

# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (BAA) is entered into effective as of the [REDACTED] day of [REDACTED], 2025 (Effective Date), by and between HealthFirst Bluegrass Inc., a Kentucky non-profit corporation (Covered Entity), and Lexington-Fayette Urban County Government on behalf of Community Paramedicine (Business Associate) (collectively, Parties).

## RECITALS

WHEREAS, Business Associate provides services (Services) to Covered Entity as described in the attached services agreement, and Business Associate receives, has access to, or creates Protected Health Information (PHI) in order to provide those Services; and

WHEREAS, Covered Entity is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated there under, as they may be amended from time to time; and

WHEREAS, HIPAA requires Covered Entity to enter into a written agreement with Business Associate to protect the privacy and security of PHI, and HIPAA prohibits the disclosure to or use of Protected Health Information by Business Associate if such an agreement is not in place; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Capitalized terms shall have the meaning given in this BAA. Capitalized terms used but not defined herein shall have the meaning given under HIPAA.
2. **Use and Disclosure of Protected Health Information.** Business Associate agrees that it will receive, access, protect, store, use, disclose, maintain, transmit, and return or destroy health information from Covered Entity that is protected by and otherwise subject to HIPAA (**Protected Health Information** or **PHI**) in accordance with the terms and conditions of this BAA.

Business Associate must have policies and procedures in place designed to detect, prevent, and mitigate improper disclosures of PHI, including through identity theft.

3. **Restrictions on Uses and Disclosures by Business Associate.** Business Associate may use PHI as necessary to carry out its contractual responsibilities to the Covered Entity. Business Associate will use and disclose PHI only as permitted or required by the terms of this BAA, only to the extent required to fulfill Business Associate's obligations, or as Required by Law (as such term is defined by HIPAA). Business Associate will not use or disclose PHI except as described herein without the prior written consent of the Covered Entity. Except as provided herein,

Business Associate shall not use or disclose PHI in any manner that would constitute a violation of HIPAA or Kentucky privacy laws if done by any Covered Entity. Notwithstanding anything to the contrary, Business Associate is not permitted to use PHI or de-identify or otherwise redact PHI and use or disclose such de-identified or redacted information for the benefit of any individual or entity other than the Covered Entity. Business Associate shall not disclose PHI to a health plan if Business Associate has received written notice from the patient or Covered Entity that the patient has properly made this special restriction per 45 C.F.R. Section 164.522, as amended from time to time.

4. **Minimum Necessary Use and Disclosure.** To the extent that Business Associate is permitted by this BAA to use, disclose, or request PHI, Business Associate will make all reasonable efforts to use, disclose, and request only the minimum amount of information necessary to perform or fulfill a specific function required or permitted under this BAA.
5. **Data Aggregation.** Upon the Covered Entity's prior written request, Business Associate may use and disclose PHI to conduct data aggregation services, as such services are defined by the HIPAA Regulations, that relate to health care operations of the Covered Entity.
6. **Access to and Amendment of PHI.** Consistent with HIPAA, Business Associate shall provide such reasonable assistance as the Covered Entity may request from time to time to comply with obligations relating to affording Individuals access to their PHI and allowing Individuals to amend their PHI. Unless the parties agree otherwise in writing, Business Associate shall not interact directly with patients or other such Individuals.
7. **Accounting of Disclosures.** Within ten (10) business days of receipt of a written request from the Covered Entity, Business Associate will provide the Covered Entity with an accounting of disclosures of PHI by Business Associate that is sufficient to satisfy the standards set forth in HIPAA concerning providing Individuals accountings of disclosures of their PHI. Business Associate shall retain all records and information as necessary to generate such an accounting of disclosures by Business Associate.
8. **Response to Direct Patient Requests for Access, Amendment, or Accounting.** In the event an Individual contacts Business Associate directly seeking to exercise his or her rights of access, amendment, or accounting under HIPAA or other applicable law, Business Associate will notify the Covered Entity of such request within five (5) business days of receipt and the parties will proceed as set forth in this BAA.
9. **Government Access.** Business Associate will make its internal practices, policies, books, contracts, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate or any agent or subcontractor of Business Associate on behalf of, the Covered Entity, available to the Secretary of the United States Department of Health and Human Services (**Secretary**), in a time and manner designated by the Secretary, for purposes of determining the Covered Entity's compliance with HIPAA. Upon receipt of a request for such access from the Secretary, Business Associate shall immediately notify the affected Covered Entity of the nature and scope of the request. Upon the request of the affected Covered Entity, Business Associate shall provide such Covered Entity (at such Covered Entity's cost) with a copy of all materials produced to the Secretary by Business Associate pursuant to such a request.

**Legal Obligations to Disclose PHI.** Should Business Associate believe that it has a legal obligation to disclose any PHI, including but not limited to a legal obligation pursuant to a subpoena, court order,

or governmental request, it will notify the Covered Entity as soon as reasonably practical after learning of such obligation, and in any event at least seven (7) calendar days prior to the proposed release, as to the nature and scope of the proposed release and the legal requirement pursuant to which it believes such release must occur. If the Covered Entity objects to the release of such PHI, such Covered Entity may exercise any legal rights or remedies it might have to object to the release of the PHI, and, if applicable, Business Associate agrees to provide reasonable assistance to such Covered Entity in connection therewith.

10. **Establishment of Safeguards by Business Associate.** Business Associate will establish, implement, and enforce appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA. Without limiting the generality of the foregoing, Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits under this BAA and in connection with the Services Agreement. Upon the request of the Covered Entity, Business Associate will review with the Covered Entity the safeguards established hereunder.<sup>1</sup>
11. **Business Associate's Obligations Related to Disclosures to Agents and Contractors.** Business Associate will ensure that any Business Associate agents or subcontractors that will have access to or the ability to use or disclose PHI shall agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such information. Business Associate shall further ensure that any such agents or subcontractors to whom Business Associate provides Electronic PHI agree to implement reasonable and appropriate safeguards to protect it.
12. **Privacy Violations and Security Incidents.** Within twenty-four (24) hours of discovering an unauthorized or illegal use or disclosure of PHI, or any Security Incident (as such term is defined in 45 C.F.R. § 164.304, as amended from time to time) involving Electronic PHI, (collectively, **Known Misuses**), Business Associate shall notify the Covered Entity of the Known Misuse. Business Associate will fully cooperate with the Covered Entity to cure any Known Misuse (to the extent such violations are able to be cured). Business Associate will take, or, in the event that the acts or omissions of an agent or subcontractor of Business Associate gave rise to the Known Misuse, will require its agent or subcontractor to take, commercially reasonable actions to mitigate any negative impact of any Known Misuse and to improve safeguards to prevent recurrence. Notwithstanding anything in this Agreement or in the Services Agreement to the contrary, Business Associate shall indemnify and hold harmless the Covered Entity from and against any and all reasonable costs (including without limitation attorney fees), claims, and damages (including without limitation civil monetary penalties) incurred by the Covered Entity arising from or relating to Known Misuses by Business Associate (including its agents, contractors, employees, and other workforce members) and such other privacy and security violations that result from the intentional or negligent acts and omissions of Business Associate (including its agents, contractors, employees, and other workforce members).
13. **Breach Notification.** In the event that Business Associate discovers that an incident has occurred that could reasonably be expected to constitute a Breach of Unsecured PHI, Business Associate shall, within twenty-four (24) hours of such discovery, notify the Covered Entity. Such notice shall be in writing and shall include the following information: a brief description of what

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<sup>1</sup> Center should consider whether to include optional security safeguard language herein. For example, Business Associate is at minimum expected to encrypt any transmission of PHI via HHS approved encryption technologies, conduct and log regular security audits, and produce a written disaster recovery plan.

occurred, including: the date of the breach and the date of the discovery of the breach by Business Associate (including its agents, contractors, employees, and other workforce members), if known; a description of the types of Unsecured PHI that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against further breaches; an estimate of the number of Individuals affected by the breach; a brief statement as to why Business Associate believes this activity was unauthorized; a description of the unauthorized individual(s) and/or entity(ies) to whom the information was disclosed or who otherwise obtained access to it; a statement as to whether the PHI was returned prior to access or use by the unauthorized individual or entity; and any other information that the Covered Entity may be required to include in notices to the affected Individuals under applicable state and federal law.

The breach notification shall be supplemented with additional information as the Business Associate receives it, especially regarding breach risk assessment and related reporting. Notwithstanding anything in this Agreement or in the Services Agreement to the contrary, Business Associate shall indemnify and hold harmless the Covered Entity from and against any and all reasonable costs (including without limitation attorney fees) incurred by the Covered Entity in fulfilling its obligations under state or federal breach notification laws, to the extent that the breach resulted from an intentional or negligent act or omission of Business Associate (including Business Associate's agents, contractors, employees, and other workforce members).

14. **Transactions.** As required by 45 C.F.R. § 162.923(c), as amended from time to time, to the extent that Business Associate will perform all or part of a Transaction on behalf of a Covered Entity, Business Associate shall (i) comply with all applicable requirements set forth in 45 C.F.R. part 162, and (ii) require any agent or subcontractor to comply with all applicable requirements set forth in 45 C.F.R. part 162, as amended from time to time. As required by 45 C.F.R. § 162.915, as amended from time to time, to the extent that Business Associate will serve as a Business Associate of a Covered Entity, Business Associate agrees not to do any of the following: unless the parties mutually agree otherwise: (i) change the definition, Data Condition, or use of a Data Element or Segment in a Standard; (ii) add any Data Elements or Segments to the Maximum Defined Data Set; (iii) use any code or Data Elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (iv) change the meaning or intent of the Standard's Implementation Specification(s). Business Associate will coordinate with the Covered Entity a mutually acceptable testing schedule for any applicable Transactions. Any capitalized term used and not otherwise defined herein shall have the meaning given to such term in the HIPAA Regulations.
15. **Termination for Material Breach of this BAA.** Notwithstanding anything to the contrary in the Services Agreement, Covered Entity may terminate the Services Agreement for cause in the event that Business Associate breaches a material term of this BAA. In this event, the Covered Entity reserves the right to report the breach to the Secretary.
16. **Effect of Termination or Expiration.** Promptly upon termination or expiration of the Services Agreement for any reason, Business Associate shall return to the Covered Entity (or, if so instructed by the Covered Entity, destroy) any PHI related to the Services Agreement which is in Business Associate's possession or control (including but not limited to PHI in the possession of an agent or subcontractor of Business Associate), including any copies thereof, whether in written form, electronic form, or otherwise. Any right or license Business Associate may have to

use the PHI at that time will terminate immediately upon the expiration or termination of the Services Agreement.

17. **Right, Title, and Interest in and to PHI.** As between the Covered Entity and Business Associate, the Covered Entity holds all right, title, and interest in and to the PHI, and Business Associate does not hold, and will not acquire by virtue of this BAA or by virtue of providing any services or goods to the Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.
18. **Individuals Not Third Party Beneficiaries.** Individuals are not third party beneficiaries of this BAA.
19. **Privilege.** Notwithstanding anything in this BAA or the Services Agreement to the contrary, no attorney-client privilege, attorney work product protection, accountant-client privilege, or other such legal privilege or protection shall be deemed waived by Business Associate or the Covered Entity by virtue of this BAA.
20. **Headings.** Headings used in this BAA are for convenience only and are not intended to alter the meaning of the text of the provisions themselves.
21. **Notices.** Notices hereunder shall be provided to the parties as follows:  
  
HealthFirst Bluegrass: email [wlinScott@healthfirstlex.com](mailto:wlinScott@healthfirstlex.com)  
  
Business Associate: email [mayor@lexingtonky.gov](mailto:mayor@lexingtonky.gov)
22. **Interpretation.** Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA. This BAA shall be construed such that the Covered Entity for whom or on whose behalf Business Associate provides services pursuant to the Services Agreement that involve PHI shall be entitled to the benefit of all terms of this BAA.
23. **Amendment.** The parties agree to take such action as is necessary to amend this BAA from time to time to allow for the Covered Entity to comply with the requirements of HIPAA and applicable federal and state privacy and security laws.
24. **Survival.** The obligations hereunder which by their nature are intended to survive the termination of this BAA shall survive, including but not limited to the respective rights and obligations of the parties related to the effect of termination or expiration set forth above and the terms concerning breach notification set forth above.
25. **Effect of Waiver.** No waiver of any provision herein shall constitute or be deemed to constitute a waiver of any other provision of this BAA, nor shall any waiver of any provision herein in a particular instance constitute or be deemed to constitute a waiver of such provision in any other or further instance.
26. **Rights and Remedies.** The Covered Entity shall have the right to enforce this BAA against Business Associate and shall be afforded all rights and remedies available hereunder. Further, each right, power, and remedy of each party, as provided for in this BAA or now or hereafter existing at law, in equity, by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this BAA or in any other

document now or hereafter existing at law, in equity, by statute or otherwise. The exercise or beginning of the exercise by any party of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by any party of any or all such other rights, powers, or remedies.

27. **Full Force and Effect.** Notwithstanding anything to the contrary, the privacy requirements of this BAA shall remain in full force and effect for as long as Business Associate retains, maintains, has access to, uses, discloses, or stores PHI.
28. **Counterparts.** This BAA may be signed in counterparts, and by each party on a different counterpart, but all such counterparts together shall constitute but one and the same instrument and, presuming execution and delivery hereof by each party, each such counterpart signed and delivered by a party against whom enforcement is sought shall (whether or not such counterpart shall have been signed by the other parties) be deemed to be an original instrument.
29. **Supplemental Nature of This BAA.** The parties acknowledge that this BAA is intended to supplement any and all other confidentiality or patient privacy-related obligations existing under the Services Agreement, under any other agreement, or under or applicable law.

**Governing Law and Venue.** This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the Commonwealth of Kentucky. All duties and obligations of the parties created hereunder are primarily performable in Fayette County, Kentucky, and Fayette County, Kentucky, shall be the sole and exclusive venue for any litigation, special proceeding or other proceeding between the parties that may be brought or arise out of or in connection with or by reason of this Agreement.

IN WITNESS WHEREOF, Covered Entity and Business Associate have caused this Agreement [or Addendum] to be executed as of the Effective Date.

“COVERED ENTITY”  
HealthFirst Bluegrass Inc.  
a Kentucky non-profit corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Wayne Linscott  
Chief Executive Officer

“BUSINESS ASSOCIATE”  
Lexington-Fayette Urban County Government on behalf of  
Community Paramedicine  
an Urban County Government

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Linda Gorton  
Mayor