



HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("HIPAA BAA") is entered into by and between Entrespace, LLC, a Connecticut Limited Liability Company ("we", "us", "our") and you ("Client"), an organization that intends to use Secure Upload Portal hosted at Entrespace website.

This HIPAA BAA applies solely with respect to any and all Protected Health Information that may be collected, accessed, used, processed or disclosed while sharing records of Client's contacts through a Secure Upload Portal hosted at Entrespace website.

Pursuant to the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, including the Privacy Rule and Security Rule, and Breach Notification Rule, as amended ("HIPAA"), we may from time-to-time act as a Business Associate in the performance of our services for Client. In such event, the Client is a covered entity. Pursuant to this HIPAA BAA, we and Client agree to access, use, process and disclose any such PHI in compliance with the requirements of HIPAA.

Client accepts the term and conditions of this HIPAA BAA. Please note that we reserve the right, at our sole discretion, to change this HIPAA BAA from time to time.

1. Definitions

- a. **Protected Health Information** ("PHI") is limited to PHI, as defined in HIPAA, HITECH and their implementing rules, that is accessed, used, processed or disclosed pursuant to our Secure Upload Portal services hosted at Entrespace websites.
- b. **Covered Services** are services directly related to capabilities and functionality of Secure Upload Portal hosted at Entrespace websites.
- c. Capitalized terms not defined in this HIPAA BAA will be defined as provided in HIPAA, and their implementing rules.

2. Uses and Disclosures of PHI

- a. We will not access, use, process or disclose PHI for any purpose other than as permitted under this HIPAA BAA. We may access, use, process and disclose PHI to perform our obligations in conjunction with contact's use of their Secure Upload Portal hosted at Entrespace websites and to otherwise carry our legal responsibilities; provided, however, that in all cases such use is permitted under applicable law.
- b. We may disclose PHI if the disclosure is required by law or for the proper management and administration of our business, provided we obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law and for the purpose for which it was disclosed.
- c. Each party will maintain appropriate safeguards including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality,



integrity and availability of the PHI, as required under HIPAA, with respect to the Covered Services.

- d. If either party becomes aware of any unauthorized access to or use, processing or disclosure of unsecured PHI within the scope of the Covered Services, it will so notify the other party, based on the contact information provided during the use of any of the Secure Upload Portals hosted at Entrespace websites. Such notice will contain: (i) the date of discovery of the unauthorized access, use, processing or disclosure; (ii) a listing of the identification of individuals and/or classes of individuals who are subject to the unauthorized access, use, processing or disclosure; and (iii) a general description of the nature of the unauthorized access, use, processing or disclosure. The party responsible for such unauthorized access, use, processing or disclosure will perform an appropriate risk assessment to determine whether the PHI has been compromised. In performing the risk assessment, such party will consider a combination of factors such as: (a) the nature and extent of the PHI affected, (b) the unauthorized person who impermissibly used the PHI or to whom the PHI was impermissibly disclosed; (c) whether PHI was acquired or viewed and (d) the extent to which the risk to the PHI has been mitigated. The results of such risk assessment will be provided to other party. We are not responsible for monitoring Client's own access to or use, processing or disclosure of PHI.
- e. In the event of an unauthorized access to or use, processing or disclosure of unsecured PHI, the party responsible for such unauthorized access to or use, processing or disclosure of unsecured PHI will use reasonable efforts to mitigate, to the extent practicable, any harmful effect arising from such unauthorized access to or use, processing or disclosure of unsecured PHI.
- f. The parties will cooperate with respect to any required notifications that must be made to the individuals or the media with respect to any unauthorized access to or use, processing or disclosure of unsecured PHI.
- g. With respect to any Subcontractor or agent to whom either party provides PHI, the disclosing party will first contractually obligate such Subcontractor or agent to agree to protect such PHI pursuant to terms and conditions at least as protective as the terms of this HIPAA BAA.
- h. We may de-identify any and all PHI that is in our possession or control provided that we implement de-identification criteria in accord with applicable law. De-identified information does not constitute PHI and is not subject to the terms of this HIPAA BAA.
- i. We have no obligations under this HIPAA BAA with respect to any PHI that Client creates, receives, maintains, or transmits outside of Covered Services and this HIPAA BAA will not apply to any PHI created, received, maintained, or transmitted outside of Covered Services.

3. Compliance with Law

- a. Each party is responsible for its own compliance with any and all existing or subsequent laws, whether by statute, regulation, common law, or otherwise, related to its access to or use, processing or disclosure of PHI.



- b. Upon request by the Department of Health and Human Services ("HHS"), each party will make available to HHS the internal practices, books, and records of such party relating to the use and disclosure of PHI for purposes of ensuring compliance with the provisions of HIPAA.

4. Termination of HIPAA BAA

In the event that either party reasonably determines that the other has accessed, used, processed or disclosed unsecured PHI in a manner inconsistent with a material term of this HIPAA BAA, it will provide written notice of such breach to the other party and specify in reasonable detail any such breach. Upon receipt of such written notice, the receiving party will have 30 days to achieve compliance with this HIPAA BAA or to establish a reasonable schedule for compliance with this HIPAA BAA. In the event that a party fails or refuses to comply with this obligation, the other party may terminate this HIPAA BAA upon written notice. If either party reasonably determines that the other party has accessed, used, processed or disclosed PHI in a manner inconsistent with this HIPAA BAA following written notice of a prior breach, the non-breaching party may immediately terminate the HIPAA BAA.

5. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL WE OR OUR AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, PROPRIETORS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ATTORNEYS, PREDECESSORS, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS OF USE) ARISING OUT OF ITS ACCESS TO OR USE, PROCESSING OR DISCLOSURE OF PHI, EVEN IF IT OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the exclusion or limitation of liability for consequential or incidental damages; thus, this limitation may not be applicable.

6. Indemnification

Client will defend, indemnify, and hold harmless us and our affiliates, and its and their respective directors, officers, shareholders, proprietors, partners, employees, agents, representatives, servants, attorneys, predecessors, successors and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from Client's (i) unauthorized access to or use, processing or disclosure of PHI within the scope of Covered Services, (ii) breach of this HIPAA BAA or (iii) violation of applicable law.

7. Notices

All notices and other communications required or permitted to be given by us to you under this HIPAA BAA will be deemed to be properly given on the date when sent by email to the email address for you last recorded by us or sent by postal mail or private courier to the postal address for you last recorded by us or collected from upload forms hosted at Entrespace websites in accordance with our privacy policy, as described at entrespace.com/privacy, and our terms of use,



as described at entrespace.com/terms-of-use. All notices and other communications required or permitted to be given by you to us under this HIPAA BAA will be deemed to be properly given on the date when sent by email at hipaa@entrespace.com.

8. Miscellaneous

- a. This HIPAA BAA contains the final and entire HIPAA BAA regarding your use of the Covered Services and supersedes all previous and contemporaneous oral or written HIPAA BAAs. The failure by either party to enforce any right or provision of this HIPAA BAA will not constitute a waiver of that provision or of any other provision of this HIPAA BAA. If any provision of this HIPAA BAA is determined to be invalid or unenforceable by a court, such provision will be deemed severable and the remainder of this HIPAA BAA will remain in full force and effect. This HIPAA BAA may not be assigned by you.
- b. Both parties agree that this HIPAA BAA, as well as any and all claims arising from this HIPAA BAA will be governed by and construed in accordance with federal law and the laws of the State of Connecticut, without reference to its conflicts of law rules, and the parties irrevocably submit to the exclusive jurisdiction and venue of the courts of Hartford County, Connecticut.
- c. The parties are independent contractors and this HIPAA BAA does not create an agency, partnership or joint venture.

ACKNOWLEDGMENT AND SIGNATURE

Each party has caused this Agreement to be executed by its duly authorized representative. By signing below, each party agrees that: (a) it has received, clearly understands and agrees to all the terms in the Agreement; and (b) if acting on behalf of a business, it has authority to legally bind the business.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

Entrespace, LLC

Signature: _____

Name:

Title:

Date:

Client

Signature: _____

Name:

Title:

Date: