

HIPAA Business Associate Contract

This Agreement is made on _____.

BETWEEN: Live Conference Pro, LLC. (LCP)

Owned and operated by
Live Conference Pro, LLC.
of 782 River Rd, Suite 323
St. George, Utah, 84790 U.S.A.
("Business Associate")

- and -

Name: _____

Address: _____

City, State, Zip Code: _____

("Covered Entity")

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

Examples of specific definitions:

- a. Business Associate. "Business Associate" shall mean Live Conference Pro, LLC.
- b. Covered Entity. "Covered Entity" shall mean (Insert Name of Covered Entity)
_____.
- c. Document Center. Document Center shall mean the portion of the Live Conference PRO Server dedicated solely to the "Covered Entity's" own document storage.
- d. 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).
- e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- f. Protected Health Information. "Protected Health Information" 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 on behalf of Covered Entity.
- g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Obligations and Activities of Business Associate

Business Associate declares: Protected Health Information is not gathered, aggregated, stored, nor maintained by Live Conference Pro, LLC.

Should the Covered Entity inadvertently or purposely leave Protected Health Information on the LCP server's "Document Center" and the Business Associate is notified of such a breach the following applies:

- a. Business Associate agrees to notify the Covered Entity of such a breach and require the 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. This type of breach shall be deemed equivalent to leaving a client file exposed while attending another client in the same room and is beyond LCP's control. Notification of continuation of the said practice, to the Business Associate will constitute termination of this agreement as per Termination for cause upon Business Associate's knowledge of such a material breach.
- b. Business Associate agrees to not use or disclose Protected Health Information other than as Required By Law.
- c. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides back-end server access, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's access of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity

Term and Termination

- a. Term. The Term of this Agreement shall be effective as of the date of Covered Entities securing an online LCP subscription and shall terminate when the Covered Entity ceases its subscription with LCP and all information considered Protected Health Information is deleted from the LCP Server.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall: Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.
- c. Termination for Cause Upon Business Associate's knowledge of a material breach by Covered Entity shall: Provide an opportunity for Covered Entity to cure the breach or end the violation and terminate this Agreement if Covered Entity does not cure the breach or end the violation within the time specified by Business Associate.
- d. Effect of Termination. Upon termination of this Agreement, for any reason, Business Associate shall destroy all Protected Health Information stored on the LCP Document Server by the 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.

Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Survival. The respective rights and obligations of Business Associate under Section [Insert Section Number Related to "Effect of Termination"] of this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

Business Associate

Covered Entity (Insert Name of Covered Entity)

Live Conference Pro, LLC. (LCP)
Owned and operated by *Live Conference Pro, LLC.*,

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

Please complete and sign the document and return in PDF format to: support@liveconferencepro.com
Or, send to Live Conference Pro, LLC., 782 River Rd, St. George, Utah 84790. We will sign and return to you. This agreement is not in effect until both parties have signed.