BUSINESS ASSOCIATE AGREEMENT

**THIS BUSINESS ASSOCIATE AGREEMENT** (hereinafter “BAA”) is entered into by and between University of Iowa Health Care (hereinafter “Covered Entity”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Business Associate”).

**RECITALS**

1. **WHEREAS**, Covered Entity has entered into an agreement with Business Associate for certain services (hereinafter such agreement will be referred to as an “Underlying Agreement”) and this BAA shall be applicable to any such Underlying Agreement(s) entered into by Covered Entity and Business Associate; and
2. **WHEREAS**, Covered Entity desires to provide certain Protected Health Information protected by the Federal Privacy and Security Regulations established at 45 CFR Parts 160 and 164, as amended from time to time, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-5 and its implementing regulations (“ARRA”) (for purposes of this BAA all such laws and regulations shall be referred to herein collectively as the “HIPAA Rules”), to Business Associate in order for Business Associate to carry out the services described in the Underlying Agreement or in an exhibit attached hereto; and
3. **WHEREAS**, the purpose of this BAA is to comply with HIPAA Rules, as well as applicable laws and regulations of the State of Iowa as the same applies to Protected Health Information, and therefore this BAA governs the terms and conditions under which Business Associate (and its agents and subcontractors as applicable) will access, use, transfer, disclose, and/or maintain PHI of Covered Entity in the performance of certain services for, or on behalf of, Covered Entity.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth in this BAA, the parties agree as follows:

1. **DEFINITIONS**. Unless otherwise defined in this BAA, all capitalized terms used herein and not otherwise defined shall have the same meanings as established in the HIPAA Rules. For purposes of this BAA:
   1. “Compliance Date”. “Compliance Date” shall mean the date by which compliance is required under the HIPAA Rules.
   2. Electronic PHI or e-PHI. “Electronic PHI” or “e-PHI” shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103 limited to the information created or received by Business Associate from, or created for or on behalf of Covered Entity.
   3. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
   4. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from, or created for or on behalf of Covered Entity.
   5. Underlying Agreement. “Underlying Agreement” refers to the agreement(s) or arrangement(s) made by and between Covered Entity and Business Associate for certain services as described within the Underlying Agreement (“Services”). Any provision of the Underlying Agreement(s), including all exhibits or other attachments thereto and all documents incorporated therein by reference, that is directly contradictory to one or more terms of this BAA ("Contradictory Term"), shall be superseded by the terms of this BAA to the extent and only to the extent of the contradiction and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this BAA.
2. **OBLIGATIONS AND PERMITTED ACTIVITIES OF BUSINESS ASSOCIATE**.
   1. Services. Except as otherwise expressly limited in this BAA or Required By Law, Business Associate may Use or Disclose Protected Health Information to perform all functions, activities or services for, or on behalf of Covered Entity as necessary to perform the Services set forth in the Underlying Agreement, provided that such Use or Disclosure would not violate the HIPAA Rules if done by Covered Entity. If and only to the extent part of the services, Business Associate may perform data aggregation with regard to the health care operations of Covered Entity. All other uses not authorized by this BAA are prohibited.
   2. Business Purposes of Business Associate. Except as otherwise expressly limited in this BAA or the Underlying Agreement, if not prohibited under HIPAA Rules, the Business Associate may:
      1. Use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate.
      2. Disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to Covered Entity that (i) the disclosures are required by law, or (ii) the Business Associate has received in writing from the third party reasonable assurances regarding its confidential handling of such PHI as required under 45 C.F.R. § 164.504(e)(4) and § 164.314 and the provisions of this BAA, and the third party notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
   3. Limitations on Uses and Disclosures. The Use and Disclosure of PHI by the Business Associate shall be limited to the extent practicable, to the limited data set (as defined in 45 CFR §164.514(e)(2)) or, for non-treatment purposes or as otherwise applicable, to the minimum necessary (as defined in 45 CFR §164.514(e)(2)) to accomplish the intended purpose of such Use or Disclosure.
   4. Safeguards. Business Associate shall use appropriate Administrative, Physical, and Technical Safeguards, which include but are not limited to documented privacy and security measures, effectively training personnel, implementing controls to authenticate PHI access and use, limiting access to a Minimum Necessary standard, and preventing Use or Disclosure of the Protected Health Information in any manner other than as provided for by this BAA or as Required by Law. In the event that Business Associate will create, receive, maintain, or transmit electronic PHI on behalf of Covered Entity, Business Associate will comply with 45 CFR § 164, Subpart C and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall establish reasonable systems and practices to detect Breaches of Unsecured Protected Health Information and to provide appropriate training to its Workforce regarding Business Associate's policies and procedures pertaining to Use and Disclosure of Protected Health Information and the detection and reporting of Breaches of Unsecured Protected Health Information. Without limiting the foregoing, Business Associate attests that a HIPAA Security Risk Assessment meeting the requirements of the HIPAA Rules and which encompassed all products and services related to this BAA and all Underlying Agreement(s) has been completed within the last 18 months and that (i) all risks identified in such Security Risk Assessment ranked medium or high (using any similar or like terminology) have been mitigated and (ii) all remaining risks identified in such Security Risk Assessment have been mitigated or will be mitigated within 18 months of completion of the Security Risk Assessment, all in accordance with a documented Risk Mitigation Plan.
   5. Reporting Impermissible Uses or Disclosures. Report in writing immediately but in no event longer than within ten (10) business days to Covered Entity any Use or Disclosure of PHI of which it becomes aware or by exercising reasonable diligence would have been known by the Business Associate not provided for by this BAA, including breaches of unsecured Protected Health Information as required by 45 CFR §164.410, and cooperate with the Covered Entity in any mitigation or breach reporting efforts. Business Associate is prohibited from conducting any reporting activities to any entity or individual without the knowledge and approval of Covered Entity, unless providing notice or securing such approval is prohibited by order of court or other legal process. The following information shall be included in such report:
      1. A brief description of how the impermissible access, acquisition, use or disclosure occurred and how and when it was discovered;
      2. A description of whether Unsecured PHI was involved in the impermissible access, acquisition, use or disclosure, and the results of Business Associate’s risk assessment; and
      3. The steps Business Associate is taking to further investigate the impermissible access, acquisition, use or disclosure, to mitigate losses, and to protect against further impermissible access, acquisition, use or disclosure.
   6. Reporting Security Incidents. Business Associate shall report any Security Incident of which it is aware, following the same reporting obligations described above; provided, however, the parties acknowledge the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) which are trivial in nature. The parties agree that this BAA serves as notice of the existence of such Unsuccessful Security Incidents and that no further notice is required except as described below. “Unsuccessful Security Incidents” shall include, but are not limited to, pings and other broadcast attacks on BA’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above. To the extent that BA becomes aware of an unusually high number of such Unsuccessful Security Incidents due to the repeated acts of a single party, Business Associate shall notify Covered Entity of the Unsuccessful Security Incidents and provide the name, if available, of said party. At the request of Covered Entity, Business Associate shall identify the date of the Security Incident, the scope of the Security Incident, Business Associate’s response to the Security Incident, and the identification of the party responsible for causing the Security Incident, if known.
   7. Cooperation with Violations. Business Associate will cooperate with Covered Entity’s investigation and/or risk assessment with respect to any report made pursuant to Section 2.5, will abide by Covered Entity’s decision with respect to whether such acquisition, access, Use or Disclosure constitutes a Breach of PHI and will follow Covered Entity’s instructions with respect to any event reported to Covered Entity by Business Associate pursuant to Section 2.5. Business Associate shall maintain complete records regarding any event requiring reporting for the period required by 45 C.F.R. 164.530(j) or such longer period as may be required by state law and shall make such records available to Covered Entity promptly upon request but in no event later than within five (5) business days.
   8. Mitigation and Reimbursement of Expenses. Business Associate shall cooperate with Covered Entity to mitigate, to the greatest extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA. To the extent Covered Entity incurs any expenses that it reasonably determines to be necessary to mitigate any potential harm arising from a Security Incident or impermissible use or disclosure caused by BA, its agents, or its subcontractors, Business Associate shall reimburse Covered Entity for such expenses. Further, in the event of a Breach of PHI as determined by Covered Entity arising out of the acts or omissions of Business Associate or any Subcontractor of Business Associate, Business Associate agrees to reimburse Covered Entity or pay for, at Covered Entity's direction, the following costs: (i) reasonable cost of providing any notice to individuals affected by the Breach as Covered Entity reasonably determines to be required; (ii) reasonable cost of providing any required notice of the Breach to government agencies, media, and/or other entities as Covered Entity reasonably determines to be required; (iii) reasonable cost of providing individuals affected by the Breach of Protected Health Information with credit protection services designed to prevent fraud associated with identity theft crimes for a reasonable period of not less than twelve (12) months, except to the extent applicable law specifies a longer period for such credit protection services, in which case such longer period shall then apply; (iv) reasonable cost of providing contact support in the form of a toll-free number for affected individuals for the greater of any applicable period of time required by applicable law or sixty (60) calendar days, except to the extent applicable law specifies a longer period of time for such support, in which case such longer period shall then apply; (v) reasonable fees associated with computer forensics work required for investigation activities related to the Breach of Protected Health Information; (vi) fines or penalties assessed by governments or regulators or monetary settlements entered into therewith; (vii) paying reasonable costs or fees associated with any obligations imposed by applicable law, including HIPAA, in addition to the costs and fees defined herein; and (viii) undertaking any other action both parties agree to be appropriate. Any limitation of liability contained in an Underlying Agreement shall not apply to the reimbursement requirements of this Section. This Section shall survive the termination of this BAA.
   9. Notification to Individuals. At the Covered Entity’s option, the Business Associate will be responsible for notifying individuals of the occurrence when the Covered Entity requires notification and to pay any cost of such notifications, as well as any costs associated with the breach, including but not limited to credit monitoring. Any limitation of liability contained in an Underlying Agreement shall not apply to the reimbursement requirements of this Section. This Section shall survive the termination of this BAA. The Business Associate must obtain the Covered Entity’s approval of the time, manner and content of any such notifications, provide the Covered Entity with copies of the notification, and provide the notification within sixty (60) days after discovery of the breach. The Business Associate shall have the burden of demonstrating to the Covered Entity that all notifications were made as required, including any evidence demonstrating the necessity of any delay beyond the sixty (60) day calendar notification requirement to affected individuals after the discovery of the breach by the Covered Entity or Business Associate.
   10. Access. Provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual within a timeframe as requested by Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524. If Business Associate receives a request from an Individual for Protected Health Information in a Designated Record Set, Business Associate will forward any such request to Covered Entity within five [5) business days and will coordinate any responsive communication to the request consistent with the direction of Covered Entity.
   11. Amendment. In the event that the Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526, and in the time and manner designated by Covered Entity and take any other measures as directed by Covered Entity under 45 CFR §164.526.
   12. Accounting of Disclosures. Document such Disclosures of Protected Health Information and provide to Covered Entity within five (5) business days of request such 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 CFR §164.528 and, as of its Compliance Date, in accordance with the requirements for Accounting for Disclosures made through an Electronic Health Record in 42 U.S.C. §17935(c). Business Associate shall record all information regarding each disclosure of PHI as required pursuant to 45 C.F.R. §164.528. As of the Compliance Date, Business Associate shall also record any required information regarding each disclosure of PHI through an Electronic Health Record subject to an Accounting of Disclosures pursuant to 42 U.S.C. §17935(c).
   13. Restriction Requests. Comply with any restriction on Use or Disclosure of PHI under 45 CFR 164.522(a) of the HIPAA Rules when accepted by Covered Entity and communicated to Business Associate. Business Associate shall direct Individuals to Covered Entity to make any such request.
   14. Confidential Communications. Comply with any reasonable requests by Individuals under 45 CFR 164.522(b) to receive communications of PHI by alternative means or at alternate locations when accepted by Covered Entity and communicated to Business Associate. Business Associate shall direct Individuals to Covered Entity to make any such request.
   15. Obligations When Acting as Covered Entity. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under 45 Part 164, Subpart E, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.
   16. Agents and Subcontractors. As required by 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall enter into a written agreement with all Subcontractors to whom it provides Protected Health Information, which agreement shall include and require that such Subcontractor comply with the same restrictions, conditions, and obligations that apply under this BAA to Business Associate with respect to such Protected Health Information. Business Associate shall also require all agents to whom it provides PHI to comply with the same restrictions, conditions and obligations that apply under this BAA to Business Associate with respect to such PHI. If Business Associate becomes aware of a pattern or practice of activity of an agent or Subcontractor that would constitute a material breach or violation of the written agreement between Business Associate and such agent or Subcontractor, Business Associate shall take reasonable steps to cure such breach or terminate such written agreement or arrangement with such agent or Subcontractor. Business Associate must report to Covered Entity all suspected breaches made by agents and Subcontractors within ten (10) business days of discovering the possible breach. Business Associate is obligated to have in place reasonable and effective methods to monitor agent and subcontractor compliance with this BAA.
   17. Access to Books and Records. Business Associate shall make internal practices, books, and records, including policies and procedures, 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 Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules. In the event such a request comes directly from the Secretary to the Business Associate, Business Associate agrees to notify the Covered Entity of such request, unless prohibited by the Secretary or legal process and reasonably collaborate with Covered Entity in the preparation of the response.
   18. Remuneration, Marketing, and Fundraising Communication. Business Associate shall not: (a) directly or indirectly receive remuneration in exchange for any PHI in compliance with 42 U.S.C. § 17935(d) as of its Compliance Date; (b) make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a) as of its Compliance Date; and (c) make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. §17936(b) as of its Compliance Date.
   19. Offshoring Protected Health Information. Business Associate shall not disclose PHI in any form, using any medium, to any third party beyond the geographic boundaries of the United States without first receiving express written approval from Covered Entity; provided, however, this provision shall not apply to offshore (i.e., from outside the United States) view-only access to Business Associate’s systems or PHI therein in the event information technology support is necessary for the system or account containing PHI. Business Associate represents and warrants that its workforce is prohibited from relocating PHI (including by printing or copying PHI in any manner) outside the geographic boundaries of the United States without Covered Entity’s prior written approval.
   20. Deidentification. Business Associate may not de-identify Protected Health Information except as necessary to provide the Services. Business Associate is prohibited from Using or Disclosing any such deidentified information for its own purposes without the prior written consent of Covered Entity. Business Associate is further prohibited from Disclosing such deidentified information to any third party who may reidentify such information, in violation of 45 C.F.R. 164. Such disclosure shall constitute a breach of this BAA.
3. **OBLIGATIONS OF COVERED ENTITY**. With regard to the Use and/or Disclosure of PHI by the Business Associate, Covered Entity hereby agrees:
   1. To inform the Business Associate of any limitations in the Use and Disclosure of PHI set forth in the Covered Entity’s Notice of Privacy Practices that Covered Entity provides to Individuals pursuant to 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate’s Use or Disclosure of PHI. Covered Entity’s Notice of Privacy Practices is available at <https://uihc.org/hipaa-notice-privacy-practices-english>.
   2. To inform the Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose PHI, to the extent that such limitation may affect Business Associate’s Use or Disclosure of PHI.
   3. To notify the Business Associate, of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may impact in any manner the Use and/or Disclosure of PHI by the Business Associate under this BAA.
   4. Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity.
4. **TERM AND TERMINATION**.
   1. Termination. The obligations set forth in this section shall be effective as of the date the first Protected Health Information is released to Business Associate pursuant to this BAA, and shall terminate only when (1) 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 (2) if it is infeasible to return or destroy Protected Health Information, and protections are extended to such information, in accordance with the termination provisions of this section.
   2. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this BAA by Business Associate, Covered Entity shall provide in writing an opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this BAA if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity. If a cure by Business Associate is not reasonably possible as solely determined by Covered Entity, Covered Entity reserves the right to terminate this BAA immediately.
   3. Effect of Termination.
      1. Except as provided in paragraph (ii) of this section, upon termination of this BAA, for any reason, Business Associate shall return, transfer to another entity designated by Covered Entity or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
      2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification in writing of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
   4. Survival. The respective rights and obligations of Business Associate under this section shall survive the termination of this BAA.
5. **OWNERSHIP OF INFORMATION**. Covered Entity holds all right, title, and interest in and to the Protected Health Information and Business Associate does not hold and will not acquire by virtue of this BAA or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the Protected Health Information or any portion thereof. Except as otherwise agreed to in writing by the parties, Business Associate will have no right to compile and/or distribute statistical analyses and reports utilizing aggregated data derived or de-identified data from the Protected Health Information or any other health and medical data obtained from Covered Entity.
6. **RIGHT TO INJUNCTIVE RELIEF**. Business Associate expressly acknowledges and agrees that the breach, or threatened breach, by it of any provision of this BAA may cause Covered Entity to be irreparably harmed and that Covered Entity may not have an adequate remedy at law. Therefore, Business Associate agrees that upon such breach, or threatened breach, Covered Entity will be entitled to seek injunctive relief to prevent Business Associate from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to Covered Entity at law or in equity.
7. **COMPLIANCE WITH THE LAW**.
   1. Business Associate agrees to comply with all applicable federal and state privacy laws and regulations currently in existence and that may exist in the future including all amendments.
   2. This BAA shall be governed by, and construed in accordance with, the laws of the State of Iowa. All claims and causes of action arising from this BAA shall be brought in the state court located in Johnson County, IA or in a United States District Court located in the Southern District of Iowa.
8. **INSURANCE**. In addition to any insurance required under the Underlying Agreement, Business Associate agrees to keep in full force and effect and maintain at its sole cost and expense a policy of data breach and cyber liability insurance covering theft, loss, or unauthorized Disclosure of PHI by Business Associate or its agents or Subcontractor, in an amount sufficient to cover Business Associate’s obligations hereunder, regardless of when the claim is brought, which amount shall be not less than Ten Million and NO/100 Dollars ($10,000,000) per occurrence, Ten Million and NO/100 Dollars ($10,000,000) aggregate. All insurance shall name Covered Entity as a certificate holder, and Business Associate shall furnish or cause its insurance carrier to furnish a certificate of insurance to Covered Entity as evidence of such agreement on the Effective Date hereof. This insurance shall not be changed or cancelled without Business Associate providing at least thirty (30) days’ prior written notice to Covered Entity (unless such change or cancellation is due to nonpayment of premiums, in which event ten (10) days’ prior written notice shall be provided).
9. **INDEMNIFICATION AND LIMITATION OF LIABILITY**. Business Associate shall indemnify, defend, and hold harmless Covered Entity, and its subsidiaries and affiliates, and its and their trustees, officers, employees, agents, representatives and subcontractors from any and all claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, reasonable attorneys’ fees, expert witness fees, and costs of investigation, litigation, or dispute resolution to which Covered Entity may become subject resulting from or relating to: (1) any breach of this BAA by Business Associate; (ii) a Breach of Unsecured PHI caused by Business Associate or its agents, representatives or Subcontractors; (iii) failure of Business Associate to perform its obligations hereunder; or (iv) negligence of Business Associate, its directors, officers, agents, employees, representatives or subcontractors. Any limitation of liability contained in any Underlying Agreement shall not apply to the indemnification requirements of this Section. This Section shall survive the termination of this BAA. Covered Entity reserves the right to control its own defense in any litigation which may require Business Associate to indemnity Covered Entity.
10. **SUPERVENING LAW**. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of the State of Iowa relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to Business Associate, amend this BAA in such a manner as it determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within thirty (30) days of Covered Entity’s notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either party may terminate the Underlying Agreement on not less than thirty (30) days’ written notice to the other. If not so terminated, the amendment or amendments proposed by Covered Entity shall become effective.
11. **NOTICE**. Any notice provided hereunder to a Party shall be made via U.S. Mail or express courier to such Party’s address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

**As to Covered Entity**:

Privacy Officer

University of Iowa Hospitals and Clinics

200 Hawkins Drive

Iowa City, Iowa 52242-1009

**As to Business Associate**:

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1. **MISCELLANEOUS**. The following miscellaneous terms shall apply throughout the term of this BAA:
   1. Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section currently in effect or as amended, and for which compliance is required, when and as each is effective.
   2. Amendment. The parties agree to take such action as is necessary to amend this BAA from time to time for Covered Entity to comply with the requirements of the HIPAA Rules and any other applicable privacy laws or regulations.
   3. Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.
   4. Execution. The parties agree that this BAA may be executed by the exchange of faxed signed copies, or signed copies delivered by electronic mail in Adobe Portable Document Format or similar format, and a signature transmitted by such means shall be deemed an original signature for the purpose of executing this BAA.
   5. Independent Contractors. In the performance of services pursuant to any Underlying Agreement or this BAA, each Party is at all times acting and performing as an independent contractor and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent or master/servant relationship.
   6. No Third-Party Beneficiaries. This BAA is for the sole benefit of the parties, and there are no third-party beneficiaries to the BAA.
   7. No Assignment. Business Associate’s duties under this Addendum may not be transferred, assigned or assumed by any other person, in whole or in part, without the prior written consent of Covered Entity. Subject to the foregoing, this Addendum shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective permitted successors and assigns.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have executed this Agreement.

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| **UNIVERSITY OF IOWA HEALTH CARE**  **(“COVERED ENTITY”)** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **(“BUSINESS ASSOCIATE”)** |
|  |  |  |
| **Signature** |  | **Signature** |
| Bradley Haws, MBA |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Chief Executive Officer, University of Iowa Hospitals and Clinics  Associate VP, University of Iowa Health Care |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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