



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into between San Bernardino County on behalf of Arrowhead Regional Medical Center (“Covered Entity”) and Baxter Healthcare Corporation (“Business Associate”) with an effective date of (“Effective Date”). Covered Entity and Business Associate shall each be referred to herein individually as a “Party” and collectively, as the “Parties.”

WHEREAS, Covered Entity and Business Associate have entered into one or more agreements pursuant to which Covered Entity has purchased one or more products or services from Business Associate (“Underlying Agreement”), and that this Agreement only applies to the extent that Business Associate provides certain services to Covered Entity that involve the creation, receipt, maintenance, and transmission of Protected Health Information (“PHI”) and that render Business Associate a “business associate” as defined under the HIPAA Rules (“Services”);

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to this Agreement or an Underlying Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), and the regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E (“Privacy Rule”), the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C (“Security Rule”), and the Notification of Breach of Unsecured Protected Health Information requirements at 45 C.F.R. Part 164, Subpart D (“Breach Notification Rule” and “HIPAA Rules” shall mean the Privacy Rule, the Security Rule, and the Breach Notification Rule collectively); and

WHEREAS, the Parties acknowledge and agree that Business Associate provides certain health care services in the role of a Covered Entity, as defined under the HIPAA Rules, and that the terms of this Agreement do not apply to PHI that Business Associate collects, maintains, uses and discloses in its role as a Covered Entity.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions. For purposes of this Agreement, terms used, but not otherwise defined, shall have the same meaning as those terms in HIPAA, the HITECH Act, the HIPAA Rules, or any future regulations promulgated or guidance issued by the Secretary thereunder, except that “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity pursuant to this Agreement. PHI shall include Electronic Protected Health Information.

B. Business Associate Obligations and Activities.

- (1) Business Associate shall use or disclose PHI only for those purposes necessary to perform Services, or as otherwise expressly permitted in this Agreement or required by law, and will not further use or disclose such PHI.
- (2) Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall comply with the applicable requirements of Subpart C of Part 164 of the Security Rule.
- (3) Business Associate shall limit any uses, disclosures and requests for PHI to the minimum amount necessary to perform or fulfill a specific function required or permitted by this Agreement in accordance with the HIPAA Rules.

(4) Business Associate shall mitigate to the extent practicable, any harmful effect that is known to Business Associate from a use or disclosure of PHI by Business Associate in violation of this Agreement.

(5) Business Associate shall report in writing to Covered Entity any use or disclosure of PHI for purposes other than those permitted by this Agreement within ten (10) business days of Business Associate learning of such use or disclosure.

(6) Business Associate shall report in writing to Covered Entity any Security Incident of which Business Associate becomes aware within ten (10) business days of Business Associate learning of such Security Incident. The Parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include, but are not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized acquisition, access, use or disclosure of PHI.

(7) Business Associate shall report in writing to Covered Entity any Breach of Unsecured PHI, as defined in the Breach Notification Rule, without undue delay and no later than ten (10) business days of Business Associate learning of the incident giving rise to the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Rule.

(8) In accordance with 45 C.F.R. §§ 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate shall require any of its agents or subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate to agree, in writing, to the same restrictions, conditions and obligations with respect to the use and disclosure of PHI that apply to Business Associate under this Agreement.

(9) Access to PHI

a) **Covered Entity Access:** Within fifteen (15) business days of a request by Covered Entity for access to PHI, Business Associate shall make requested PHI available to Covered Entity.

b) **Individual Access:** If an Individual makes a request for access directly to Business Associate, Business Associate shall within ten (10) business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for PHI and Business Associate will make no such determinations. Only Covered Entity will release PHI to an Individual pursuant to such a request, unless Covered Entity directs Business Associate to do so.

(10) Amendment of PHI

a) **Covered Entity Request:** Within fifteen (15) business days of receiving a request from Covered Entity to amend an Individual's PHI, Business Associate shall provide such PHI to Covered Entity for amendment. Alternatively, if Covered Entity's request includes specific instructions on how to amend the PHI, Business Associate shall incorporate such amendment into the PHI it holds in a Designated Record Set within fifteen (15) business days of receipt of the Covered Entity request.

b) **Individual Request:** If an Individual makes a request for amendment directly to Business Associate, Business Associate shall within ten (10) business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding amendments to PHI and Business Associate will make no such determinations unless Covered Entity directs Business Associate to do so.

(11) Accounting of Disclosures of PHI

a) **Disclosure Records:** Business Associate shall keep a record of any disclosure of PHI that Business Associate makes, if Covered Entity would be required to provide an accounting to Individuals of such disclosures under 45 C.F.R. § 164.528. Business Associate shall maintain a record of such disclosures for six (6) years from the date of the disclosure.

b) **Data Regarding Disclosures:** For each disclosure for which it is required to keep a record under paragraph 11(a), Business Associate shall record and maintain the following information: (1) the date of disclosure; (2) the name of the entity or person who received the PHI and the address of such entity or person, if known; (3) a description of the PHI disclosed; and (4) a brief statement of the purpose of the disclosure.

c) **Provision to Covered Entity:** Within fifteen (15) business days of receiving a notice from Covered Entity, Business Associate shall provide to Covered Entity its record of disclosures.

d) **Request by Individual:** If an Individual requests an accounting of disclosures directly from Business Associate, Business Associate shall forward the request and its record of disclosures to Covered Entity within ten (10) business days of Business Associate's receipt of the Individual's request. Covered Entity will be responsible for preparing and delivering the accounting to the Individual. Business Associate will not provide an accounting of its disclosures directly to any Individual, unless directed by Covered Entity to do so.

(12) Business Associate shall make available to the Secretary its internal practices, books and records relating to the use and disclosure of PHI received from, or created by, Business Associate on behalf of Covered Entity, for purposes of determining Covered Entity's compliance with the HIPAA Rules.

(13) To the extent Business Associate is delegated to carry out any of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such delegated obligations.

C. Permitted Uses and Disclosures. The Parties agree that Business Associate may:

(1) Use and disclose PHI to perform the Services provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(2) Use PHI in its possession to provide data aggregation services relating to the health care operations of Covered Entity to the extent such services are part of the Services.

(3) Use PHI in its possession for its proper management and administration and to fulfill any of its present or future legal responsibilities.

(4) Disclose PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any of its present or future legal responsibilities provided that (i) the disclosures are required by law, or (ii) Business Associate has received from the third party receiving the PHI reasonable assurances that the PHI will be held confidentially, that the PHI will only be used or further disclosed as required by law or for the purpose for which it was disclosed to the third party, and that the third party will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(5) De-identify PHI and use and disclose the de-identified information in accordance with the requirements of 45 C.F.R. § 164.514(b).

D. Term. This Agreement shall become effective on the Effective Date and shall expire when all of the PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity pursuant to Section F.

E. Termination. Notwithstanding any other provision under this Agreement, the Parties agree that this Agreement may be terminated without penalty at any time by either Party if the other Party violates a material obligation under this Agreement, provided, however, the other Party is afforded thirty (30) days opportunity to cure the breach and the other Party does not cure the breach or end the violation within said thirty (30) days. If the Parties mutually agree that cure is not possible, this Agreement shall terminate immediately.

F. Return or Destruction of PHI. Upon termination or expiration of this Agreement, Business Associate shall return to Covered Entity or destroy any and all PHI received from, or created by Business Associate on behalf of, Covered

Entity that is maintained by Business Associate in any form whatsoever, including any copies or replicas. Should the return or destruction of the PHI not be feasible, the Parties agree that the terms of this Agreement shall extend to the PHI, and any further use or disclosure of the PHI by Business Associate shall be limited to that purpose which renders the return or destruction of the PHI infeasible.

G. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

H. Notice. Any notice required under this Agreement shall be delivered in writing to Business Associate or Covered Entity, as appropriate, and submitted to the address and email address indicated below:

For Business Associate

Baxter Healthcare Corporation

Attn: Global Privacy Officer

1 Baxter Parkway

Deerfield, IL 60015

privacy@baxter.com

For Covered Entity:

Arrowhead Regional Medical Center

Attn: Andrew Goldfrach

400 N. Pepper Ave.

Colton, CA 92324

I. Counterparts and Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement. Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.

J. Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the HIPAA Rules, there are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.

K. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Rules. The provisions of this Agreement shall prevail over any provisions in any Underlying Agreement between the Parties that may conflict or appear inconsistent with any provision of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the Effective Date.

**SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER**

BAXTER HEALTHCARE CORPORATION

By: _____

(Authorized Signature)

Dawn Rowe

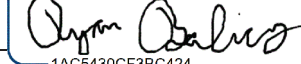
Printed Name:

Chair, Board of Supervisors

Title:

Date:

DocuSigned by:


1AC5430CF3BC424...

Ryan Babicz

Printed Name:

Sales Contract Analyst

Title:

08/27/2025

Date: