

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is entered into by and between **ClinicalScriptAI LLC**, an Arizona limited liability company (“Business Associate”), and _____ (“Covered Entity”), effective as of _____/_____/_____.

This Agreement is intended to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and all applicable federal and state privacy and security laws governing Protected Health Information (“PHI”).

1. PURPOSE

Covered Entity may disclose certain Protected Health Information (“PHI”) to Business Associate so that Business Associate may provide services including, but not limited to:

- AI-assisted clinical documentation;
- AI-generated insurance claim appeals and denial management;
- Revenue cycle management support;
- Medical transcription and workflow automation;
- Secure software hosting and analytics services;
- Integration services utilizing APIs or secure interfaces with Covered Entity’s practice management systems, electronic health records (“EHR”), hospital information systems, billing software, and related platforms.

Business Associate may access, receive, create, maintain, transmit, or process PHI solely for purposes authorized by Covered Entity and necessary to provide contracted services.

2. DEFINITIONS

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in HIPAA, including but not limited to:

- “Protected Health Information” (“PHI”)
- “Electronic Protected Health Information” (“ePHI”)
- “Breach”
- “Security Incident”
- “Unsecured PHI”
- “Subcontractor”

- “Use”
 - “Disclosure”
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3. PERMITTED USES AND DISCLOSURES

Business Associate may:

1. Use and disclose PHI solely to perform services for Covered Entity as permitted under this Agreement and applicable law.
2. Utilize artificial intelligence, machine learning systems, and automated technologies to assist in:
 - Preparing insurance appeals;
 - Drafting claim reconsideration letters;
 - Analyzing claim denials;
 - Supporting revenue cycle operations;
 - Generating administrative healthcare documentation.
3. Access Covered Entity systems through secure APIs, encrypted interfaces, secure file transfers, or authorized integrations for purposes of retrieving, processing, or transmitting PHI necessary to perform contracted services.
4. Use PHI for management and administration of Business Associate, provided disclosures are required by law or subject to reasonable confidentiality protections.
5. De-identify PHI in accordance with HIPAA standards. De-identified data shall not constitute PHI.
6. Use aggregated or de-identified information for analytics, quality improvement, software optimization, and product enhancement purposes.

Business Associate shall not:

- Sell PHI;
 - Use PHI for marketing purposes without authorization;
 - Disclose PHI except as permitted by this Agreement or required by law.
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4. AI SYSTEMS AND DATA PROCESSING

Business Associate represents that:

1. Any AI systems or automated technologies utilized in connection with Covered Entity data shall be operated in a manner reasonably designed to comply with HIPAA and applicable privacy laws.

2. PHI processed through AI-assisted workflows shall remain confidential and subject to all safeguards required under this Agreement.
3. Business Associate shall implement commercially reasonable safeguards to prevent unauthorized retention, disclosure, or access to PHI processed through APIs, integrations, or AI systems.
4. Business Associate shall not use Covered Entity PHI to train public or shared artificial intelligence models in a manner that would disclose identifiable patient information to unauthorized third parties.
5. Access to Covered Entity systems through APIs or software integrations shall be limited to authorized personnel, services, and workflows necessary to perform contracted services.

5. SAFEGUARDS

Business Associate agrees to implement and maintain appropriate administrative, technical, and physical safeguards designed to:

- Protect the confidentiality, integrity, and availability of PHI;
- Prevent unauthorized use or disclosure of PHI;
- Comply with the HIPAA Security Rule.

Safeguards shall include, where applicable:

- Encryption of ePHI in transit and at rest;
- Secure API authentication and access controls;
- Role-based permissions;
- Audit logging and monitoring;
- Workforce HIPAA training;
- Secure authentication measures;
- Incident response procedures;
- Vendor and subcontractor security oversight.

6. REPORTING OBLIGATIONS

Business Associate shall notify Covered Entity without unreasonable delay, and in no event later than thirty (30) days after discovery, of:

- Any Breach of Unsecured PHI;
- Any Security Incident materially affecting PHI;
- Any unauthorized use or disclosure of PHI.

Such notification shall include, to the extent known:

- Nature of the incident;
 - Types of PHI involved;
 - Individuals affected;
 - Corrective actions taken;
 - Mitigation efforts undertaken.
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7. SUBCONTRACTORS

Business Associate may engage subcontractors, cloud providers, AI service providers, hosting vendors, or integration partners to perform services involving PHI provided that:

1. Such subcontractors agree in writing to the same restrictions and conditions applicable to Business Associate under this Agreement; and
 2. Business Associate remains responsible for the acts and omissions of its subcontractors.
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8. ACCESS, AMENDMENT, AND ACCOUNTING

To the extent applicable, Business Associate shall:

- Provide access to PHI requested by Covered Entity;
 - Make amendments to PHI as directed by Covered Entity;
 - Provide information necessary for Covered Entity to comply with accounting of disclosures requirements under HIPAA.
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9. GOVERNMENT ACCESS

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services (“HHS”) for purposes of determining HIPAA compliance.

10. TERM AND TERMINATION

Term

This Agreement shall remain in effect for the duration of services provided by Business Associate to Covered Entity unless terminated earlier pursuant to this Section.

Termination for Cause

Covered Entity may terminate this Agreement if Business Associate materially breaches any provision and fails to cure such breach within thirty (30) days of written notice.

Effect of Termination

Upon termination, Business Associate shall:

- Return or destroy PHI received from Covered Entity where feasible; or
- Continue to protect such PHI if return or destruction is infeasible.

The obligations under this Section shall survive termination.

11. INDEMNIFICATION

Business Associate shall indemnify and hold harmless Covered Entity from damages, penalties, costs, and expenses arising directly from Business Associate's material breach of this Agreement, negligence, or willful misconduct.

Covered Entity shall indemnify and hold harmless Business Associate from damages arising from Covered Entity's own negligence, unlawful disclosures, or failure to comply with applicable laws.

12. LIMITATION OF LIABILITY

Except for breaches involving willful misconduct, fraud, or unlawful disclosure of PHI, neither party shall be liable for indirect, incidental, special, or consequential damages.

13. REGULATORY REFERENCES

Any reference in this Agreement to HIPAA provisions shall mean the provision as amended from time to time, including regulations issued under HITECH.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding PHI and supersedes prior discussions or agreements relating to HIPAA compliance.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Arizona and applicable federal law.

16. SIGNATURES

COVERED ENTITY

Hospital Name: _____

By: _____

Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

ClinicalScriptAI LLC
An Arizona Limited Liability Company

By: _____

Name: _____

Title: _____

Date: _____