



BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement ("Agreement") is entered into by and between the Covered Entity (the medical practice or healthcare provider) and EliteMed.Health ("Business Associate"). This Agreement governs the use and disclosure of Protected Health Information (PHI) in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules.

1. Definitions

Protected Health Information (PHI) shall have the meaning set forth in 45 CFR §160.103 and refers to individually identifiable health information transmitted or maintained in any form or medium.

Business Associate means EliteMed.Health, which performs medical billing, coding, revenue cycle management, and related administrative services on behalf of the Covered Entity.

2. Permitted Uses and Disclosures

Business Associate may use and disclose PHI only as necessary to perform services related to medical billing, coding, claims submission, insurance follow-up, payment posting, reporting, and revenue cycle management.

3. Safeguards

Business Associate agrees to implement administrative, physical, and technical safeguards to protect PHI and prevent unauthorized use or disclosure, in accordance with HIPAA Security Rule requirements.

4. Reporting of Breaches

Business Associate shall report to the Covered Entity any use or disclosure of PHI not permitted by this Agreement, including any suspected or confirmed breach of unsecured PHI, without unreasonable delay.

5. Subcontractors

Business Associate shall ensure that any subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply through this Agreement.

6. Access and Amendment

Business Associate agrees to provide access to PHI as required by the Covered Entity to fulfill patient rights under HIPAA, including requests for access, amendments, or accounting of disclosures.

7. Term and Termination

This Agreement shall remain in effect for the duration of the service relationship between the Covered Entity and EliteMed.Health. Either party may terminate this Agreement if the other party materially breaches its obligations and fails to cure such breach within a reasonable period after written notice.

8. Return or Destruction of PHI

Upon termination of the agreement, Business Associate shall return or securely destroy all PHI received from the Covered Entity, or created or received on behalf of the Covered Entity, unless retention is required by law.

9. Compliance with HIPAA

Both parties agree to comply with applicable HIPAA Privacy, Security, and Breach Notification Rules, including any future amendments.

Signatures

Covered Entity (Practice)

Practice Name: _____

Authorized Representative: _____

Signature: _____

Date: _____

Business Associate

Company: EliteMed.Health

Authorized Representative: _____

Signature: _____

Date: _____