



Medical Privacy

Version 2010.06.23 - Standard

Business Associate Agreement

This Business Associate Agreement (the "Agreement") shall apply to the extent that the Lux Scientiae Customer signee is a "Covered Entity," as defined below. Execution of the Agreement does not automatically qualify either party as a "Covered Entity" or "HIPAA Business Associate" under law or regulation unless that party is considered a "Covered Entity" or "HIPAA Business Associate" under the applicable laws or regulations. This Agreement defines the rights and responsibilities of each of us with respect to Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health (HITECH) provisions of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder, as each may be amended from time to time (collectively, "HIPAA"). This Agreement shall be applicable only in the event and to the extent Lux Scientiae meets, with respect to you, the definition of a Business Associate set forth at 45 C.F.R. Section §160.103, or applicable successor provisions.

1. Definitions

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

Specific definitions:

- a. Agreement. "Agreement" shall mean the Service Description, any the Master Services Agreement, any Lux Scientiae Addendum to the Master Services Agreement (including this Agreement), and the Acceptable Use Policy, collectively.
- b. Business Associate. "Business Associate" shall mean Lux Scientiae, Incorporated ("Lux Scientiae").
- c. HIPAA Business Associate. "HIPAA Business Associate" shall mean an organization that has a HIPAA Business Associate Agreement with one or more "Covered Entities."
- d. Covered Entity. "Covered Entity" shall mean a client of Lux Scientiae that is (1) a health plan, (2) a health care clearinghouses, or (3) a health care provider who electronically transmits any health information in connection with transactions for which the U.S. Department of Health and Human Services has adopted standards. In this agreement, the term "Covered Entity" will also be extended to include a client of Lux Scientiae who is a "HIPAA Business Associate."
- e. CFR. "CFR" shall mean the Code of Federal Regulations.
- f. Disclosure. "Disclosure" of PHI means "the release, transfer, provision of, access to, or divulging in any other manner, of PHI outside the entity holding the information," as per 45 CFR 160.103.
- g. Electronic Protected Health Information. "Electronic Protected Health Information" (ePHI) shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to

