

Business Associate Agreement

_____, 20____

into by and between _____
and **THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES** for the benefit of the healthcare components of Florida Atlantic University (

WITNESSETH:

WHEREAS, Covered Entity and Business Associate are entering into an agreement identified as the _____ **Business Arrangement(s)** , pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access health information that is protected by state and/or federal law; and

WHEREAS, this Agreement and the **Business Arrangement(s)** will be executed within the mandated time so that

becomes aware, as soon as reasonably practical but not later than 10 days after Business Associate becomes aware of such use or disclosure. Business Associate agrees to mitigate, to the extent practical, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI in violation of this agreement. Business Association shall not directly or indirectly receive remuneration in exchange for any PHI. Business Associate shall not make or cause to be made any communication about a product or service or any written fundraising communication that is prohibited by 42 U.S.C. §17936.

6. Minimum Necessary. Business Associate shall at all times comply with disclosure of PHI, as defined in the Privacy Standards, Security Standards, HITECH Act, and any implementing regulations. As required by the HITECH Act, the use, disclosure, or request of PHI shall be limited, to the extent practicable, to a limited data set or, if needed, to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request. In addition, the entity disclosing the PHI (as opposed to the requester) shall make the minimum necessary determination.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of University, Business Associate shall (a) permit an Individual to inspect or obtain a copy of PHI contained in that set about the Individual under conditions and limitations required under 45 CFR § 164.524, and (b) amend PHI maintained by Business Associate as requested by University and in accordance with the Privacy Standards set forth at 45 CFR § 164.526. Business

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business associates and that are required to be incorporated by reference in a business associate agreement, including but not limited to those requirements set forth in Subtitle D of HITECH, are incorporated into this Agreement between Business Associate and Covered Entity as if set forth in this Agreement in their entirety and are effective as of the Applicable Effective Date.

18.3 Standards to Secure Data. The HITECH Act imposes on entities covered by HIPAA and their business associates federal breach notification requirements will apply to PHI in any form. PHI is acquired by an unauthorized party. The breach notification requirements will apply to PHI in any form. PHI may be vulnerable in any of the following commonly recognized data states:

- (a) : Data that is moving through a wired or wireless network;
- : Data that resides in databases, files, or in storage;
- : Data that is in the process of being created, maintained, updated, or destroyed; or
- : Data that has been discarded or recycled.

