and 164 (Subparts A and E), the Security provisions of HIPAA for the protection of ePHI at 45 C.F.R. §§160 and 164 (Subparts A and C), as amended and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“HHS”) and other appli­cable laws; and

**WHEREAS,** Protected Health Information and ePHI (as those terms are defined herein) are confidential and must be afforded special treatment and protection, such that all information can be used or disclosed only in accordance with the Standards for Privacy and Security of Individually Identifiable Health Information set forth at 45 C.F.R. §§160 and 164 (the “Privacy Rule” and the “Security Rule,” respectively) as implemented in the parties’ relationship by this Agreement; and

**WHEREAS,** **[insert name of Business Associate]** acknowledges that it is a Business Associate of the Plan under the terms of HIPAA regarding the services it performs for the Plan; and

**WHEREAS,** the parties desire to enter into this Agreement for their compliance with HIPAA.

**NOW, THEREFORE,** in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** Terms used, but not otherwise defined, in this Agreement have the same meaning as those ascribed to such terms in the Health Insurance Portability and Accountability Act of 1996 (as amended pursuant to the Health Information Technology for Economic and Clinical Health Act, Subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”) in the HIPAA Final Omnibus Rule 78 FR 5566 (January 25, 2013)), and the regulations promulgated thereunder as set forth in the Code of Federal Regulations (“CFR”) at Title 45, Part 160, Part 162, and Part 164, and other applicable laws (collectively, “HIPAA” or the “HIPAA Rules”). In addition, the following terms shall have the following meaning
   1. **“Breach”** shall have the same meaning given to such term under the HIPAA Final Omnibus Rule.
   2. **“Business Associate”** shall have the meaning given to such term under the Privacy Rule, the Security Rule, as amended, including but not limited to, 42 U.S.C. §17938 and 45 C.F.R. §160.103.
   3. **“Covered Entity”** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. §160.103.
   4. **“Data Aggregation”** shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. §164.501.
   5. **“Designated Record Set”** shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. §164.501.
   6. **“Electronic Protected Health Information” (ePHI)** means Protected Health Information that is maintained or transmitted by electronic media.
   7. **“Electronic Health Record”** shall have the meaning given to such term in the HITECH Act, including but not limited to, 42 U.S.C. §17921.
   8. **“Health Care Operations”** shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. §164.501.
   9. **“Individual”** shall have the same meaning as the term “individual” in 45 C.F.R. §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
   10. **“Privacy Rule”** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. §160 and §164, subparts A and E.
   11. **“Protected Health Information”** or **“PHI”** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. §164.501. PHI includes ePHI.
   12. **“Protected Information”** shall mean PHI provided by the Covered Entity to the Business Associate or created or received by the Business Associate on the Covered Entity’s behalf.
   13. **“Required By Law”** shall have the same meaning as the term “required by law” in 45 C.F.R. §164.501.
   14. **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
   15. **“Security Rule”** shall mean the Standards for Security of ePHI at 45 C.F.R. §160 and §164, subparts A and C.
   16. **“Unsecured PHI”** shall have the meaning given to such term under the HITECH Final Omnibus Rule, and any guidance issued pursuant to such Rule including, but not limited to, 42 U.S.C. §17932(h).
2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**
3. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
4. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate further agrees to develop, implement, maintain, and use reasonable and appropriate administrative, technical, and physical security safeguards to preserve the confidentiality, integrity, and availability of ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. The Business Associate shall keep these safeguards current.
5. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
6. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware. Business Associate further agrees to promptly report to Covered Entity, in writing, any security incident, use, or disclosure of ePHI not authorized by this Agreement or in writing by Covered Entity of which Business Associate becomes aware.
7. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate further agrees to require any and all subcontractors or agents to whom Business Associate provides ePHI to agree to impose at least the same obligations to protect such ePHI as are imposed on Business Associate by this Agreement.
8. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner or designated by the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule. Business Associate further agrees to make its internal practices, books, and records relating to the use and disclosure of ePHI, if such practices, books, and records are not otherwise protected by applicable legal privileges, available to HHS or its designee for the purpose of determining the Covered Entity’s compliance with the Security Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528.
10. Business Associate agrees to provide to Covered Entity or an Individual, within 48 hours of a request, information collected in accordance with Section (g) above of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528.
11. The Business Associate shall not use Protected Information except for the purpose of performing the Business Associate’s obligations under the contractual relationship between the Business Associate and the Covered Entity or this Agreement. Further, the Business Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by the Covered Entity. However, the Business Associate may use Protected Information for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, or for Data Aggregation purposes for Health Care Operations.
12. The Business Associate shall not disclose Protected Information except for the purpose of performing the Business Associate’s obligations under the contractual relationship between the Business Associate and the Covered Entity or this Agreement. The Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if so disclosed by the Covered Entity. However, the Business Associate may disclose Protected Information for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law, or for Data Aggregation purposes for the Health Care Operations of the Covered Entity. If the Business Associate discloses Protected Information to a third party, the Business Associate must obtain, prior to making such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify the Business Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach.
13. The Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. The Business Associate shall not disclose Protected Information to a health plan for payment or Health Care Operations purpose if the member has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. The Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of the Covered Entity and as permitted by the HIPAA rules; however, this prohibition shall not affect payment by the Covered Entity to the Business Associate for services provided pursuant to the contractual relationship between the Business Associate and the Covered Entity.
14. The Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the contractual relationship between the Business Associate and the Covered Entity, including but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Information in accordance with 45 C.F.R. §§164.308, 164.310, and 164.312. The Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. §164.316. The Business Associate shall train workforce members on, and have sanctions for, a failure to comply with its policies and procedures, as well as to permit individuals to file complaints regarding the policies and procedures (or a failure to comply with them).
15. The Business Associate shall report to the Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the contractual relationship between the Business Associate and the Covered Entity or this Agreement, and any Breach of Unsecured PHI of which it becomes aware, following discovery and without unreasonable delay, but in no case later than ten (10) calendar days after discovery. In addition, the Business Associate shall notify the Covered Entity within twenty-four (24) hours of any suspected or actual breach of security (a breach of secured PHI), intrusion, or unauthorized use or disclosure of PHI of which the Business Associate becomes aware (following discovery) and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. To the extent possible, the Business Associate shall provide the Covered Entity with immediate notification of any breaches described in this subsection (by telephone, for example), and then shall follow up with the information outlined in this subsection. The Business Associate shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. If so directed by the Covered Entity, the Business Associate shall send breach notifications to those individuals affected by any breaches described in this subsection (breaches of both Unsecured and secured PHI); such breach notifications shall comply in all respects with the breach notification content rules and methods of notification rules under the HIPAA Rules (and state law, if necessary). Any and all costs associated with the breach notifications to individuals affected by the breaches described in this subsection shall be borne solely by the Business Associate. If necessary, the Business Associate shall cooperate with the Covered Entity in investigating any incidents described in this subsection. For purposes of this subsection, “discovery” shall mean the first day when the incident becomes known, or by exercising reasonable diligence, would have been known, to a person (other than the person committing the breach) who is a member of the Business Associate’s workforce or that of any of the Business Associate’s agents. The Business Associate shall maintain documentation that all required breach notifications were made (applicable to breach notifications when the Covered Entity requests the Business Associate to send breach notifications to affected individuals), or alternatively, of its risk assessment, in the application of any exceptions to the definition of a Breach. In the case of any breaches described in this subsection, the Business Associate shall, to the extent possible, identify each individual whose PHI has been, or is reasonably believed to have been, breached; and, any other information that the Covered Entity reasonably requests with regard to notification to affected individuals.
16. The Business Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such PHI and implement the safeguards required by subsection (l), above, with respect to ePHI. The Business Associate shall implement and maintain sanctions against agents and subcontractors that violate the restrictions and conditions and shall mitigate the effects of any such violations.
17. To the extent the Business Associate maintains a designated record set on behalf of the Covered Entity, the Business Associate shall make Protected Information maintained by the Business Associate or its agents or subcontractors in Designated Record Sets available to the Covered Entity for inspection and copying within ten (10) days of a request by the Covered Entity to enable the Covered Entity to fulfill its obligations under the Privacy Rule. If the Business Associate Maintains an Electronic Health Record, the Business Associate shall provide such information in an electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act.
18. To the extent the Business Associate maintains a designated record set on behalf of the Covered Entity, within ten (10) days of receipt of a request from the Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, the Business Associate or its agents or subcontractors shall make such Protected Information available to the Covered Entity for amendment and incorporate such amendment to enable the Covered Entity to fulfill its obligations under the Privacy Rule. If any individual requests an amendment of Protected Information directly from the Business Associate or its agents or subcontractors, the Business Associate shall notify the Covered Entity within five (5) days of the request.
19. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity or an Individual, within 10 days of a request, information collected in accordance with Section (k) above of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528, and, as applicable, Section 13405(c) of the HITECH Act and any regulations issued thereunder as of the applicable effective date of such regulations.
20. The Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Covered Entity and to the Secretary of HHS for the purposes of determining the Business Associate’s compliance with the Privacy Rule.
21. The Business Associate and its agents or subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure (as determined by the Secretary of HHS).
22. If the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity’s obligations under the contractual relationship between the Business Associate and the Covered Entity or this Agreement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate is required to terminate the arrangement if feasible. The Business Associate shall provide written notice to the Covered Entity of any pattern of activity or practice of the Covered Entity that the Business Associate believes constitutes a material breach or violation of the Covered Entity’s obligations above referenced within five (5) days of discovery, and shall meet with the Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
23. Within ten (10) days of a written request by the Covered Entity, the Business Associate and its agents or subcontractors shall allow the Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purposes of determining whether the Business Associate has complied with this Agreement; provided, however, that (i) the Business Associate and the Covered Entity shall mutually agree in advance upon the scope, timing and location of any such inspection, (ii) the Covered Entity shall protect the confidentiality of all confidential and proprietary information of the Business Associate to which the Covered Entity has access during the course of such inspection; and (iii) the Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by the Business Associate. The fact that the Covered Entity inspects, or fails to inspect, or has the right to inspect, the Business Associate’s facilities, systems, books, records, agreements, policies and procedures does not relieve the Business Associate of its responsibility to comply with this Agreement. The Business Associate shall notify the Covered Entity within ten (10) days of learning that the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.
24. **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.** Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
25. **OBLIGATIONS OF COVERED ENTITY.**
26. The Covered Entity shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect the Business Associate’s use or disclosure of Protected Health Information.
27. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate’s use or disclosure of Protected Health Information.
28. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R §164.522, to the extent that such restriction may affect the Business Associate’s use or disclosure of Protected Health Information.
29. **PERMISSIBLE REQUESTS BY COVERED ENTITY.** The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.
30. **TERM AND TERMINATION.**
31. **Term.** Unless otherwise stated herein, this Agreement shall be effective from the 23rd day of September, 2013 [INSERT DATE OF SERVICE AGREEMENT IF LATER] until the later of (1) the date of termination of the contractual relationship between the Covered Entity and the Business Associate; or (2) the date when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the provisions of Subdivision (c) of this paragraph 6.
32. **Termination for Cause.** Upon Covered Entity’s knowledge of a material breach by Business Associate, Covered Entity shall either: (1) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the underlying contractual relationship if the Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or (2) immediately terminate this Agreement and the underlying contractual relationship if Business Associate has breached a material term of this Agreement and cure is not possible. A breach by the Business Associate of this Agreement, as determined by the Covered Entity, shall constitute a material breach of the contractual relationship between the Business Associate and the Covered Entity and shall provide grounds for immediate termination of the contractual relationship, any provision of that contractual relationship notwithstanding. The Covered Entity may terminate the contractual relationship, effective immediately, if the Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA regulations, or other privacy or security laws, or a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA regulations, or other privacy or security laws is made in any administrative or civil proceeding in which the party has been joined.
33. **Effect of Termination.** Upon termination for any reason, the Business Associate shall, at the option of the Covered Entity, return or destroy all Protected Information that the Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by the Covered Entity, the Business Associate shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If the Covered Entity elects destruction of the PHI, the Business Associate shall certify in writing to the Covered Entity that such PHI has been destroyed.
34. **INTERPRETATION.** The provisions of this Agreement shall prevail over any provisions of the contractual relationship between the Business Associate and the Covered Entity that may conflict or appear inconsistent with any provisions in this Agreement. This Agreement shall be interpreted as broadly as necessary to implement and comply with all of the HIPAA Rules and applicable regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
35. **INDEMNIFICATION.** Notwithstanding any terms or provisions in the contractual relationship between the Business Associate and the Covered Entity to the contrary (including any limitation of liability provisions), the Business Associate hereby agrees to defend, indemnify and hold harmless the Covered Entity and its trustees, employees, agents, contractors and insurers from any and all claims, demands and causes of action, and from any and all loss and expense which may arise, directly or indirectly from the negligent or intentional errors, acts, or omissions, knowing misrepresentations, or breach of this Agreement of or by the Business Associate.
36. **DISCLAIMER.** The Covered Entity makes no warranty or representation that compliance by the Business Associate with this Agreement, HIPAA, the HITECH Act, or the HIPAA regulations will be adequate or satisfactory for the Business Associate’s own purposes. The Business Associate is solely responsible for all decisions made by the Business Associate regarding safeguarding of PHI.
37. **CERTIFICATION.** To the extent that the Covered Entity determines that examination is necessary to comply with the Covered Entity’s legal obligations pursuant to HIPAA relating to certification of its security practices, the Covered Entity or its authorized agents or contractors may, at the Covered Entity’s expense, examine the Business Associate’s facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to the Covered Entity the extent to which the Business Associate’s security safeguards comply with HIPAA, the HITECH Act, the HIPAA regulations, or this Agreement.
38. **AMENDMENT.** The Covered Entity and the Business Associate specifically agree to take action as is necessary (make required amendments) to implement the changing standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and any other applicable laws relating to the security or confidentiality of PHI.
39. **ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**. Business Associate shall make itself, and any subcontractors, employees, or agents assisting Business Associate in the performance of its functions for Covered Entity, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its Trustees, officers, or employees based upon claimed violation of HIPAA or other laws relating to security and privacy, except where Business Associate or its subcontractor agent is named as an adverse party.

**IN WITNESS WHEREOF**, the [Insert Plan name]and [Insert Business Associate name] have authorized their representatives to execute this Agreement on their behalves on the dates indicated below.

**[Insert name of Plan]**

DATED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Print Name:   
Title:

**[BUSINESS ASSOCIATE]**

DATED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,201\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Print Name:

Title:

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