**Business Associate Agreement (BAA)**

This Business Associate Agreement ("BAA") is effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Effective Date") by and between **Etlworks LLC**, located at 18 Rosemont Lane, Pittsburgh, Pennsylvania, 15217 ("Business Associate"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Covered Entity"). Business Associate and Covered Entity are collectively referred to as the "Parties."

# 1. Purpose

This BAA governs the handling of Protected Health Information ("PHI") by the Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, as amended.

# **2. Definitions**

* **Protected Health Information (PHI)**: Individually identifiable health information as defined by HIPAA.
* **Breach**: Unauthorized access, use, or disclosure of PHI that compromises its security or privacy.
* **HIPAA Rules**: The Privacy, Security, and Breach Notification Rules at 45 C.F.R. Parts 160-164.

# **3. Obligations of Business Associate**

## **3.1 Use and Disclosure of PHI**

The Business Associate will:

* Use or disclose PHI only as permitted by this BAA or required by law.
* Limit access to PHI to those employees, agents, or subcontractors who need it to fulfill the Purpose and are bound by confidentiality obligations.

## **3.2 Safeguards**

* Implement reasonable and appropriate safeguards to protect PHI.
* Comply with the HIPAA Security Rule to ensure the confidentiality, integrity, and availability of electronic PHI (ePHI).

## **3.3 Breach Notification**

* Notify Covered Entity of any breach of unsecured PHI within 48 hours of discovery.
* Include in the notification details of the breach, affected individuals, and mitigation steps taken.

## **3.4 Mitigation**

Take prompt action to mitigate harmful effects of any unauthorized use or disclosure of PHI.

## **3.5 Subcontractors**

Ensure that subcontractors handling PHI agree to the same restrictions and conditions as this BAA.

# **4. Permitted Uses and Disclosures by Business Associate**

## **4.1 Management and Administration**

Business Associate may use PHI for its internal management and legal responsibilities, provided such use complies with HIPAA.

## **4.2 Data Aggregation**

If specified in the service agreement, Business Associate may use PHI for data aggregation services permitted by HIPAA.

# **5. Obligations of Covered Entity**

Covered Entity will:

* Notify Business Associate of any changes in privacy practices or restrictions on PHI.
* Not request Business Associate to use or disclose PHI in violation of HIPAA.

# **6. Term and Termination**

## **6.1 Term**

This BAA remains in effect until terminated by either party or upon termination of the underlying service agreement.

## **6.2 Termination for Cause**

Covered Entity may terminate this BAA if Business Associate materially breaches its obligations and fails to cure the breach within a reasonable timeframe.

## **6.3 Effect of Termination**

* Upon termination, Business Associate must return or destroy all PHI, unless retention is required by law.
* Any retained PHI must remain subject to the terms of this BAA.

# **7. Miscellaneous**

## **7.1 Governing Law**

This BAA is governed by the laws of the Commonwealth of Pennsylvania.

## **7.2 No Third-Party Beneficiaries**

This BAA does not create any rights for third parties.

## **7.3 Amendments**

This BAA may be amended only in writing and signed by authorized representatives of both Parties.

## **7.4 Severability**

If any provision of this BAA is found unenforceable, the remaining provisions will remain in effect.

# **Signatures**

**Etlworks LLC**
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: Maksym Sherbinin
Title: CEO
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Covered Entity**
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_