

# Business Associate Agreement

This Business Associate Agreement ("Agreement") is made and entered into effective the last date below between **Heisel and Associates, Inc.** and **Turnstyle Creative, LLC**.

*Whereas*, Heisel and Associates, Inc. is a "Covered Entity" as defined under 45 C.F.R. § 160.102 ("Covered Entity"); and

*Whereas*, Covered Entity and Business Associate (defined below) are entering into or have entered into, and may in the future enter into, one of more agreements ("Underlying Agreement") under which Business Associate performs functions or activities for or on behalf of or provides services to Covered Entity ("Services") which involve receiving, creating, maintaining and/or transmitting Protected Health Information ("PHI") of Covered Entity; and

*Whereas*, in accordance with the previous paragraph, Turnstyle Creative, LLC is a "Business Associate" of Covered Entity as defined under 45 C.F.R. § 160.103 ("Business Associate"); and

*Whereas*, the Privacy and Security Rules implementing HIPAA and HITECH require Covered Entity and Business Associate to enter into a form of agreement meeting regulatory requirements as a condition to Covered Entity disclosing PHI to Business Associate, or otherwise allowing Business Associate to create, receive, maintain, or transmit PHI on behalf of Covered Entity; and

*Whereas*, Covered Entity and Business Associate intend for this Agreement to document their obligations and agreements for purposes of the Underlying Agreement and the Services.

**NOW, THEREFORE**, Covered Entity and Business Associate agree as follows:

1. Authorized Uses and Disclosures by Business Associate.

a. Use and Disclosure for Purposes of Underlying Agreement and Services.

Except as otherwise limited in this Agreement, Business Associate may Use or Disclose PHI on behalf of, or as necessary for purposes of the Underlying Agreement and the Services, if such Use or Disclosure of PHI would not violate the Privacy Rule if done by Covered Entity.

b. Disclosures Required by Law.

Business Associate may Disclose PHI as Required by Law.

c. Minimum Necessary.

Business Associate shall comply with the Minimum Necessary policies of Covered Entity as provided to Business Associate.

2. Obligations and Activities of Business Associate.

a. Compliance with Covered Entity Obligations.

To the extent that Business Associate carries out any obligations of Covered Entity under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in carrying out such obligations.