BUSINESS ASSOCIATE AGREEMENT

HIPAA Business Associate Agreement Blueprint

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This Business Associate Agreement ("Agreement" or "BAA") is entered into as of [Effective Date], by and between the following parties:

Covered Entity	Business Associate
Name: [Healthcare Provider / Clinic / Practice Name] Address: [Provider Address] Contact: [Provider Contact Person] Email: [Provider Email]	Name: Medex Pro RCM Solutions Address: [Company Address] Contact: [Authorized Representative] Email: info@medexprousa.com

Covered Entity and Business Associate may be referred to individually as a Party and collectively as the Parties.

1. Purpose

The Parties have entered into, or may enter into, a services agreement under which Business Associate provides healthcare revenue cycle management, medical billing, medical coding, provider credentialing, claims processing, denial management, reporting, and related administrative support services to Covered Entity.

In performing these services, Business Associate may create, receive, maintain, or transmit Protected Health Information (PHI) on behalf of Covered Entity. This Agreement sets forth the obligations of the Parties regarding the use, disclosure, protection, and handling of PHI.

2. Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms under HIPAA and related privacy and security regulations.

- HIPAA means the Health Insurance Portability and Accountability Act of 1996 and related regulations.
- PHI means Protected Health Information as defined under HIPAA.

- ePHI means electronic Protected Health Information.
- Breach means unauthorized access, acquisition, use, or disclosure of unsecured PHI that compromises privacy or security.
- Individual means the person who is the subject of PHI.

3. Permitted Uses and Disclosures

Business Associate may use or disclose PHI only as necessary to perform services for Covered Entity. Such services may include, but are not limited to:

- Medical billing and claims submission
- Revenue cycle management
- Medical coding and documentation support
- Insurance eligibility and benefits verification
- Denial management and appeals
- Provider credentialing and enrollment support
- Accounts receivable follow-up
- Payment posting and reconciliation support
- Patient account support
- Financial reporting and analytics for Covered Entity
- Other services agreed to in writing by the Parties

Business Associate shall not use or disclose PHI in any manner that would violate applicable privacy or security requirements if done by Covered Entity, except as expressly permitted under this Agreement or applicable law.

4. Prohibited Uses and Disclosures

- Sell PHI.
- Use PHI for marketing without proper written authorization.
- Use PHI for any purpose outside the agreed services.
- Disclose PHI to unauthorized persons or entities.
- Use PHI in a manner that violates HIPAA or applicable law.
- Access PHI beyond the minimum necessary requirement.

5. Safeguards

Business Associate shall use appropriate administrative, physical, and technical safeguards to protect PHI and ePHI from unauthorized access, use, disclosure, alteration, or destruction. Such safeguards may include:

- Password-protected systems
- Role-based access controls
- Encryption where appropriate
- Secure email or secure file transfer
- HIPAA training for workforce members
- Device and endpoint security
- Audit logs and access monitoring
- Incident response procedures
- Secure storage and disposal of PHI
- Access termination for former employees and contractors

6. Reporting Unauthorized Use or Disclosure

Business Associate shall report to Covered Entity any unauthorized use or disclosure of PHI not permitted by this Agreement. Business Associate shall also report any Security Incident involving ePHI without unreasonable delay and no later than [5 business days / 10 business days / other agreed period] after discovery.

- Description of the incident
- Date of incident and date of discovery
- Types of PHI involved
- Individuals affected, if known
- Corrective actions taken
- Steps taken to prevent recurrence

7. Breach Notification

If Business Associate discovers a Breach of unsecured PHI, Business Associate shall notify Covered Entity without unreasonable delay and no later than [30 calendar days] after discovery, unless a shorter period is required by law or agreed by the Parties. Business Associate shall cooperate with Covered Entity in investigating the Breach and preparing required notices.

8. Subcontractors

Business Associate shall ensure that any subcontractor, vendor, agent, or contractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees in writing to the same restrictions, conditions, and safeguards that apply to Business Associate under this Agreement.

9. Minimum Necessary Standard

Business Associate shall request, use, and disclose only the minimum amount of PHI necessary to perform the agreed services, unless an exception applies under HIPAA or other applicable law.

10. Individual Rights Support

Business Associate shall assist Covered Entity in responding to Individual rights requests, including requests for access, amendment, accounting of disclosures, and restrictions where applicable. If Business Associate receives a request directly from an Individual, Business Associate shall forward the request to Covered Entity within [5 business days] and shall not respond directly unless instructed by Covered Entity.

11. Accounting of Disclosures

Business Associate shall document disclosures of PHI that must be accounted for and shall provide such information to Covered Entity upon request. Documentation may include date of disclosure, recipient, description of PHI disclosed, purpose of disclosure, and legal basis.

12. Amendment of PHI

If Covered Entity requests an amendment to PHI maintained by Business Associate, Business Associate shall make the amendment as instructed by Covered Entity within [10 / 15 business days], where applicable.

13. Access to Books and Records

Business Associate shall make internal practices, books, records, policies, and procedures relating to use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with applicable privacy and security requirements.

14. Covered Entity Responsibilities

- Notify Business Associate of any limitation in Covered Entity Notice of Privacy Practices that affects Business Associate.
- Notify Business Associate of any restriction on PHI use or disclosure agreed to by Covered Entity.
- Notify Business Associate of any change or revocation of patient authorization that affects Business Associate.
- Notify Business Associate of any special instructions relating to PHI handling.
- Not request Business Associate to use or disclose PHI in a way that would violate applicable privacy or security requirements.

15. Data Ownership

All PHI remains the property of Covered Entity and/or the applicable Individual. Business Associate does not acquire ownership rights in PHI by receiving, storing, processing, or transmitting it.

16. Return or Destruction of PHI

Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from, or created or received on behalf of, Covered Entity, if feasible. If return or destruction is not feasible, Business Associate shall continue to protect the PHI and limit further uses and disclosures to the purpose that makes return or destruction infeasible.

17. Term and Termination

This Agreement begins on [Effective Date] and remains in effect until all PHI is returned, destroyed, or protected according to this Agreement. Covered Entity may terminate this Agreement if Business Associate violates a material term and fails to cure the violation within [10 / 30 days] after written notice. Covered Entity may terminate immediately if cure is not possible.

18. Indemnification

Business Associate shall indemnify and hold harmless Covered Entity from claims, penalties, damages, costs, or expenses arising from Business Associate violation of this Agreement, HIPAA, or applicable privacy and security laws. Covered Entity shall indemnify Business Associate for claims arising from Covered Entity own violation of HIPAA or this Agreement.

19. Confidentiality

Business Associate shall keep PHI and other confidential information strictly confidential and shall disclose it only as permitted by this Agreement or required by law.

20. No Third-Party Beneficiaries

Nothing in this Agreement is intended to create rights for any third party.

21. Governing Law

This Agreement shall be governed by the laws of [State], except to the extent preempted by federal law.

22. Conflict

If there is a conflict between this Agreement and any services agreement between the Parties, this Agreement shall control regarding PHI, HIPAA, privacy, and security matters.

23. Notices

All notices under this Agreement shall be sent to the contact persons and addresses listed above, or to any updated contact information provided in writing by either Party.

24. Signatures

The Parties agree to the terms of this Business Associate Agreement as of the Effective Date written above.

Covered Entity	Business Associate
Name: _____	Name: _____
Title: _____	Title: _____
Company: _____	Company: Medex Pro RCM Solutions
Signature: _____	Signature: _____

Date: _____	Date: _____

Legal note: This is a template blueprint and should be reviewed by qualified legal counsel before use with any provider.