

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made and entered into as of _____
[Date] by and between:

Covered Entity: _____

Business Associate: ClearPath Appeals

Purpose:

Business Associate provides healthcare appeals and administrative services that may involve access to Protected Health Information (PHI).

Permitted Uses

Business Associate may use PHI solely to perform appeal-related services as authorized by the Covered Entity.

By providing the services pursuant to the Agreement, Business Associate will become a “business associate” of the Covered Entity as such term is defined under HIPAA.

Safeguards

Business Associate agrees to:

- Implement administrative, physical, and technical safeguards
- Prevent unauthorized use or disclosure
- Use encrypted communication methods

Both Parties are committed to complying with all federal and state laws governing confidentiality and privacy of health information.

Reporting

Any unauthorized disclosure or breach of PHI will be reported to Covered Entity within a reasonable timeframe.

Termination

Upon termination of the Agreement for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate.

Business Associate will not retain any copies of PHI unless retention is required by law.

Compliance

This Agreement complies with HIPAA and HITECH regulations.

Authorized Signatures

Covered Entity Representative: _____

Date: _____

ClearPath Appeals Representative: _____

Date: _____