

Red House Medical Billing, L.L.C. Business Associate Agreement

Red House Medical Billing, LLC ("the Agency") is committed to assisting you in complying with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulations") under the Health Portability and Accountability Act of 1996 ("HIPAA"). Under, the Privacy Regulations, as a healthcare provider, you are considered a "covered entity" and the Agency acknowledges that it is considered your business associate. To perform services on behalf of its clients who are a covered entity, the Agency must use and disclose patient Protected Health Information ("PHI") it receives from clients. The minimum necessary PHI for the Agency to perform its services is those portions of the patient's medical record relating to insurance and related payor information, CPT codes and their related diagnosis and treatment categories, and billing and payment information and related PHI maintained by the client. To provide satisfactory assurance to its clients that the Agency will strive to protect the privacy and security of PHI it receives to perform its services, the Agency agrees to abide by the following assurances in handling PHI that it creates or receives on behalf of its clients:

Permitted Uses and Disclosures of PHI: The Agency provides services on behalf of its client's healthcare operations that involve the use and disclosure of PHI as defined by the HIPAA Regulations. These services may include, among others; billing, collection, and other functions necessary to perform these services. Except as otherwise specified herein, the Agency may make any use of PHI necessary to perform its duties, obligations and functions on behalf of its clients. Moreover, the Agency may use or disclose PHI for the purposes authorized by this Agreement to its: (i) employees; (ii) agents and subcontractors; or (iii) as otherwise permitted by the terms of this Agreement or as required by law. Additionally, the Agency is permitted to make the following uses and disclosures:

- a. Use PHI for the proper management and administration of the Agency or to carryout the legal responsibilities of the Agency, provided that such uses are permitted under state and federal confidentiality laws,
- b. Disclose PHI to third parties for the proper management and administration of the Agency or to fulfill any present or future legal responsibilities of the Agency provided that (i) the disclosures are required by law; or, (ii) the Agency has received from the third party reasonable assurances regarding the confidential handling of PHI as required under the Privacy Regulations 88164.504 (e)(4), and
- c. De-identification of PHI received from clients provided that the de-identification conforms the requirements of the Privacy Regulations.

Obligations and Activities of the Agency: The Agency agrees to:

- a. Use and/or disclose the PHI only as permitted by this Agreement or as otherwise required by law;
- b. Report to the client any use or disclosure of the PHI not provided for by this agreement of which the Agency becomes aware;

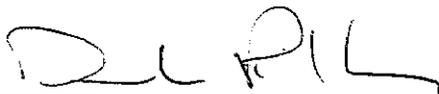
- c. Mitigate, to the extent practicable, any harmful effect from any improper use and/or disclosure of PHI that the Agency reports to a client and to advise the client when such mitigation procedures have been implemented;
- d. Use reasonable safeguards to prevent any use or disclosure of PHI not otherwise permitted by this Agreement;
- e. Require its agents and subcontractors to whom it provides PHI to agree to the same restrictions and conditions of use and/or disclosure of PHI that apply to the Agency;
- f. Upon reasonable notice and written request, make available all records, books, agreements, policies, and procedures related to the use and/or disclosure of PHI received from, or created by Agency on behalf of client, to the client or to Secretary of HHS for purposes of determining a client's compliance with the Privacy Regulations;
- g. Upon reasonable notice and written request, make available to the client, or as directed by the client, to an individual, during normal business hours at the Agency's offices the requested PHI in order to meet the requirements under the Privacy Regulations 88164.524;
- h. Upon reasonable notice and written request, respond to a request from the client for information to assist the client in responding to an individual's request for and accounting of disclosures of PHI under Privacy Regulation 88164.528;
- i. In a reasonable time, incorporate any amendments into its copies of PHI that the client directs, and provide it to its agents and subcontractors as appropriate;
- j. Document disclosures of PHI required of the client to respond to a request by an individual for an accounting of disclosures of PHI under Privacy Regulation 88164.528.

Amendment. Upon the effective date of any final regulation or amendment to the HIPAA Regulations, this Addendum and the Agreement of which it is a part will automatically amend such that the obligations they impose on the Business Associate remain in compliance with the Regulations.

Term and Termination: This Agreement shall be effective on the date signed by the Agency. Upon termination of client's contract with the Agency, the protections of this agreement will remain in force and the Agency shall make no further use and/or disclosures of PHI except for the proper management and administration of its business, as required by law, or in connection with permitted use and disclosures as part of any ongoing activities for the former client. Client may terminate for cause after notifying the Agency in writing of any knowledge of a material breach of this Agreement, and provide the Agency with the opportunity to cure the breach or end the violation and if the Agency does not cure the breach or end the violation within a reasonable time, to either terminate the contract with the Agency or report the violation to the Secretary of the HHS.

Red House Medical Billing, LLC

Date



Client's Signature

11 / 27 / 17
Date