

Business Associate Agreement

TEMPLATE. Not legal advice. Have health care counsel review and complete this agreement before signing. Bracketed items must be filled in.

This Business Associate Agreement ("Agreement") is entered into on [DATE] between [PLAN SPONSOR / HEALTH PLAN NAME] ("Covered Entity") and [LEGAL NAME], LLC, a Nevada limited liability company doing business as Medical Bill Buster ("Business Associate"), in connection with the claims audit services agreement between them (the "Services Agreement").

1. Definitions

Terms used but not defined here (including Breach, Protected Health Information (PHI), Electronic PHI, Security Incident, Subcontractor, and Unsecured PHI) have the meanings given in 45 C.F.R. Parts 160 and 164 (the HIPAA Rules).

2. Permitted uses and disclosures

Business Associate may use and disclose PHI only to audit claims for billing and coding errors, identify and pursue recovery of overpayments, and report results to Covered Entity, as described in the Services Agreement, or as required by law. Business Associate will use, disclose, and request only the minimum necessary PHI.

Business Associate may use PHI for its proper management and administration and to carry out its legal responsibilities, and may disclose PHI for those purposes if the disclosure is required by law or Business Associate obtains reasonable written assurances from the recipient as required by 45 C.F.R. 164.504(e)(4).

Business Associate will not sell PHI, use it for marketing, or de-identify it for its own purposes without Covered Entity's written permission.

3. Safeguards

Business Associate will use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 for Electronic PHI, to prevent use or disclosure of PHI other than as provided by this Agreement.

4. Reporting

Business Associate will report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, and any Security Incident, of which it becomes aware. Business Associate will report any Breach of Unsecured PHI without unreasonable delay and no later than [] calendar days after discovery (and in no case later than 60 days), with the information required by 45 C.F.R. 164.410.

5. Subcontractors

Business Associate will ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on its behalf agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate.

6. Individual rights

Within [] days of a request, Business Associate will make PHI in a Designated Record Set available to Covered Entity as needed to meet 45 C.F.R. 164.524 (access), make amendments as directed under

164.526, and provide information needed for an accounting of disclosures under 164.528.

7. Covered Entity obligations

To the extent Business Associate carries out an obligation of Covered Entity under Subpart E of 45 C.F.R. Part 164, it will comply with the requirements that apply to Covered Entity in performing that obligation.

8. Access by HHS

Business Associate will make its internal practices, books, and records relating to PHI available to the Secretary of Health and Human Services for determining compliance with the HIPAA Rules.

9. Term and termination

This Agreement runs until the Services Agreement ends and all PHI is returned or destroyed. Covered Entity may terminate this Agreement and the Services Agreement if Business Associate violates a material term and does not cure it within [30] days of notice.

On termination, Business Associate will return or destroy all PHI, including PHI held by Subcontractors, and keep no copies. If return or destruction is not feasible, Business Associate will extend this Agreement's protections to that PHI and limit further use and disclosure to the purposes that make return or destruction infeasible.

10. Miscellaneous

This Agreement will be interpreted to permit compliance with the HIPAA Rules and will be amended as needed to comply with changes in them. Business Associate's obligations under Section 9 survive termination. Nothing in this Agreement gives rights to any third party. If this Agreement conflicts with the Services Agreement, this Agreement controls as to PHI.

COVERED ENTITY

Signature: _____ Name: _____

Title: _____ Date: _____

BUSINESS ASSOCIATE

Signature: _____ Name: _____

Title: _____ Date: _____