



Google Workspace HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum (“BAA”) is entered into between Google LLC (“Google”) and the customer agreeing to the terms below (“Customer”), and supplements, amends and is incorporated into the Services Agreement(s) (defined below) solely with respect to Covered Services (defined below). This BAA will be effective as of the date electronically accepted by Customer (the “BAA Effective Date”).

Customer must have an existing Services Agreement in place for this BAA to be valid and effective. Together with the Services Agreement, this BAA will govern each party’s respective obligations regarding Protected Health Information (defined below).

You represent and warrant that (i) you have the full legal authority to bind Customer to this BAA, (ii) you have read and understand this BAA, and (iii) you agree, on behalf of Customer, to the terms of this BAA. If you do not have legal authority to bind Customer, or do not agree to these terms, please do not click to accept the terms of this BAA.

1. Definitions

- “Business Associate” has the definition given to it under HIPAA.
- “Breach” has the definition given to it under HIPAA.
- “Covered Entity” has the definition given to it under HIPAA.
- “Covered Services” means the Google products and/or services specifically listed in the URLs on Attachment 1, as may be updated from time to time by Google with notice to Customer. Google may only remove a Covered Service from those URLs with at least 12 months prior notice.
- “Designated Record Set” has the definition give to it under HIPAA.
- “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and the rules and the regulations thereunder, as amended.
- “HIPAA Implementation Guide” means the informational guide that Google makes available at the URL in Attachment 2, or a successor URL, describing how the Covered Services may be configured by Customer in connection with Customer’s HIPAA compliance efforts.
- “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act enacted in the United States Congress, which is Title XIII of the American Recovery & Reinvestment Act, and the regulations thereunder, as amended.

- o “Protected Health Information” or “PHI” has the definition given to it under HIPAA and for purposes of this BAA is limited to PHI within Customer Data to which Google has access through the Covered Services in connection with Customer’s permitted use of Covered Services.
- o “Required by Law” has the definition given to it under HIPAA.
- o “Security Incident” has the definition given to it under HIPAA.
- o “Services Agreement(s)” means the written agreement(s) entered into between Google and Customer for provision of the Covered Services, which agreement(s) may be in the form of online terms of service.

2. **Applicability**

This BAA applies to the extent Customer is acting as a Covered Entity or a Business Associate to create, receive, maintain, or transmit PHI via a Covered Service and to the extent Google, as a result, is deemed under HIPAA to be acting as a Business Associate or Subcontractor of Customer. Customer acknowledges that this BAA does not apply to (a) any other Google product, service, or feature that is not a Covered Service; or (b) any PHI that Customer creates, receives, maintains, or transmits outside of the Covered Services (including Customer’s use of its offline or on-premise storage tools or third-party applications).

3. **Permitted Use and Disclosure of PHI**

- a. Except as otherwise stated in this BAA, Google may use and disclose PHI only (i) as permitted or required by the Services Agreements and/or this BAA or (ii) as Required by Law.
- b. Google may use and disclose PHI for its proper management and administration and to carry out its legal responsibilities, provided that any disclosure of PHI for such purposes may only occur if (i) Required by Law; or (ii) Google obtains written reasonable assurances from the person to whom PHI will be disclosed that it will be held in confidence, used only for the purpose for which it was disclosed, and that Google will be notified of any Breach or Security Incident.

4. **Customer Obligations.**

- a. Customer will not request that Google or the Covered Services use or disclose PHI in any manner that would not be permissible under HIPAA if done by Customer (if Customer is a Covered Entity) or by the Covered Entity to which Customer is a Business Associate (unless expressly permitted under HIPAA for a Business Associate).
- b. For End Users that use the Covered Services in connection with PHI, Customer will use controls available within the Services, including those detailed in the HIPAA Implementation Guide, to ensure its use of PHI is limited to the Covered Services. Customer acknowledges and agrees that the HIPAA Implementation Guide is provided by Google solely as an informational guide with respect to Customer’s configuration options, and that Customer is solely responsible for ensuring that its and its End Users’ use of the Covered Services complies with HIPAA and HITECH

5. **Appropriate Safeguards**

Google and Customer will each use appropriate safeguards designed to prevent against unauthorized use or disclosure of PHI, and as otherwise required under HIPAA, with respect to the Covered Services.

6. **Reporting and Related Obligations.**

- a. Google will promptly notify Customer of (i) any Security Incident of which Google becomes aware, subject to Section 6(c); and (ii) any Breach that Google discovers, provided that any notice for Breach will be made promptly and without unreasonable delay, and in no case later than 60 calendar days after discovery. Notifications made under this section will describe, to the extent possible, details of a Breach, including steps taken to mitigate the potential risks and steps Google recommends Customer take to address the Breach.
- b. Google will send any applicable notifications to the notification email address provided by Customer in the Agreement or via direct communication with Customer.
- c. Notwithstanding Section 6(a), this Section 6(c) will be deemed as notice to Customer that Google periodically receives unsuccessful attempts for unauthorized access, use, disclosure, modification, or destruction of information, or interference with the general operation of Google's systems and the Covered Services. Customer acknowledges and agrees that even if such events constitute a Security Incident, Google will not be required to provide any notice under this BAA regarding such unsuccessful attempts other than this Section 6(c).

7. **Subcontractors**

Google will take appropriate measures to ensure that any Subcontractors used by Google to perform its obligations under the Services Agreements that require access to PHI on behalf of Google are bound by written obligations that provide the same material level of protection for PHI as this BAA. To the extent Google uses Subcontractors in its performance of obligations hereunder, Google will remain responsible for their performance as if performed by Google.

8. **Access and Amendment.**

Customer acknowledges and agrees that Customer is solely responsible for the form and content of PHI maintained by Customer within the Covered Services, including whether Customer maintains such PHI in a Designated Record Set within the Covered Services. Google will provide Customer with access to Customer's PHI via the Covered Services so that Customer may fulfill its obligations under HIPAA with respect to Individuals' rights of access and amendment, but will have no other obligations to Customer or any Individual with respect to the rights afforded to Individuals by HIPAA with respect to Designated Record Sets, including rights of access or amendment of PHI. Customer is responsible for managing its use of the Covered Services to appropriately respond to such individual requests.

9. Accounting of Disclosures.

Google will document disclosures of PHI by Google and provide an accounting of such disclosures to Customer as and to the extent required of a Business Associate under HIPAA and in accordance with the requirements applicable to a Business Associate under HIPAA.

10. Access to Records

To the extent required by law, and subject to applicable attorney client privileges, Google will make its internal practices, books, and records concerning the use and disclosure of PHI received from Customer, or created or received by Google on behalf of Customer, available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for the purpose of the Secretary determining compliance with this BAA.

11. Expiration and Termination.

- a. This BAA will terminate on the earlier of (i) a permitted termination in accordance with Section 11(b), or (ii) the expiration or termination of all Services Agreements under which Customer has access to a Covered Service.
- b. If either party materially breaches this BAA, the non-breaching party may terminate this BAA on 10 days' written notice to the breaching party unless the breach is cured within the 10-day period. If a cure under this Section 11(b) is not reasonably possible, the non-breaching party may immediately terminate this BAA, or if neither termination nor cure is reasonably possible under this Section 11(b), the non-breaching party may report the violation to the Secretary, subject to all applicable legal privileges.
- c. If this BAA is terminated earlier than the Services Agreements, Customer may continue to use the Services in accordance with the Services Agreements, but must delete any PHI it maintains in the Covered Services and cease to further create, receive, maintain, or transmit such PHI to Google.

12. Return/Destruction of Information

On termination of the Services Agreements, Google will return or destroy all PHI received from Customer, or created or received by Google on behalf of Customer; provided, however, that if such return or destruction is not feasible, Google will extend the protections of this BAA to the PHI not returned or destroyed and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

13. Miscellaneous.

- a. Survival. Sections 12 (Return/Destruction of Information) and 13 (Miscellaneous) will survive termination or expiration of this BAA.
- b. Counterparts. The parties may execute this BAA in counterparts, including facsimile, PDF, or other electronic copies, which taken together will constitute one instrument.
- c. Effects of Addendum. To the extent this BAA conflicts with the remainder of the Services Agreement(s), this BAA will govern. This BAA is subject to the "Governing Law" section in the Services Agreement(s). Except as expressly modified or amended under this BAA,

the terms of the Services Agreement(s) remain in full force and effect.

Google Workspace HIPAA BAA (Google LLC) 09032020

Attachment

**1List of Covered
Services**

- Any Google Workspace product or service specifically identified at: https://workspace.google.com/terms/2015/1/hipaa_functionality.html as being covered by the Google BAA (collectively “Google Workspace Covered Services”).

Attachment

**2HIPAA Implementation
Guide**

For Google Workspace Covered Services:

- The HIPAA Implementation Guide is available for review at the following URL: https://services.google.com/fh/files/misc/gsuite_cloud_identity_hipaa_implementation_guide.pdf