

Business Associate Agreement (BAA)

This Business Associate Agreement (“Agreement”) is entered into by and between:

Covered Entity: City of Lawrence Fire Department

Address: 9001 E 59th Street Indianapolis, IN 46216

And

Business Associate: Eugene Health (dba Crosswalk Health)

Address: 1505 Lyndon B Johnson Freeway, Suite 455 Farmers Branch, Texas 75234

Effective Date: *Date of signatures*

1. Purpose

This Agreement ensures that the Business Associate will appropriately safeguard Protected Health Information (PHI) in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), its implementing regulations, and applicable state laws.

2. Definitions

a. **Protected Health Information (PHI):** PHI refers to individually identifiable health information transmitted or maintained in any form or medium as defined by HIPAA.

b. **Covered Entity:** The City of Lawrence Fire Department, which provides emergency medical services (EMS) and maintains PHI.

c. **Business Associate:** An entity or individual who performs functions or services for or on behalf of the Covered Entity that involves access to PHI.

3. Obligations and Activities of Business Associate

The Business Associate agrees to:

- Use or disclose PHI only as permitted or required by this Agreement or as required by law.
- Implement administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI.
- Report to the Covered Entity any unauthorized access, use, or disclosure of PHI within 48 hours of discovery.
- Ensure any subcontractors or agents agree to the same restrictions and conditions.
- Make PHI available to the Covered Entity or individual for access and amendment as required under HIPAA.
- Document disclosures of PHI and provide such documentation to the Covered Entity upon request.
- Make its internal practices, books, and records related to the use or disclosure of PHI available to the U.S. Department of Health and Human Services (HHS) upon request.

- Return or destroy all PHI received from, created for, or maintained on behalf of the Covered Entity upon termination of this Agreement.

4. Permitted Uses and Disclosures by Business Associate

The Business Associate may use or disclose PHI solely to:

- Perform services outlined in the scope of services agreed upon by the parties.
- Conduct proper management and administrative activities, provided the disclosures are either required by law or the Business Associate obtains reasonable assurances that the PHI will remain confidential.

5. Term and Termination

a. **Term:** This Agreement shall remain in effect until terminated by either party.

b. **Termination for Cause:** If the Covered Entity determines the Business Associate has violated a material term of this Agreement, it may terminate the Agreement upon written notice.

c. **Obligations Upon Termination:** Upon termination, the Business Associate shall return or destroy all PHI in its possession, if feasible. If return or destruction is not feasible, the Business Associate shall extend the protections of this Agreement to the retained PHI.

6. Indemnification

The Business Associate shall indemnify and hold harmless the Covered Entity from and against any claims, damages, or liabilities arising from the unauthorized use or disclosure of PHI caused by the Business Associate's breach of this Agreement.

7. Miscellaneous

a. **Amendments:** This Agreement may be amended only by written agreement of the parties.

b. **Governing Law:** This Agreement shall be governed by the laws of the State of Indiana.

c. **Survival:** The obligations of the Business Associate under this Agreement shall survive the termination of this Agreement.

d. **Clauses:**

- Non-Discrimination. The Service Provider agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the agreement.
- Compliance With E-Verify Program. Under Ind. Code § 22-5-1.7-11, by entering into an agreement with the Customer, the Service Provider is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. The Service Provider is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify

program no longer exists. By executing this agreement, the Service Provider affirms that it does not knowingly employ an unauthorized alien. The Service Provider further affirms that, prior to entering into this agreement with the Customer, it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

8. Signatures

By signing below, the parties acknowledge and agree to the terms of this Business Associate Agreement.

City of Lawrence Fire Department (Covered Entity)

Signature: _____
Name: _____
Title: _____
Date: _____

Eugene Health (dba Crosswalk Health)

Signature: Jon Collins
Name: Jon Collins
Title: CEO
Date: 2-10-2025