

STANNP Business Associate Agreement

This Business Associate Agreement ("Agreement") is entered into as of _____, by and

between: _____, a company organized and existing under the laws of _____

, with a principal office located at _____

("Client" or "Disclosing Party"),

and

Stannp Inc, operating as Stannp.com, a company organized and existing under the laws of Colorado, with a principal office located at 250 Fillmore Street, Suite 150, Denver, 80206 ("Stannp" or "Subcontractor").

RECITALS

WHEREAS, Client is a Covered Entity or Business Associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act");

WHEREAS, Stannp provides print and mail services to Client;

WHEREAS, in the course of providing such services, Stannp may create, receive, maintain, or transmit Protected Health Information ("PHI") on behalf of Client;

WHEREAS, the parties desire to enter into this Business Associate Agreement ("Agreement") to ensure compliance with HIPAA, the HITECH Act, and implementing regulations at 45 C.F.R. Parts 160 and 164 (the "HIPAA Rules");

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

1.1 Terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms under the HIPAA Rules.

1.2 **"Protected Health Information"** or **"PHI"** means individually identifiable health information transmitted or maintained in any form or medium by Stannp on behalf of Client, but excludes education records covered by the Family Educational Rights and Privacy Act and employment records held by Client in its role as employer.

1.3 **"Required by Law"** means a mandate contained in law that compels an entity to make a use or disclosure of PHI and that is enforceable in a court of law.

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1.4 "Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.

2. PERMITTED USES AND DISCLOSURES

2.1 Stannp may only use or disclose PHI as permitted or required by this Agreement, as Required by Law, or as otherwise authorized in writing by Client.

2.2 Stannp may use PHI received from or created on behalf of Client only for the following purposes:

- To perform the services specified in the underlying service agreement between the parties
- For Stannp's proper management and administration
- To carry out Stannp's legal responsibilities
- To provide data aggregation services relating to Client's health care operations

2.3 Stannp may disclose PHI received from or created on behalf of Client only:

- For the purposes described in Section 2.2
- As Required by Law
- For Stannp's proper management and administration or to carry out its legal responsibilities, provided that such disclosure is Required by Law or Stannp obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially

3. PROHIBITED USES AND DISCLOSURES

3.1 Stannp shall not use or disclose PHI other than as permitted by this Agreement.

3.2 Stannp shall not use or disclose PHI in a manner that would violate the HIPAA Rules if done by Client.

3.3 Stannp shall not use or disclose PHI for marketing purposes without Client's prior written authorization.

3.4 Stannp shall not sell PHI without Client's prior written authorization.

4. SAFEGUARDS AND SECURITY

4.1 Stannp shall implement appropriate administrative, physical, and technical safeguards to prevent the use or disclosure of PHI other than as provided by this Agreement.

4.2 Stannp shall comply with the Security Rule (45 C.F.R. Part 164, Subpart C) with respect to electronic PHI.

4.3 Stannp shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, and other requirements of the Security Rule.

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4.4 Stannp shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic PHI held by Stannp.

5. REPORTING AND BREACH NOTIFICATION

5.1 Stannp shall report to Client any use or disclosure of PHI not provided for by this Agreement within 24 hours of discovery.

5.2 Stannp shall report to Client any Security Incident within 24 hours of discovery.

5.3 In case of a Breach of Unsecured PHI, Stannp shall notify Client within 24 hours of discovery and shall provide:

- Identification of each individual whose Unsecured PHI has been breached
- A brief description of what happened
- A description of the types of information involved
- The steps individuals should take to protect themselves from potential harm
- A brief description of what Stannp is doing to investigate, mitigate harm, and prevent further breaches

6. ACCESS AND AMENDMENT RIGHTS

6.1 If Client receives a request from an Individual for access to PHI, Client will forward such request to Stannp, and Stannp shall provide access in the time and manner required by the HIPAA Rules.

6.2 If Client receives a request from an Individual for amendment of PHI, Client will forward such request to Stannp, and Stannp shall amend the PHI in the time and manner required by the HIPAA Rules.

6.3 Stannp shall provide Client with information necessary for Client to respond to requests for an accounting of disclosures in the time and manner required by the HIPAA Rules.

7. SUBCONTRACTORS

7.1 Stannp shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Stannp agree in writing to the same restrictions and conditions that apply to Stannp under this Agreement.

7.2 Stannp shall remain liable for compliance with the terms of this Agreement by its subcontractors.

8. COMPLIANCE AND COOPERATION

8.1 Stannp shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Client's compliance with HIPAA Rules.

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8.2 Stannp shall cooperate with Client in Client's efforts to comply with the HIPAA Rules.

8.3 Stannp shall implement reasonable and appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI.

9. MINIMUM NECESSARY

9.1 Stannp shall limit uses, disclosures, and requests for PHI to the minimum necessary to accomplish the intended purpose, except where disclosure is for treatment purposes or as otherwise required by law.

10. RETURN OR DESTRUCTION OF PHI

10.1 Upon termination of this Agreement or the underlying service agreement, Stannp shall return or destroy all PHI received from Client or created on behalf of Client that Stannp maintains in any form.

10.2 If return or destruction is not feasible, Stannp shall notify Client and extend the protections of this Agreement to such PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible.

11. TERM AND TERMINATION

11.1 This Agreement shall become effective on the Effective Date and shall remain in effect until terminated.

11.2 Client may terminate this Agreement immediately upon written notice if Client determines that Stannp has violated a material term of this Agreement.

11.3 Either party may terminate this Agreement with 30 days' written notice.

12. GENERAL PROVISIONS

12.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of [State], without regard to conflict of laws principles.

12.2 Amendment: This Agreement may only be amended by written agreement signed by both parties.

12.3 Survival: The obligations of Stannp under this Agreement shall survive termination of this Agreement and any underlying service agreement.

12.4 Severability: If any provision of this Agreement is held invalid, the remainder of the Agreement shall remain in full force and effect.

12.5 Integration: This Agreement represents the complete agreement between the parties relating to the subject matter hereof.

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The Communications Platform

SIGNATURES

CLIENT:

Signed:

Name:

Title:

Date:

STANNP INC:

Signed:

Name:

Title:

Date:

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