

BUSINESS ASSOCIATE AGREEMENT

between

INTAKEACCESS.AI LLC

("Business Associate")

and

[COVERED ENTITY FULL LEGAL NAME]

("Covered Entity")

Effective Date: _____

. RECITALS

WHEREAS, Covered Entity is a Covered Entity as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder (collectively, "HIPAA");

WHEREAS, Business Associate provides services to Covered Entity pursuant to the Service Agreement or Terms of Service (the "Underlying Agreement") that involve the creation, receipt, maintenance, or transmission of Protected Health Information on behalf of Covered Entity;

WHEREAS, the parties wish to enter into this Business Associate Agreement ("Agreement") to comply with the requirements of HIPAA, the Health Information Technology for Economic and Clinical Health (HITECH) Act, and the regulations at 45 C.F.R. Parts 160 and 164 (the "HIPAA Rules");

WHEREAS, Business Associate, IntakeAccess.ai LLC (DBA: Intake Access Health Solutions), is an Alabama limited liability company with its principal place of business at 181 W Valley Ave STE 245-1742, Birmingham, AL 35209, and is duly authorized to perform the services described in the Underlying Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Underlying Agreement, the parties agree as follows:

1. DEFINITIONS

Capitalized terms used but not defined in this Agreement have the meanings given to them under the HIPAA Rules. Key terms used in this Agreement:

"Breach" has the meaning set forth in 45 C.F.R. § 164.402.

"Business Associate" means INTAKEACCESS.AI LLC, an Alabama Limited Liability company with its principle place of business at 181 W Valley Ave STE 245-1742, Birmingham, AL 35209.

"Covered Entity" means the healthcare provider, health plan, or healthcare clearinghouse identified above that is a party to this Agreement.

"HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

"PHI" means Protected Health Information as defined in 45 C.F.R. § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

"Security Incident" has the meaning set forth in 45 C.F.R. § 164.304.

"Subcontractor" means a person or entity to whom Business Associate delegates a function, activity, or service, other than in the capacity of a member of its workforce.

"Unsecured PHI" has the meaning set forth in 45 C.F.R. § 164.402.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Permitted Uses and Disclosures

Business Associate may use and disclose PHI only as necessary to perform the services described in the Underlying Agreement, or as required by law, and shall not use or disclose PHI in any manner that would violate the HIPAA Rules if done by Covered Entity.

B. Safeguards

Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement. Such safeguards include, without limitation:

- AES-256 encryption of all PHI at rest
- TLS 1.3 encryption of all PHI in transit
- Multi-factor authentication (MFA) for all workforce members with PHI access
- Role-based access controls (RBAC) with least-privilege enforcement
- Automatic session timeouts of 15 minutes for all authenticated sessions
- Comprehensive audit logging of all PHI access events
- 24/7 security monitoring and incident response capabilities
- Annual risk assessments and penetration testing

C. Reporting of Breaches and Security Incidents

Business Associate shall report to Covered Entity: (i) any Breach of Unsecured PHI without unreasonable delay and in no event later than sixty (60) calendar days of discovery; and (ii) any Security Incident of which it becomes aware, including attempted but unsuccessful Security Incidents, in a timely manner. Breach notifications shall include the elements required by 45 C.F.R. § 164.410.

D. Subcontractors

Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate enters into a written agreement with Business Associate requiring the Subcontractor to comply with the same restrictions and conditions that apply to Business Associate under this Agreement and the HIPAA Rules. Business Associate represents that BAAs

are currently in place with all Subcontractors handling PHI, including Twilio, Firebase/Google Cloud, Stripe, EDI Partners, SendGrid, and AWS.

E. Access to PHI

Business Associate shall make PHI available to Covered Entity as necessary for Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524 to provide individuals with access to their PHI. Business Associate shall fulfill such access requests within thirty (30) calendar days of a request from Covered Entity.

F. Amendment of PHI

Business Associate shall make PHI available for amendment and shall incorporate any amendments to PHI as directed by Covered Entity, in accordance with 45 C.F.R. § 164.526.

G. Accounting of Disclosures

Business Associate shall document and make available to Covered Entity information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Disclosure logs shall be maintained for a minimum of six (6) years.

H. Compliance with Privacy Rule

To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

I. HITECH Requirements

Business Associate shall comply with the applicable provisions of the HITECH Act and the regulations thereunder, including the requirement to comply with the HIPAA Security Rule with respect to Electronic PHI and the Breach Notification requirements of 45 C.F.R. §§ 164.400–164.414.

J. Minimum Necessary

Business Associate shall limit its use, disclosure, and requests for PHI to the minimum amount of PHI necessary to accomplish the intended purpose, consistent with the Minimum Necessary Standard of 45 C.F.R. § 164.502(b).

3. PERMITTED USES BY BUSINESS ASSOCIATE

Business Associate is authorized to use PHI in its possession for the following purposes, which are necessary to perform the services under the Underlying Agreement:

- Providing AI patient intake, prior authorization processing, insurance verification, telemedicine, telepsychiatry, secure messaging, e-prescribing, wound imaging AI, post-acute care management, Medicaid claims processing, and patient portal services;
- Proper management and administration of Business Associate's business and legal responsibilities;
- Data aggregation services relating to healthcare operations of Covered Entity;
- De-identification of PHI in accordance with 45 C.F.R. § 164.514(a)–(c) for platform improvement and analytics (de-identified data only);
- Disclosures required by law, including to HHS for compliance investigations.

4. OBLIGATIONS OF COVERED ENTITY

A. Notification of Privacy Practices

Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitations may affect Business Associate's use or disclosure of PHI.

B. Notification of Changes

Covered Entity shall notify Business Associate of any changes in, or revocation of, authorizations provided by individuals with respect to PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

C. Restrictions on Use

Covered Entity shall notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restrictions may affect Business Associate's use or disclosure of PHI.

D. No Impermissible Requests

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

E. Workforce Training

Covered Entity shall train its workforce members on appropriate use of the Business Associate's platform, including proper handling of login credentials, MFA requirements, and the prohibition on unauthorized sharing of account access.

5. TERM AND TERMINATION

A. Term

This Agreement shall be effective as of the Effective Date and shall remain in effect until the Underlying Agreement expires or is terminated, or until terminated as provided herein.

B. Termination for Cause

Either party may terminate this Agreement and the Underlying Agreement upon thirty (30) days' written notice if the other party materially breaches a material term of this Agreement and fails to cure such breach within the notice period. Covered Entity may terminate this Agreement immediately upon written notice if it determines that Business Associate has violated a material term and cure is not feasible.

C. Effect of Termination

Upon termination of this Agreement for any reason, Business Associate shall, at Covered Entity's election, either: (i) return all PHI received from or created by Business Associate on behalf of Covered Entity; or (ii) destroy all PHI in Business Associate's possession and certify in writing that PHI has been destroyed. Business Associate shall retain no copies of PHI except as required by applicable law.

D. Retention Required by Law

If Business Associate determines that return or destruction of PHI is not feasible (e.g., due to medical record retention laws requiring retention for seven (7) or more years), Business Associate shall: (i) notify Covered Entity; (ii) continue to extend the protections of this Agreement to such PHI; and (iii) limit further use or disclosure to those purposes that make return or destruction infeasible.

E. Data Export

Upon termination, Business Associate shall provide Covered Entity with a complete export of all PHI and clinical data within thirty (30) days of the termination effective date, in a standard electronic format. Business Associate shall certify the completeness of the export in writing.

6. INDEMNIFICATION

Business Associate shall indemnify, defend, and hold harmless Covered Entity and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, fines, and expenses (including reasonable attorneys' fees) arising from Business Associate's breach of this Agreement or Business Associate's violation of applicable HIPAA Rules, to the extent caused by Business Associate's own acts or omissions.

Covered Entity shall indemnify, defend, and hold harmless Business Associate from and against any and all claims, damages, liabilities, fines, and expenses (including reasonable attorneys' fees) arising from Covered Entity's breach of this Agreement, Covered Entity's violation of applicable HIPAA Rules, or any clinical decisions made by Covered Entity's workforce using the Platform.

7. MISCELLANEOUS

A. Regulatory References

A reference in this Agreement to a section in the HIPAA Rules means the section in effect or as amended, including as amended by the HITECH Act and any subsequent regulatory guidance.

B. Amendment

The parties agree to amend this Agreement as necessary to comply with any changes in applicable law, including any regulations, guidance, or court decisions interpreting or implementing HIPAA or the HITECH Act. Neither party shall unreasonably withhold consent to amend.

C. Interpretation

Any ambiguity in this Agreement shall be resolved in a manner that permits Covered Entity to comply with the HIPAA Rules. In the event of any conflict between this Agreement and the Underlying Agreement with respect to PHI, this Agreement shall control.

D. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties. However, individuals whose PHI is subject to this Agreement are intended beneficiaries of the privacy and security protections herein and may enforce those protections to the extent permitted by applicable law.

E. Survival

The obligations of Business Associate under Sections 2(C) (breach reporting), 2(G) (accounting of disclosures), 5(C)–(E) (post-termination data obligations), and Article 6 (indemnification) shall survive termination of this Agreement.

F. Entire Agreement

This Agreement, together with the Underlying Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, representations, and agreements relating to the safeguarding of PHI. In the event of conflict between this Agreement and the Underlying Agreement regarding PHI, this Agreement controls.

G. Governing Law

This Agreement shall be governed by the laws of the United States. Any disputes arising under or relating to this Agreement shall be resolved in accordance with the dispute resolution provisions of the Underlying Agreement.

8. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date first written above.

BUSINESS ASSOCIATE:

INTAKEACCESS.AI LLC
181 W VALLEY AVE
STE 245-1742
BIRMINGHAM, AL 35209

Authorized Signature

Reginald Ford

Printed Name

Founder & CEO

Title

Date

COVERED ENTITY:

[Covered Entity Legal Name]

Authorized Signature

Printed Name

Title / License Number

NPI Number (if applicable)

Facility Name (if applicable)

Date

INTAKEACCESS.AI LLC | <https://intakeaccess.ai> | compliance@intakeaccess.ai | 205-855-4545

Business Associate Agreement Template v1.0 | Effective March 18, 2025 | © 2025 IntakeAccess.ai