Business Associate Agreement

Version 1.1 | Effective Date: Date of Electronic Signature

For review. Executed electronically at signup — this copy is unsigned.

BUSINESS ASSOCIATE AGREEMENT

Version 1.1 Effective: Date of Electronic Signature

This Business Associate Agreement ("Agreement") is entered into as of the date of electronic signature below.

PARTIES

- **"Covered Entity"**: [Covered Entity Name] ("Client")
- **"Business Associate"**: **ProvaLens AI Platform** ("ProvaLens"), a service of G.T. Laitano, LLC

RECITALS

Covered Entity wishes to use ProvaLens's document intelligence services which may involve the processing of Protected Health Information (PHI) as defined under HIPAA.

ARTICLE 1 - DEFINITIONS

1.1 "PHI" means Protected Health Information as defined in 45 CFR § 160.103.

1.2 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

1.3 "HITECH" means the Health Information Technology for Economic and Clinical Health Act.

1.4 "Security Rule" means the Security Standards at 45 CFR Part 160 and Part 164.

1.5 "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI as defined in 45 CFR § 164.402.

1.6 "Designated Record Set" means a group of records maintained by or for a Covered Entity as defined in 45 CFR § 164.501.

ARTICLE 2 - OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Not use or disclose PHI other than as permitted by this Agreement or as required by law.

2.2 Use appropriate safeguards to prevent unauthorized use or disclosure of PHI.

2.3 Report any unauthorized use or disclosure of PHI within 72 hours of discovery.

2.4 Ensure any subcontractors agree to the same restrictions and conditions.

2.5 Make PHI available to Covered Entity as required under HIPAA.

2.6 Make practices and records available to HHS for compliance determination.

2.7 At termination, return or destroy all PHI received from Covered Entity.

2.8 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI.

2.9 Report to Covered Entity any Security Incident of which Business Associate becomes aware.

2.10 Ensure that any agent, including a subcontractor, to whom Business Associate provides PHI agrees to implement reasonable and appropriate safeguards.

2.11 Make PHI available for amendment as required under 45 CFR § 164.526, and incorporate any amendments within 30 days of request.

2.12 Maintain an accounting of disclosures of PHI as required under 45 CFR § 164.528, make such accounting available to Covered Entity within 60 days of request, and maintain records for 6 years.

2.13 To the extent Business Associate carries out a Covered Entity's own obligation under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of that obligation, as required under 45 CFR § 164.504(e)(2)(ii)(H).

ARTICLE 3 - PERMITTED USES AND DISCLOSURES

3.1 Business Associate may **use or disclose PHI solely to perform the functions, activities, or services specified** in the underlying Master Services Agreement, including providing document intelligence, search capabilities, and maintenance of the Software.

3.2 Business Associate may **use PHI for its own proper management and administration and to carry out its legal responsibilities**, *provided* any disclosure of PHI is made only as permitted or required by law.

3.3 Business Associate may **de-identify PHI** in accordance with 45 CFR § 164.514(b), *provided* that such de-identification occurs only upon the instruction or agreement of the Covered Entity and is executed within the constraints of the Software's architecture.

3.4 Business Associate may use PHI to provide Data Aggregation services relating to the Health Care Operations of the Covered Entity.

3.5 Business Associate may disclose PHI as Required by Law.

ARTICLE 4 - OBLIGATIONS OF COVERED ENTITY

4.1 Notify Business Associate of any limitations on uses or disclosures of PHI.

4.2 Notify Business Associate of any changes to authorizations by individuals.

4.3 Not request Business Associate to use or disclose PHI in violation of HIPAA.

4.4 Obtain any consent or authorization that may be required by applicable law prior to furnishing PHI to Business Associate.

4.5 Notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

ARTICLE 5 - TERM AND TERMINATION

5.1 This Agreement is effective upon electronic signature and continues until terminated or until all PHI is destroyed or returned.

5.2 Either party may terminate this Agreement upon 30 days written notice.

5.3 Either party may terminate this Agreement immediately if the other party has violated a material term of this Agreement.

5.4 Business Associate obligations survive termination regarding PHI retention and destruction.

5.5 Upon termination, Business Associate shall:

- Return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity;
- If return or destruction is not feasible, extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible;
- Retain no copies of the PHI except as necessary for Business Associate's proper management and administration.

ARTICLE 6 - SECURITY MEASURES

ProvaLens implements the following security measures:

- **Encryption**: AES-256 encryption for data at rest
- **Transit Security**: TLS 1.3 encryption for data in transit
- **Authentication**: Multi-factor authentication available
- **Access Control**: Role-based access controls
- **Audit Trail**: Comprehensive audit logging of all PHI access
- **Security Assessments**: Regular security assessments and vulnerability scanning
- **Compliance**: SOC 2 Type II compliance (in progress)
- **Data Segregation**: Multi-tenant architecture with firm-level data isolation
- **Backup**: Regular encrypted backups with secure storage

ARTICLE 7 - BREACH NOTIFICATION

In the event of a breach of unsecured PHI, Business Associate will:

- Notify Covered Entity within 72 hours of discovery
- Provide the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed during the breach
- Provide details of the circumstances of the breach, including:
  - A description of what happened
  - The date of the breach and date of discovery
  - A description of the types of unsecured PHI involved
  - Any steps individuals should take to protect themselves
  - A description of what Business Associate is doing to investigate, mitigate harm, and prevent future breaches
- Cooperate with breach investigation and mitigation
- Provide any other information that Covered Entity is required to include in notification to individuals

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ARTICLE 8 - AMENDMENT

8.1 The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with HIPAA and the HIPAA Regulations.

8.2 Any amendment to this Agreement must be in writing and signed by both parties.

ARTICLE 9 - MISCELLANEOUS

9.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Regulations means the section as in effect or as amended.

9.2 Survival. The respective rights and obligations of Business Associate under Article 5 of this Agreement shall survive the termination of this Agreement.

9.3 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Regulations.

9.4 No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer any rights, remedies, obligations, or liabilities upon any person other than the parties and their respective successors and assigns.

9.5 Governing Law. This Agreement shall be governed by the laws of the State of Florida.

ACKNOWLEDGMENT

By electronically signing this Agreement, Covered Entity acknowledges understanding and agreement to all terms of this Business Associate Agreement.

ProvaLens AI Platform legal@provalens.ai

ProvaLens AI - Focus on what matters

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