



Provider Portal Enrollment Form

Pinnacle's Provider Portal will allow you to submit new cases for your patients, check the status of current and finalized cases that Pinnacle has worked on. A Business Associates Agreement (BAA) is required by both parties prior to exchange of protected health information (PHI). Once an account has been established for your practice, you may access the portal at www.thepinnaclehealthgroup.com

Instructions:

Send this completed form and signed BAA to our email address BV@thepinnaclehealthgroup.com. Once received, our staff will reach out to your main contact with their newly established login information. If you have questions regarding the enrollment process, please contact us at 866-369-9290.

Provider Information:			
<i>Practice or Facility Name:</i>		<i>Representative Name</i>	
<i>Address</i>		<i>City/State</i>	<i>Zip</i>
Primary Contact:			
<i>Contact Name</i>		<i>Phone Number</i>	<i>Fax Number</i>
<i>Email Address</i> @			
Please indicate how you want patient benefits communicated to your office (check one): <input type="checkbox"/> EMAIL <input type="checkbox"/> FAX			
Physicians affiliated with facility/office: (Include physician degree i.e. MD, DO, PA-C)			
NAME	NPI	TAX ID	PTAN

Please attach an additional form if more contacts need to be added.

The information and any attachments contained in this email are confidential and privileged information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at 215 369 9290 and destroy all copies of this message and any attachments.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), is entered into between **The Pinnacle Health Group** (“Business Associate”) and _____
_____**[covered entity name & address]** (“Covered Entity”).

RECITALS

WHEREAS, Business Associate, through a third party, will assist Covered Entity with respect to certain issues pertaining to reimbursement and coverage (“Payer Assistance”); and

WHEREAS, Covered Entity and Business Associate acknowledge and agree that the execution and delivery of this Agreement is necessary for Covered Entity and Business Associate to comply with the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act, also known as the Health Information Technology for Economic and Clinical Health Act and their implementing regulations (collectively, “HIPAA”).

NOW THEREFORE, for and in consideration of the recitals herein above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Business Associate and Covered Entity hereby agree as follows:

I. DEFINITIONS

- a. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information (“PHI”) to perform its functions, activities, or services for, or on behalf of, Covered Entity or as Required by Law. Subject to the same exceptions, Business Associate will not use or disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity.
- b. Except as otherwise limited in this Agreement, Business Associate may use PHI for its proper management and administration or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement, Business Associate may disclose PHI to third parties for the purpose of its proper management and administration, or to carry out the legal responsibilities of the Business Associate, provided that the disclosures are (i) Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and that the person agrees to notify Business Associate in writing of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Business Associate may use and disclose PHI to provide Data Aggregation services, if applicable, to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

- e. Business Associate may use PHI to report violations of law to the appropriate Federal and State authorities, pursuant to 42 CFR 164.502(j)(1).
- f. Business Associate may de-identify PHI as permitted by 45 C.F.R. § 164.514 and may use and disclose de-identified information, provided that any such use or disclosure shall be consistent with applicable law.
- g. Business Associate shall make the uses and disclosures required under 45 C.F.R. § 164.502(a)(4).

III. **OBLIGATIONS OF BUSINESS ASSOCIATE**

- a. Use and Disclosure of PHI. Business Associate agrees to not use or disclose PHI other than as permitted hereunder or required by Law.
- b. Minimum Necessary Requirement. Business Associate shall limit any request, use or disclosure of PHI to the minimum amount of PHI reasonably necessary to accomplish the intended purposes of the request, use, or disclosure. To the extent practicable, Business Associate shall omit Direct Identifiers from all uses, disclosures or requests for PHI.
- c. Safeguarding Against Improper Use and Disclosure. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as contemplated for the performance of Payer Assistance, provided for by this Agreement or Required by Law.
- d. Reporting of Improper Use or Disclosure. Business Associate shall report to Covered Entity in writing any use or disclosure of PHI not contemplated for the performance of Payer Assistance and this Agreement of which it becomes aware.
- e. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect, that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of this Agreement or HIPAA.
- f. Disclosures to Third Parties. Except as set forth in Section II(c) of this Agreement, Business Associate shall enter into a written agreement meeting the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) with each Subcontractor that receives, uses, or has access to PHI. Business Associate shall ensure that the written agreement obligates the Subcontractor to comply with the materially same restrictions and conditions that apply to Business Associate under this Agreement and HIPAA.
- g. Designated Record Set.
 - i. In the event Business Associate receives a request for access from an individual, Business Associate shall forward the request to Covered Entity. Business Associate agrees to provide access, at the request of Covered Entity, within fifteen (15) business days of receiving a request, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524. This provision is not applicable if Business Associate does not have PHI in Covered Entity's Designated Record Set.

- ii. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR 164.526, within sixty (60) business days of receiving such request. This provision shall not apply if Business Associate does not have PHI in Covered Entity's Designated Record Set.
- h. Government Access to Records. Business Associate agrees to allow the Secretary to audit Business Associate's internal practices, books, records, policies, and procedures, as they relate to the use and disclosure of PHI, for purposes of determining Covered Entity's compliance with HIPAA.
- i. Accounting of Disclosures.
 - i. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures, in accordance with the Privacy Rule at 45 CFR 164.528.
 - ii. In the event Business Associate receives a request for an accounting from an Individual, Business Associate shall forward the request to Covered Entity. Where directed by Covered Entity, Business Associate agrees to provide to Covered Entity, or to an Individual, at Covered Entity's request, information collected in accordance with Section II(j)(i) of this Agreement, in order to allow Covered Entity to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule at 45 CFR 164.528.
- j. Compliance with HIPAA.
 - i. Business Associate shall comply with the requirements of HIPAA that apply to Covered Entity in the performance of its functions, activities, or services for, or on behalf of, Covered Entity.
 - ii. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic Protected Health Information ("ePHI") that it creates, receives, maintains or transmits on behalf of Covered Entity.
 - iii. Business Associate agrees to render ePHI unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary pursuant to HIPAA.
 - iv. Business Associate shall report to Covered Entity any successful unauthorized access, use, disclosure, modification or destruction of ePHI or interference with system operations in an information system containing ePHI. Business Associate shall report to Covered Entity the aggregate number of unsuccessful, unauthorized attempts to access, use, disclose, modify or destroy ePHI or interfere with system operations in an information system containing ePHI, provided that:
 - 1. such reports will be provided only as frequently as the parties mutually agree, but no more than once per month; and
 - 2. if the definition of "Security Incident" under the Security Rule is amended to remove the requirement for reporting "unsuccessful" attempts to use, disclose, modify or destroy ePHI, this section addressing the reporting of unsuccessful, unauthorized attempts, will no longer apply as of the effective date of such amendment.

- v. Notwithstanding the foregoing, the parties understand that pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks and any combination of the above shall not be considered a Security Incident, so long as no such incident results in the defeat or circumvention of any security control, or in the unauthorized access, use or disclosure of PHI provided by Covered Entity.
- k. Reporting Breaches and Improper Disclosures.
 - i. In the event of a Breach of Unsecured PHI, Business Associate agrees to notify Covered Entity of the Breach, without unreasonable delay, and no more than sixty (60) business days after the discovery of the Breach. Business Associate agrees to treat a Breach as discovered on the first day on which the Business Associate, or an employee, officer, or an agent knew of the Breach or should have known of the Breach if it had exercised reasonable diligence. Business Associate shall coordinate with the Covered Entity to: (i) investigate the Breach, (ii) inform all affected Individuals, and (iii) mitigate the harmful effects of the Breach.
 - ii. Business Associate will, at a minimum, provide Covered Entity with the following information in each notification in accordance with 45 C.F.R. 164.404:
 - 1. The identification of each individual whose unsecured PHI had been, or is reasonably believed by Business Associate to have been, accessed, used or disclosed during the Breach; and
 - 2. a brief description of what occurred with respect to the Breach, including, to the extent known, the date of the Breach and the date on which the Breach was discovered; and
 - 3. a description of the types of Unsecured PHI that were disclosed during the Breach.
 - iii. Business Associate agrees to report to Covered Entity within sixty (60) business days of discovery, any use or disclosure of PHI not provided for by this Agreement.

IV. **OBLIGATIONS OF COVERED ENTITY**

- a. Notice of Privacy Practices. Covered Entity shall provide Business Associate with its Notice of Privacy Practices, and will notify Business Associate of any changes to its Privacy Practices, if such changes affect Business Associate's use or disclosure of PHI.
- b. Revocation of Permitted Use or Disclosure of PHI. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Restrictions on Use or Disclosure of PHI. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522.

V. **PERMISSIBLE REQUESTS BY COVERED ENTITY**

- a. Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the Privacy Rule. However, Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity.

VI. **TERM AND TERMINATION**

- a. Term. This Agreement shall be effective upon execution, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
- b. Termination for Cause. Upon either party's ("Non-Breaching Party") knowledge of a material Breach by the other party ("Breaching Party"), the Non-Breaching Party shall either:
 - i. provide a reasonable opportunity for the Breaching Party to cure the breach or end the violation within thirty (30) days of receiving notice of the breach, or terminate this Agreement if the Breaching Party does not cure the breach or end the violation within the time specified by the Non-Breaching Party; or
 - ii. immediately terminate this Agreement if the Breaching Party has breached a material term of this Agreement and cure is not possible.
- c. Effect of Termination. Upon termination of this Agreement, for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form, and if return or destruction is not feasible extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction infeasible;
 - iii. Continue to use appropriate safeguards, and comply with the Security Rule (as applicable to Business Associates) with respect to ePHI, to prevent use or disclosure of the PHI, other than as provided for in this Section of the Agreement, for as long as Business Associate retains the PHI;
 - iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in Section III(b)-(e) above, which applied prior to termination; and;
 - v. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities, and if return or destruction is not feasible extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction infeasible.

VII. **MISCELLANEOUS**

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HITECH Act, the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Survival. The respective rights and obligations of Business Associate under Section VI and VII of this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit both Business Associate and Covered Entity to comply with the HITECH Act, the Privacy Rule and the Security Rule.
- e. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Replacement. This Agreement replaces any existing Business Associate Agreement or other terms and conditions entered into or agreed upon by the parties governing their respective rights and obligations under HIPAA/HITECH.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized officers as of the day and year first written above.

_____	<u>The Pinnacle Health Group, Inc.</u>
<i>Covered Entity Name</i>	
_____	
<i>Signature</i>	<i>Signature</i>
_____	<u>Business Manager</u>
<i>Title</i>	<i>Title</i>
_____	<u>1/2/2018</u>
<i>Date</i>	<i>Date</i>