

Business Associate Agreement

Senior Care Connected, by GDI Digital Solutions

Sample for review. This is the standard agreement we sign with each care center before it enters protected health information in Senior Care Connected. We send a copy with your center's details for signature during onboarding. Have your own advisor review it if you wish.

This Business Associate Agreement (“Agreement”) is entered into as of _____ (“Effective Date”) between _____ (“Covered Entity”) and GDI Digital Solutions (“Business Associate”), which provides the Senior Care Connected software service (“the Service”) to Covered Entity.

1. Definitions

Terms used but not defined in this Agreement have the meanings given in the HIPAA Rules, including Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (“PHI”), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. “HIPAA Rules” means the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Obligations of Business Associate

Business Associate agrees to:

- a. Not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement.
- c. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including Breaches of Unsecured PHI as required by 45 CFR 164.410, and any Security Incident of which it becomes aware, without unreasonable delay and in no case later than 30 calendar days after discovery. The parties agree that unsuccessful attempts to access systems, such as pings, port scans and blocked sign-in attempts, are reported by this sentence and need no further notice.

- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information.
- e. Make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524, within 15 business days of a written request.
- f. Make any amendment to PHI in a Designated Record Set as directed or agreed to by Covered Entity under 45 CFR 164.526. Because Covered Entity's authorized users can edit records in the Service directly, Covered Entity will ordinarily make such amendments itself.
- g. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.
- h. To the extent Business Associate carries out an obligation of Covered Entity under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of that obligation.
- i. Make its internal practices, books and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted uses and disclosures by Business Associate

- a. Business Associate may use or disclose PHI as necessary to provide the Service to Covered Entity, including hosting, storing, backing up, processing, displaying and transmitting PHI at the direction of Covered Entity's authorized users, and providing support.
- b. Business Associate may use or disclose PHI as Required by Law.
- c. Business Associate agrees to make uses, disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- d. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except as set out in paragraphs (e) and (f).
- e. Business Associate may use PHI for its proper management and administration or to carry out its legal responsibilities, and may disclose PHI for those purposes if the disclosure is Required by Law, or Business Associate obtains reasonable assurances from the recipient that the information will remain confidential, will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed, and that the recipient will notify Business Associate of any instances in which the confidentiality of the information has been breached.

- f. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity, and may de-identify PHI in accordance with 45 CFR 164.514(a) through (c). Business Associate will not sell PHI or use it for marketing.

4. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation in its Notice of Privacy Practices, any changes in or revocation of an Individual's permission to use or disclose PHI, and any restriction on the use or disclosure of PHI that Covered Entity has agreed to, to the extent such limitation, change or restriction may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.
- c. Covered Entity is responsible for managing its users' access within the Service, including which staff may see clinical records and which family members are linked to each participant, and for obtaining any consents needed for those disclosures.

5. Term and termination

- a. **Term.** This Agreement begins on the Effective Date and ends when Covered Entity's use of the Service ends and all PHI has been returned or destroyed under paragraph (c).
- b. **Termination for cause.** Business Associate authorizes termination of this Agreement by Covered Entity if Covered Entity determines Business Associate has violated a material term of this Agreement and Business Associate has not cured the breach within 30 days of written notice.
- c. **Obligations on termination.** On termination, Business Associate shall, at Covered Entity's written election, return to Covered Entity or destroy all PHI it maintains in any form, and retain no copies, except that PHI in backup media will be destroyed as those backups expire on their normal schedule. Where return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to that PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible, for as long as it maintains the PHI.
- d. **Survival.** Business Associate's obligations under this section survive termination of this Agreement.

6. Miscellaneous

- a. **Regulatory references.** A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.

- b. **Amendment.** The parties agree to amend this Agreement as necessary for compliance with the HIPAA Rules and any other applicable law.
- c. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. If this Agreement conflicts with the Senior Care Connected Terms of Service with respect to PHI, this Agreement controls.
- d. **Notices.** Notices to Business Associate go to info@gdidigitalsolutions.com. Notices to Covered Entity go to the account owner's email address on file in the Service, or to the address below.

Covered Entity

Organization

Signature

Name and title

Date

Address for notices

Business Associate: GDI Digital Solutions

Signature

Name and title

Date