

Business Associate Agreement
Evergreen Valley Medical Center (“Covered Entity”)
and
Alexos Security, LLC (“Business Associate”)

Effective Date: _____, 2025

1. Purpose & Legal Basis

Under HIPAA § 164.502(e) and § 164.504(e), this Agreement governs the Business Associate’s use and disclosure of Protected Health Information (“PHI”) on behalf of the Covered Entity. The following components are required by law: definitions, permitted uses/disclosures, required safeguards, breach notification, and termination provisions.

2. Definitions

All capitalized terms have the meanings set forth in the HIPAA Privacy and Security Rules (45 C.F.R. Parts 160–164). In particular:

- **Protected Health Information (PHI):** Individually identifiable health information transmitted or maintained in any form.
 - **Electronic Protected Health Information (ePHI):** PHI in electronic form.
 - **Unsecured PHI:** PHI not rendered unusable via approved encryption or destruction (45 C.F.R. § 164.402).
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3. Obligations and Activities of Business Associate

3.1 Permitted Uses & Disclosures

Business Associate may use or disclose PHI only to perform Services defined in the Engagement Letter, provided such uses/disclosures would not violate HIPAA if done by the Covered Entity (45 C.F.R. § 164.504(e)(2)).

3.2 Safeguards

Business Associate shall implement Administrative, Physical, and Technical Safeguards to protect ePHI (45 C.F.R. § 164.314), including but not limited to:

- Access controls, authentication, and unique user IDs
- Encryption of ePHI at rest and in transit

- Audit logging and integrity checks

3.3 Reporting

Business Associate will:

1. **Breach Notification:** Report any Security Incident or Breach of Unsecured PHI to Covered Entity within 48 hours of discovery, per 45 C.F.R. § 164.410.
2. **Unauthorized Use/Disclosure:** Promptly notify of any use/disclosure not permitted under this Agreement.

3.4 Subcontractors

Business Associate must ensure any subcontractor handling PHI on its behalf agrees in writing to the same restrictions and conditions (45 C.F.R. § 164.314).

3.5 Access, Amendment & Accounting

To permit Covered Entity to fulfill patient rights:

- **Access:** Make PHI available for access upon Covered Entity's request (45 C.F.R. § 164.524).
- **Amendment:** Incorporate or respond to amendments as directed (45 C.F.R. § 164.526).
- **Accounting:** Provide an accounting of disclosures upon request (45 C.F.R. § 164.528).

4. Term and Termination

4.1 Term

This BAA commences on the Effective Date and runs concurrently with the Engagement Letter.

4.2 Termination for Cause

Covered Entity may terminate immediately if Business Associate materially breaches this Agreement and fails to cure within 30 days (45 C.F.R. § 164.504(e)(1)(iii)).

4.3 Obligations on Termination

Upon termination or expiration, Business Associate shall:

- Return or destroy all PHI (45 C.F.R. § 164.504(e)(2)(ii)(I)).
 - If return/destruction is infeasible, extend safeguards and limit further uses/disclosures.
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5. Miscellaneous

- **Governing Law:** California law, except where preempted by HIPAA.
 - **Amendments:** Any changes to HIPAA rules will be automatically incorporated herein.
 - **Severability:** If any provision is invalid under applicable law, the remainder will remain in effect.
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Covered Entity

Evergreen Valley Medical Center

By: _____

Name: Jane Doe

Title: Chief Information Security Officer

Date: _____, 2025

Business Associate

Alexos Security, LLC

By: _____

Name: John Smith

Title: VP, Client Services

Date: _____, 2025