

BUSINESS ASSOCIATE AGREEMENT

Simplified HIPAA/HITECH Agreement for the Assisted Living Web App

Covered Entity	[COVERED ENTITY LEGAL NAME] [Address, City, State, ZIP]
Business Associate	Texas Kaixingda Technology Development, LLC (dba Sunny & Saima Assisted Living Homes) 1109 Holly Street, La Marque, Texas 77568
Effective Date	[EFFECTIVE DATE]
Related Services Agreement	[Agreement / Order Form / Subscription Date, if any]

Purpose

This Business Associate Agreement (“BAA”) is entered into between the Covered Entity (“CE”) and Texas Kaixingda Technology Development, LLC (“Business Associate” or “BA”). It applies when BA creates, receives, maintains, or transmits Protected Health Information (“PHI”) for CE while providing the Assisted Living Web App and related support services.

The parties intend this BAA to satisfy the applicable requirements of HIPAA, the HITECH Act, and the HIPAA Privacy, Security, and Breach Notification Rules at 45 C.F.R. Parts 160 and 164.

Services Covered

The Assisted Living Web App is a cloud-based care-delivery and compliance platform for assisted living operations. Depending on the CE’s subscription and configuration, the services may support resident records, care coordination, scheduling, care documentation, medication-related records, incident documentation, compliance reporting, and related administrative functions.

This BAA governs PHI and includes the limited subscription term and renewal provisions in Section 10. Other commercial terms, pricing, service levels, licensing, and product terms belong in the parties’ Subscription Service Agreement, order form, or subscription terms.

HIPAA-focused, intentionally concise, and designed to be used with a separate services agreement.

1. Definitions and General Rule

Capitalized HIPAA terms not defined here have the meanings assigned in the HIPAA Rules. “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164. “PHI” includes electronic PHI (“ePHI”) and is limited to PHI created, received, maintained, or transmitted by BA for or from CE.

“Breach,” “Designated Record Set,” “Individual,” “Minimum Necessary,” “Required by Law,” “Secretary,” “Security Incident,” “Subcontractor,” and “Unsecured PHI” have the meanings given in the HIPAA Rules.

2. Permitted Uses and Disclosures

BA may use or disclose PHI only: (a) to perform the services for CE; (b) as expressly permitted by this BAA; or (c) as Required by Law. BA will not use or disclose PHI in a way that would violate the HIPAA Privacy Rule if done by CE, except where HIPAA expressly permits a business associate to do so.

- BA may use PHI as reasonably necessary to operate, maintain, secure, support, and improve the contracted services for CE, provided the use is consistent with HIPAA and the Minimum Necessary standard.
- BA may use PHI for its proper management and administration or to carry out its legal responsibilities. A disclosure for those purposes must be Required by Law or made to a recipient who reasonably assures confidentiality and agrees to report any breach of confidentiality.
- BA may perform data aggregation for CE’s health care operations only when authorized by CE and permitted by HIPAA.
- BA will not sell PHI or use PHI for marketing in violation of HIPAA. BA will not use PHI for unrelated advertising or promotional targeting.
- BA will not use CE’s PHI for research or de-identification unless CE authorizes that activity in writing and the activity complies with applicable law.

3. Minimum Necessary

BA will make reasonable efforts to use, disclose, and request only the minimum PHI reasonably necessary for the intended purpose, except where the HIPAA Rules provide otherwise.

4. Safeguards and Security

BA will use appropriate administrative, physical, and technical safeguards to protect PHI and will comply with the applicable requirements of the HIPAA Security Rule for ePHI. Safeguards will be reasonable and appropriate to the size, complexity, capabilities, technical environment, and risks of the services.

- Access controls: limit PHI access to authorized users and workforce members based on job responsibilities and legitimate need.
- Authentication: use reasonable authentication controls for systems containing ePHI, including stronger authentication where appropriate to risk.
- Transmission and storage security: protect ePHI in transit and at rest using reasonable and appropriate security measures.
- Audit and monitoring: maintain reasonable system activity records and monitoring appropriate to the services and risk environment.
- Workforce controls: train applicable workforce members on privacy and security responsibilities and promptly remove access when no longer authorized.
- Risk management and continuity: periodically assess security risks and maintain reasonable backup, recovery, and incident-response measures.

Nothing in this BAA requires BA to represent that a particular technical control, certification, encryption algorithm, or security framework is implemented unless that commitment is separately stated in writing by BA.

5. Security Incidents and Breaches

BA will report to CE any use or disclosure of PHI not permitted by this BAA, any Breach of Unsecured PHI, and any Security Incident that materially affects the confidentiality, integrity, or availability of CE's ePHI.

For a Breach of Unsecured PHI, BA will notify CE without unreasonable delay and no later than five (5) business days after discovery. The notice will include, to the extent reasonably available: affected individuals; what happened and relevant dates; the types of PHI involved; mitigation or corrective actions; and a BA contact for follow-up.

BA may provide information in stages as its investigation develops. Routine unsuccessful attempts such as blocked scans, pings, failed logins, or similar events that do not result in unauthorized access, use, disclosure, modification, or destruction need not be individually reported, unless the parties agree otherwise or a pattern materially affects CE.

6. Subcontractors

If BA uses a Subcontractor that creates, receives, maintains, or transmits PHI on BA's behalf, BA will enter into a written business associate agreement or other HIPAA-compliant written arrangement requiring the Subcontractor to protect PHI under restrictions and conditions at least as protective as those applicable to BA.

BA will take reasonable steps to address a known material violation by a Subcontractor and, if the violation cannot reasonably be cured, will terminate the arrangement where feasible.

7. Individual Rights and CE Requests

To the extent BA maintains PHI in a Designated Record Set or information needed by CE to meet HIPAA obligations, BA will reasonably cooperate with CE regarding:

- Access to PHI under 45 C.F.R. § 164.524;
- Amendment of PHI under 45 C.F.R. § 164.526; and
- Information needed for an accounting of disclosures under 45 C.F.R. § 164.528.

Unless a different period is required by law or agreed in writing, BA will provide reasonably requested information to CE within ten (10) business days after receiving CE's written request.

If BA receives a request directly from an Individual concerning CE's PHI, BA may refer the request to CE unless BA is specifically authorized to respond on CE's behalf.

8. HHS Access and Privacy-Rule Functions

BA will make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services as required by law for determining HIPAA compliance.

If BA performs a Privacy Rule obligation on CE's behalf, BA will comply with the Privacy Rule requirements that apply to CE in performing that obligation.

9. Covered Entity Responsibilities

CE will notify BA of any limitation in CE's Notice of Privacy Practices, any change or revocation of an Individual's permission, and any restriction on use or disclosure of PHI, but only to the extent the matter may affect BA's permitted use or disclosure of PHI.

CE will not request BA to use or disclose PHI in a manner that would violate HIPAA if done by CE, except for uses or disclosures HIPAA permits a business associate to make for its proper management and administration, legal responsibilities, or authorized data aggregation.

CE is responsible for determining that its disclosure of PHI to BA is lawful and appropriate and for configuring and using the services in a manner consistent with its own HIPAA obligations.

10. Term, Subscription Renewal, and Termination

10.1 Annual Subscription Term and Automatic Renewal. This BAA begins on the Effective Date and remains in effect while BA provides services involving CE's PHI. The related Subscription Service Agreement is for an annual twelve (12)-month subscription term beginning on the date CE's subscription service is activated. The subscription automatically renews for successive twelve (12)-month terms on the annual calendar anniversary of the original subscription start date unless CE gives BA written notice of cancellation at least thirty (30) calendar days before the applicable renewal date.

10.2 Subscription Payment Options. The annual subscription may be paid either (a) in monthly installments at the advertised monthly payment rate, or (b) in one annual payment in advance at a ten percent (10%) discount from the equivalent advertised monthly subscription charges, unless BA expressly offers a different written promotional rate. Monthly installment payments are a payment option for the annual subscription and do not convert the subscription into a month-to-month contract.

10.3 Cancellation at Renewal. CE may elect not to renew by giving BA written notice at least thirty (30) calendar days before the annual renewal date. Cancellation becomes effective at the end of the then-current annual subscription term, unless otherwise required by law or expressly stated in the Subscription Service Agreement.

10.4 Termination for Material Breach. CE may terminate this BAA and the related Subscription Service Agreement for a material breach of this BAA by BA. Before termination, CE shall provide BA with written notice describing the material breach and BA shall have thirty (30) calendar days from receipt of the notice to cure the breach. If BA does not cure the material breach within that thirty (30)-day cure period, CE may terminate this BAA and the related services by written notice, subject to applicable HIPAA requirements and the Subscription Service Agreement.

10.5 Effect on BAA. Upon expiration or termination of the Subscription Service Agreement, this BAA will also terminate, except for obligations that expressly or by their nature survive termination, including BA's continuing obligations concerning PHI retained after termination.

11. PHI After Termination

Upon termination, BA will return or destroy CE's PHI that BA still maintains, if feasible and as directed by the parties' services arrangement. BA may retain PHI only when return or destruction is infeasible or retention is Required by Law. For retained PHI, BA will continue to protect it under this BAA and limit further uses and disclosures to the reason for retention.

BA may retain archival or backup copies that cannot reasonably be isolated for immediate deletion, provided they remain protected, are not restored or used except for legitimate recovery or legal purposes, and are deleted in accordance with BA's ordinary secure retention cycle.

12. Cooperation and Mitigation

Each party will reasonably cooperate with the other in investigating and responding to a suspected or confirmed Breach involving CE's PHI. BA will mitigate, to the extent practicable, harmful effects of an impermissible use or disclosure known to BA.

Unless otherwise agreed in writing, CE remains responsible for determining and making any notices to Individuals, HHS, or the media that are required by the HIPAA Breach Notification Rule. BA will provide information reasonably needed for CE to make those determinations and notices.

13. Responsibility for Each Party's Conduct

Each party is responsible for its own acts and omissions and those of persons for whom it is legally responsible. Nothing in this BAA expands either party's liability beyond what is provided by applicable law or any separately negotiated services agreement.

Any allocation of indemnity, insurance, limitation of liability, attorneys' fees, or other commercial risk will be governed by the parties' services agreement, if any. If that agreement is silent, applicable law controls.

14. Notices

HIPAA notices under this BAA must be in writing and may be delivered by email to the privacy/security contact designated by each party, or by another written method stated in the services agreement. A party will promptly update the other if its contact information changes.

Covered Entity Privacy/Security Contact	[Name / Title / Email / Phone]
Business Associate Privacy/Security Contact	[Name / Title / Email / Phone]
BA Mailing Address	1109 Holly Street, La Marque, Texas 77568

15. General Provisions

Regulatory references. References to HIPAA provisions mean those provisions as amended from time to time.

Amendment. The parties will amend this BAA as reasonably necessary to comply with changes in applicable law. Other amendments must be in writing and signed or electronically accepted by authorized representatives of both parties.

Interpretation. Any ambiguity will be interpreted to permit compliance with HIPAA. If this BAA conflicts with the services agreement on the handling of PHI, this BAA controls as to PHI.

Governing law. Federal HIPAA law governs the privacy and security duties addressed here. To the extent state contract law applies and is not preempted, Texas law governs. Unless the services agreement states otherwise, venue for a contract dispute concerning this BAA will lie in a court of competent jurisdiction in Galveston County, Texas.

No third-party beneficiaries. This BAA is for the benefit of the parties and does not create contractual rights in other persons except as required by law.

Severability and waiver. If a provision is unenforceable, the remainder stays effective. A waiver must be in writing and applies only to the specific matter waived.

Electronic signatures and counterparts. This BAA may be signed in counterparts and by electronic signature, each of which will be treated as an original.

Entire HIPAA agreement. This BAA, together with any HIPAA-related provisions expressly incorporated from the services agreement, states the parties' agreement concerning BA's handling of CE's PHI.

16. Survival

Any provision that by its nature must continue after termination—including duties concerning retained PHI, confidentiality, cooperation, and regulatory access—will survive for as long as applicable.

SIGNATURES

The parties, through their authorized representatives, agree to this Business Associate Agreement as of the Effective Date.

COVERED ENTITY	BUSINESS ASSOCIATE
[Covered Entity Legal Name]	Texas Kaixingda Technology Development, LLC dba Sunny & Saima Assisted Living Homes
By: _____	By: _____
Printed Name: _____	Printed Name: Ambrose O. Okorie
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	Email: _____
Phone: _____	Phone: _____

Implementation Notes (complete before signing)

- Insert the Covered Entity's exact legal name, address, and privacy/security contact.
- Insert the Effective Date and identify the related Subscription Service Agreement, order form, or subscription activation date.
- Confirm that the description of the Assisted Living Web App matches the actual features and data flows used by the Covered Entity.
- Confirm that BA's actual security practices support the commitments in Section 4 and that all PHI-handling subcontractors have appropriate written BAAs.
- Have counsel review the final form if the customer requests special indemnity, insurance, breach-cost, data-residency, or cybersecurity commitments.

Prepared as a concise contract draft for review. This document is not legal advice.