



Business Associate Agreement (BAA)

Version October 2025



Version 10/2025

This Business Associate Agreement (“Agreement”) is entered into between **YourMedReview LLC** (“Business Associate,” “Company,” “we,” “us,” or “our”) and the **User** (“Covered Entity,” “you,” or “your”).

This Agreement is incorporated into and made part of the **Terms & Conditions** between the parties.

Together they ensure compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and all implementing regulations at 45 C.F.R. Parts 160 and 164.

This Agreement applies to all services provided by YourMedReview LLC, including both one-time summaries and Monthly Summary Service subscriptions.

1. Purpose

The purpose of this Agreement is to define the permitted and required uses and disclosures of Protected Health Information (“PHI”) by the Business Associate and to ensure that such information is handled in full compliance with HIPAA and HITECH. The Company provides **document organization and summarization services** for medical records that you lawfully provide, through a fully HIPAA-compliant workflow combining human review with secure AI tools.

2. Definitions

All capitalized terms not otherwise defined have the meanings set forth in 45 C.F.R. § 160.103.

“**PHI**” means Protected Health Information, including Electronic PHI (“ePHI”).

“**Unsecured PHI**” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary under 45 C.F.R. § 164.402.

“**Breach**” has the meaning given in 45 C.F.R. § 164.402 and includes any acquisition, access, use, or disclosure of Unsecured PHI in violation of the HIPAA Rules.

3. Permitted Uses and Disclosures

The Business Associate may use or disclose PHI only to perform the services described in the Terms & Conditions, to manage its internal operations, to meet legal obligations, or as otherwise required by law. All uses and disclosures shall comply with the “minimum necessary” standard of 45 C.F.R. § 164.502(b).

4. Safeguards and Security Obligations

The Business Associate shall:

- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI as required by 45 C.F.R. §§ 164.308–164.312;
 - Encrypt PHI in transit and at rest;
 - Maintain access controls, audit logs, and workforce training; and
 - Mitigate, to the extent practicable, any harmful effect of a known unauthorized use or disclosure.
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5. Subcontractors and Agents

Any subcontractor or agent that creates, receives, maintains, or transmits PHI on behalf of the Business Associate shall agree in writing to the same restrictions, conditions, and safeguards that apply to the Business Associate under this Agreement.

6. Reporting and Breach Notification

The Business Associate shall report to the User any use or disclosure of PHI not provided for by this Agreement, any Security Incident, and any Breach of Unsecured PHI as defined in 45 C.F.R. § 164.402, without unreasonable delay and no later than five (5) business days after discovery. The report shall include, to the extent known, the nature of the incident, the PHI involved, the number of individuals affected, mitigation steps taken, and corrective actions implemented.

7. Access, Amendment, and Accounting

Upon written request, the Business Associate shall make PHI available to the User as necessary to satisfy the User's obligations under 45 C.F.R. §§ 164.524 (access), 164.526 (amendment), and 164.528 (accounting of disclosures).

8. Retention, Return, and Destruction of PHI

The Business Associate retains PHI only as necessary to perform services or verify delivery. Source uploads are deleted immediately after delivery of the completed summary. A copy of each completed summary is retained for **thirty (30) days solely for delivery-verification purposes**, then permanently deleted unless retention is required by law.

Upon termination of this Agreement, the Business Associate shall return or destroy all PHI if feasible. If return or destruction is not feasible, it shall continue to protect such PHI under this Agreement for as long as it is maintained.

Destruction of PHI will be carried out using secure, industry-standard data-wiping or physical-shredding methods to ensure information is rendered permanently unreadable and irretrievable.

9. Obligations of the User

The User represents and warrants that it has obtained all necessary consents, authorizations, and notices required by law to disclose PHI to the Business Associate and shall not request or direct the Business Associate to use or disclose PHI in any manner that would violate HIPAA if done by the User.

10. Audit and Inspection

The Business Associate shall make its internal practices, books, and records relating to PHI available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining HIPAA compliance.

11. Indemnification and Liability

Each party shall be responsible for its own acts and omissions and shall indemnify, defend, and hold harmless the other party and its respective officers, employees, and agents from and against any losses, liabilities, damages, or expenses (including reasonable attorneys' fees) arising from its own breach of this Agreement or violation of HIPAA.

To the fullest extent permitted by law, the total liability of YourMedReview LLC under this Agreement shall not exceed the total amount paid by the **User** for the services giving rise to the claim, and neither party shall be liable for any indirect, consequential, special, or punitive damages.

Nothing in this Section shall expand either party's liability beyond the limits expressly set forth in the Terms & Conditions.

12. Automatic Amendment

This Agreement automatically amends to incorporate any future regulatory changes required by HIPAA or HITECH to ensure continued compliance without further action by either party.

13. Term and Termination

This Agreement takes effect upon execution and remains in force for the duration of the business relationship between the parties. Either party may terminate this Agreement for material breach after reasonable notice and opportunity to cure. **Termination of this Agreement automatically terminates the User's right to submit additional records until a new Agreement is executed.** Sections 4 through 13 shall survive termination as necessary to fulfill continuing obligations under HIPAA.

14. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Michigan, without regard to conflicts-of-law principles. Any dispute arising hereunder shall be resolved exclusively through binding arbitration as provided in the YourMedReview LLC Terms & Conditions, before a single neutral arbitrator seated in Michigan.

15. Notices

General legal notices under this Agreement shall be delivered as provided in the Notices section of the Terms & Conditions. Breach and security-incident notices are governed by Section 6 of this Agreement.

16. Order of Precedence

If there is a conflict between this Agreement and the Terms & Conditions, this Agreement controls with respect to PHI; otherwise, the Terms & Conditions control.

17. Entire Agreement and Construction

This Agreement, together with the Terms & Conditions, constitutes the entire understanding between the parties regarding the handling of PHI. No third party is intended to benefit from this Agreement. Any ambiguity shall be interpreted to permit compliance with HIPAA and HITECH. Electronic signatures and counterparts are binding and deemed originals.

Notice of Delivery

A secure, signed copy of this Business Associate Agreement will be provided with your completed medical summary through YourMedReview LLC's encrypted delivery system.

Regulatory References

This Business Associate Agreement is designed to comply fully with:

- The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. 104-191
- The Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), Pub. L. 111-5, Div. A Title XIII and Div. B Title IV
- 45 C.F.R. Part 160 — General Administrative Requirements
- 45 C.F.R. Part 164 — Security and Privacy

- – Subpart C — Security Standards for the Protection of Electronic Protected Health Information
- Subpart D — Notification in the Case of Breach of Unsecured Protected Health Information
- Subpart E — Privacy of Individually Identifiable Health Information
- 45 C.F.R. § 160.103 — Definitions
- 45 C.F.R. § 164.502(b) — Minimum Necessary Standard