

This Business Associate Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") between _____ ("Covered Entity") and Mansfield Technologies LLC, an Ohio limited liability company ("Business Associate"). It supplements the services agreement, quote, or purchase order under which Business Associate destroys information systems media for Covered Entity (the "Services").

1. Definitions

Terms used but not defined here have the meanings given in the HIPAA Rules, 45 CFR Parts 160 and 164. "PHI" means protected health information received from or on behalf of Covered Entity. "Media" means the hard drives, solid-state drives, tapes, devices, and other information systems media Covered Entity delivers to Business Associate for destruction.

2. Nature of the Services

Business Associate's sole function under the Services is the physical destruction of Media, on Covered Entity's premises or at Business Associate's receiving location for mailed Media, in accordance with NIST SP 800-88 or the standard specified in the Services agreement. Business Associate does not access, read, image, copy, or retain the contents of Media, and does not maintain a designated record set on behalf of Covered Entity. PHI is in Business Associate's custody only for the period between receipt of Media and its destruction.

3. Permitted uses and disclosures

Business Associate may use PHI only as necessary to perform the Services, and may disclose PHI only as required by law. Business Associate will not use or disclose PHI in any manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

4. Safeguards

Business Associate will use appropriate administrative, physical, and technical safeguards, and will comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided by this Agreement. Without limiting the foregoing, Business Associate will keep Media under its physical control or in tamper-evident, logged containers from receipt until destruction; will destroy Media in the presence of Covered Entity's representative when performed on Covered Entity's premises; and will destroy mailed Media within five business days of receipt, photographing sealed packages on arrival.

5. Reporting

Business Associate will report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, any Security Incident, and any Breach of Unsecured PHI, without unreasonable delay and in no case later than ten (10) business days after discovery, and will provide the information Covered Entity needs to meet its notification obligations under 45 CFR 164.410. Unsuccessful attempts at unauthorized access that do not result in unauthorized access to PHI (such as pings, port scans, and blocked log-in attempts) are reported by this paragraph and need not be reported individually.

6. Subcontractors

Business Associate will ensure that any subcontractor that creates, receives, maintains, or transmits PHI on its behalf agrees in writing to the same restrictions and conditions that apply to Business Associate. Recycling and smelting partners receive only destroyed material from which PHI cannot be recovered and are not subcontractors for purposes of this Agreement.

7. Individual rights

Because Business Associate does not maintain PHI in a designated record set, requests for access, amendment, or an accounting of disclosures under 45 CFR 164.524, 164.526, and 164.528 will be forwarded to Covered Entity within five (5) business days of receipt. Business Associate will document disclosures of PHI, if any, as needed for Covered Entity to respond to a request for an accounting.

8. Books and records

Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

9. Term and termination

This Agreement is effective on the Effective Date and continues until all Media received under the Services has been destroyed and the Certificate of Destruction issued. Covered Entity may terminate this Agreement and the Services if Business Associate materially breaches this Agreement and fails to cure within thirty (30) days of written notice, or immediately if cure is not possible. On termination for any reason, Business Associate will destroy all Media then in its custody in accordance with the Services and issue the Certificate of Destruction, or, if destruction is not feasible, extend the protections of this Agreement to such Media and limit further uses and disclosures to the purposes that make destruction infeasible.

10. Miscellaneous

This Agreement will be interpreted to permit compliance with the HIPAA Rules, and any ambiguity will be resolved in favor of that compliance. The parties will amend this Agreement as necessary to comply with changes in the HIPAA Rules. This Agreement is governed by the laws of the State of Ohio. Nothing in this Agreement confers rights on any third party.

COVERED ENTITY: _____ By: _____ Title: _____
Date: _____

MANSFIELD TECHNOLOGIES LLC By: _____ Title: _____ Date: _____

Standard form for review by counsel. Mansfield Technologies will sign a covered entity's own BAA on request.