

## BUSINESS ASSOCIATE AGREEMENT

Version 1.0 Effective: January 1, 2024

[cite\_start]This Business Associate Agreement ("Agreement") is entered into as of the date of electronic signature below. [cite: 235]

### PARTIES:

- [cite\_start]"Covered Entity": The law firm signing this agreement [cite: 236]
- [cite\_start]"Business Associate": **ProvaLens AI Platform** ("ProvaLens") (Replacing "Prova Legal AI Platform ("Prova")") [cite: 236]

RECITALS: [cite\_start]Covered Entity wishes to use ProvaLens's document intelligence services which may involve the processing of Protected Health Information (PHI) as defined under HIPAA. [cite: 237]

## ARTICLE 1 - DEFINITIONS

[cite\_start]1.1 "PHI" means Protected Health Information as defined in 45 CFR § 160.103. [cite: 238] [cite\_start]1.2 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996. [cite: 238] [cite\_start]1.3 "HITECH" means the Health Information Technology for Economic and Clinical Health Act. [cite: 239] [cite\_start]1.4 "Security Rule" means the Security Standards at 45 CFR Part 160 and Part 164. [cite: 239]

## ARTICLE 2 - OBLIGATIONS OF BUSINESS ASSOCIATE

[cite\_start]2.1 Not use or disclose PHI other than as permitted by this Agreement or as required by law. [cite: 240] [cite\_start]2.2 Use appropriate safeguards to prevent unauthorized use or disclosure of PHI. [cite: 241] [cite\_start]2.3 Report any unauthorized use or disclosure of PHI within 72 hours of discovery. [cite: 242] [cite\_start]2.4 Ensure any subcontractors agree to the same restrictions and conditions. [cite: 243] [cite\_start]2.5 Make PHI available to Covered Entity as required under HIPAA. [cite: 244] [cite\_start]2.6 Make practices and records available to HHS for compliance determination. [cite: 245] [cite\_start]2.7 At termination, return or destroy all PHI received from Covered Entity. [cite: 246]

## ARTICLE 3 - PERMITTED USES AND DISCLOSURES (Revised for Non-Access Model)

3.1 Business Associate may **use or disclose PHI solely to perform the functions, activities, or services specified** in the underlying Master SaaS Agreement, including providing document intelligence, search capabilities, and maintenance of the Software. [cite\_start]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. [cite: 247] [cite\_start]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. [cite: 249]

## ARTICLE 4 - OBLIGATIONS OF COVERED ENTITY

[cite\_start]4.1 Notify Business Associate of any limitations on uses or disclosures of PHI. [cite: 250] [cite\_start]4.2 Notify Business Associate of any changes to authorizations by individuals. [cite: 251] [cite\_start]4.3 Not request Business Associate to use or disclose PHI in violation of HIPAA. [cite: 252]

## ARTICLE 5 - TERM AND TERMINATION

[cite\_start]5.1 This Agreement is effective upon electronic signature and continues until terminated. [cite: 253] [cite\_start]5.2 Either party may terminate upon 30 days written notice. [cite: 253] [cite\_start]5.3 Business Associate obligations survive termination regarding PHI retention. [cite: 254]

## ARTICLE 6 - SECURITY MEASURES

ProvaLens implements the following security measures:

- AES-256 encryption for data at rest
- TLS 1.3 encryption for data in transit
- Multi-factor authentication
- Role-based access controls
- Comprehensive audit logging
- Regular security assessments
- SOC 2 Type II compliance (in progress)

## 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 details of affected individuals and PHI involved
- Cooperate with breach investigation and mitigation

## ACKNOWLEDGMENT

[cite\_start]By signing below, Covered Entity acknowledges understanding and agreement to all terms. [cite: 255]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

ProvaLens AI Platform

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