



Precision Value Based Management

REQUEST FOR COMPLIMENTARY PRACTICE ANALYSIS

A Little About Our Value Based & Population Health Programs

Physicians are losing out on hundreds of thousands of dollars annually in missed mandated value-based metrics and population health assessments not supported by their EMRs.

Precision Value Based Management owns the very technology that grades and ranks physicians for payers, hospital systems and ACOs, with over 21 million patients currently being tracked. We know exactly what is expected of each physician practice. For example, even if you did Annual Wellness Visits/AWV and Health Risk Assessments/HRA for every patient, you will still be penalized for failing to act on medical necessities found within those results. In fact, following each encounter a new set of medical necessities appear that must also be acted upon. Physicians are completely unaware this is even happening. Only our platform can identify these deficiencies, engage your patients, and drive this missed revenue for you!

Do you have ancillary services you are trying to grow? How about CCM or RPM? We own our own CCM and RPM tracking app but we're happy to help you grow all of your programs by finding who has medical necessity and then engaging them.

YES, I would like for Precision VBM to review my practice EHR (or reports you send us) to determine exactly what I'm currently missing in the way of value-based compliance and revenue! I will send you a link to my EMR (or requested reports) under a different cover to doug@precisionvbm.com.

Date - _____ Account Representative - _____

Practice Name - _____

Physician's Name - _____

EMR Login URL - _____

Login - _____ Password - _____

Contact info – name, email and cell for; PLEASE COMPLETE NEXT PAGE FOR CONTACT INFO

Tech person who pulls EHR reports Person who sends group emails/texts to patients.

I have visited the website and have reviewed the attached Term Sheet and "Program Choices". I understand those terms and options and have signed the Term Sheet to serve as a soft Letter of Intent, pending receipt of my EMR report. At that time, I will review my options with PVBM to begin this engagement. Thank you!

Physician's Signature - _____





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URGENT – Onboarding Procedures

As much as PVBM provides fully turnkey models on behalf of the providers, there are certain permissions and access that we need to avoid bottlenecks and delays in the process. The reward is enhanced patient services, fewer compliance penalties and the very significant revenue that comes with it. It is absolutely necessary that we get the contact information from those in the practice in our areas of need, AND that the provider tells that person to respond to us promptly. The great majority of delays happen in the beginning from the provider's staff being nonresponsive. We're happy to do the work but we need your help.

Here's what we need to expedite this process. Please check the box when complete. Details to these requirements follow this summary.

Data Request file – Need name, position and contact information for the best EHR tech person in the practice or organization. Who pulls data for the practice and/or records request? ONLY this person should attempt to retrieve this data and we need to be in communication with he or she. Once underway this person will also show us how to drag and drop or upload patient reports and results into your EHR to keep anyone in the practice from having to learn or login to our system.

Please Type - Name/Position/Email/Cell or Direct Extension

Email/Text Communications – Need name, position and contact information for the person who regularly communicates with your patients via email and/or text. ONLY this person should attempt to communicate our three editable messages to your patients.

Please Type - Name/Position/Email/Cell or Direct Extension

Billing person or company – Need name, position and contact information for the billing coordinator or person in the practice or organization. Value based billing is complicated, thus we submit and manage claims on your behalf daily for JUST the work we do on your behalf. We do not interfere with any of your current billing relationships or processes that you presently use. Again, the provider needs to tell this person to work with us so we can promptly begin collecting revenue for you.

Please Type - Name/Position/Email/Cell or Direct Extension

We need our contract signed with your choice of programs – The [Signup](#) sheet you signed to get your Initial Practice Value (IPV) was a soft letter on intent, and contains the terms of the contract, but is not the contract. Without the contract we cannot begin our work within the 72 hour time frame that we promised. [Click here](#) for your contract.





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Term Sheet – Overview of the Agreement

Contracts look long and confusing. Ours is pretty short but it also includes a BAA, physician provider information, banking information, etc. Therefore, I have provided this [Term Sheet](#) or summary of what is in the contract for you to review in advance. We will need a signature on page two of this Term Sheet as well as on the contract. Please remember that these are mandated services that you are required to perform or face financial penalties so patient engagement is a must. [Click here for your contract.](#)

■ Medicare does not allow revenue shares based on a percentage of collections. We use a flat rate that approximates our target rates. Please see [Program Options tab](#) for program choice information.

■ The term of our agreement is one year and may be cancelled with a 30-day notice. All earned revenue for both sides is still payable through the cancellation date's period.

■ Zero Workflow – your patients will be sent a link for specific assessments based on their personal medical necessity. When complete, we share these simple color-coded results and health score with your patient. Assessments take the patient 6-10 minutes.

■ Our charges per task are a flat \$10 with a maximum possible task list of four, or \$40 per Assessment. We allow you to pay this off based on your program option.

These individual tasks are:

1-Our technology platform will identify candidates and establish objective medical necessity where appropriate.

2-We then engage the entire patient population remotely via active hyperlink to each individual's qualified Assessment, or in your office via paper form or a tablet. This task can be completed outside of the office workflow in the comfort of their own home.

3-Post results and associated notes for you to share with the patient. All patients are required to have "Assessment Report & Score" on file. Our technology does this for every Population Health Assessment.

4-We create a "Billing Bundle" or "Batch File" for billing company to get you paid promptly.

■ Billing – Via our technology platform, we are your "Navigator and Support" and will bill on your behalf (7%) for the services that we deliver. Value based billing is complicated with many rules that we have baked into our system. Our billing management partner has extensive experience in navigating these sometime sometimes confusing waters. We bill on your behalf daily and utilize live claims management for maximum return.

■ Cap – Though we bill at a flat rate specific to services provided, we will cap our monthly invoice to the percentage of collections based on your program choice.





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- We will contact your patients three times; 1) to send them a link to specific assessments based on their own personal medical necessity, 2) a follow up to remind them to respond, 3) a prompt for an office or virtual visit if they have still not responded. Please see [Patients Assessments](#) for that message.
- Once engaged your patients will be directed to a [landing page](#) specific to your practice.
- Patients may complete our assessments in the comfort of their own home on their own devices, via downloadable paper copy, or they may schedule for us to do this over the phone or via our telemedicine platform. There is no charge for our telemedicine app.
- Our charges are compiled cumulatively as we go. EXAMPLE - if after three attempts and a request for the patient to come to the office, and you still don't get a response from a patient, there is no "Results" or "Billing" charge. We have these individual task levels so you never get charged for service that wasn't or couldn't be performed. This said, please remember these tasks are mandated which means we must get a patient response. Together we will make this happen.
- There is a \$5 charge for transcription of paper assessments. There is no charge for electronic assessments. Some people prefer the paper version and sometimes that can be the best option in your waiting room.
- When we share the results of the first assessment bundle with the patients, we can enroll CCM/RPM or any other programs you may have or want to grow or develop.
- After you have received your Initial Practice Value (IPV) Report, and execute our contract, we will need access to you EHR in order to facilitate all of these services away from the workflow of the physician and staff.

Please sign and then review and execute the full contract that follows. Thanks so much and we sincerely look forward to working with you!

Practice Name

Physician's Name

Date _____





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Before We Start - Understanding Patient Engagement

In the value-based world, results are driven by medical necessity and patient engagement. Our platform covers both with no disruption of the practice or its workflow. The landscape is littered with programs from AWWs, to CCM/RPM to ancillary services that fail because the lack of, or breakdown of these two crucial components.

As great as our program is at identifying medical necessity and engaging the patients to make these tasks billable, it requires a professional staff engage and then to share the results with the patients. Even though this is expensive, it must be done. We front those costs until collections are received.

Most provider practices don't do well on their own unless they are willing to hire professional staff who does nothing but our patient engagement and follow up. Why? Providers typically have little or no experience in navigating these mandated waters and they get way behind. Our patient engagement team typically does more in one day (or less) than a provider's staff completes in a month. For example, our team recently completed 148 CCM visits and 72 AWW visits in the last three days of the month for a new account where their previous company had failed. Another practice doing their own patient engagement had 78 patients complete their assessments from the comfort of their own home, only to have the provider's staff complete only THREE patient assessment shares needed to make billable. How is this possible?

Depending on the size of the practice we will assign 2-4 PAs/NPs who only work with those patients. Our system allows the patients to complete only the tasks required at that time, and to then provide immediate results to the patient. Patients complete these mandated tasks in the comfort of their own homes online, can complete a written version at home or in your office, or can simply call a toll-free number. We also allow the patients to schedule their own appointment times for telemedicine follow up. This greatly shortens that part of that encounter and allows us to focus on next step care plans.

When our patient engagement team handles these tasks, we don't get paid unless we complete the tasks, and then, only after the provider is paid. Obviously a much greater incentive to be thorough. If the provider is ready to do it right and hire dedicated professional staff, then we have a model for that too, but why would you want to be out of pocket for this expense?

It's matter of choice, but providers need to be honest with themselves as to their committed level of participation. We don't want to seem to fail because the practice doesn't commit to the staffing requirements and focus on only our work. We would rather do it for you in that case.

Our hard cost for patient engagement is a flat fee approximate of 30% of collections, or an average of \$60.66 per patient encounter bundle (1-4 required assessments) for an average reimbursement of \$202.21. This comes off the top so that we are sharing equally in this expense. Please continue to the next page to review our three models. We can be underway with you in 72 hours after receiving the request data from your EMR. Thank you in advance.





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Our Three Main “Menu” Choices – Please Pick One

1. [Our Provider Model](#) – [*50/50 net of fixed costs](#) – Fully turnkey service where PVBM’s platform and professional staff of PAs, NPs and MAs act as contracted extenders for the practice. Operating as a “Shadow Clinic”, we perform all mandated and incentivized assessments and required follow up actions for medical necessities, in the background, away from the practice workflow. Results and notes are simply dragged and dropped into the practice EHR for immediate access by the provider. Expensive to operate, so we share a flat rate approximating a [*50/50 share after fixed expenses](#). [By far the best approach as we have seen too many failures when depending on the practice staff to navigate these largely unknown waters](#). We also provide billing directly into your system for all services that we perform on your behalf. All actions are dependent on medical necessity as determined by our platform that grades and ranks providers for payers, hospital systems and ACOs.
2. [The License, Navigate & Support Model](#) - [*70/30 net of fixed costs plus \\$1,000 per provider per month plus](#) - Perfect for medical groups, organizations and associations - We run the show behind the scenes as we do for all providers so that you can focus on what’s important in your office. There’s an annual \$100 per provider license fee, and a startup fee of \$1,000 per provider to assemble the platform to your specific needs, populate the platform with your patient data, and to setup the patient engagement website. Then our platform usage fee is \$1,000 per provider per month plus we share in [*30%](#) of the net revenue. Remember that our Sample Initial Practice Value (IPV) showed \$554,559.26 in missed mandated services. The only thing worse than losing that much money is being penalized for not taking it. It is well worth \$1,100 per provider to start and \$1,000 per month plus 30% to have superior value-based metrics and revenue that goes with it? Yes, an individual provider can do this.
3. [Our Per Click Model](#) – [\\$1,000 per provider per month plus \\$1 Per Assessment](#) - Great for large organizations like ACOs and self-insured companies. These entities would love to be armed with our system as it would put their value-based compliance and metrics through the roof, but they can’t afford the charges. With some offsetting conditions, we allow these groups to pay only \$1,000 per provider per month and \$1 per assessment with a \$1,000 minimum. For example, an ACO with an \$800 per year per patient allowance can’t afford the \$679.02 charge against that allowance for the three required “Bundles” totaling nine assessments. Instead, their cost with us would only be \$9. In addition, we have an arsenal of over 650 invaluable medical assessments that instantly give the patient their results and alert our platform and their physician or family member if urgent result attention is required.

Thank you in advance for your time and interest. Let’s get together for a Zoom presentation to help you to decide which program is the best fit for you. [One thing is clear, you must act now or face penalties](#). [If you’re not compliant by the end of 2022, you may no longer be a Medicare provider](#). Only our platform has these capabilities. Let’s make your future a giant success for you, your staff, your patients and your families! Please see the spreadsheet for program comparisons.

[*Medicare does not allow percentage revenue shares. We utilize flat rates approximating these percentages.](#)





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Schedule C

Clients, Patients and or Individuals for which services will be provided

Please deliver this to your best tech person most familiar with your EMR and we can usually get what we need in 10 minutes. Thank you!

Please list any in-house ancillary services you have or had in progress. We will see which patients are eligible, who is participating and enroll those who are not.

1. The reports that fill the following fields needed are found in, Patient Demographic with Contact Information which includes Email, Cell and Insurance, the Medications list, and the Problem/Diagnosis list. Typically, each of these reports share the same patient identifier number.
2. To gain access to this information, you can provide us login credentials to your EMR, you can provide these reports to us, or we can get on a videoconference call while you're logged in.

Total number of patients/clients:

The format of the spreadsheet must be as follows. If needed, we can help to generate this output.

- Item 1: Your current Client or Patient ID is known
- Item 2: First Name *
- Item 3: Middle Initial if known
- Item 4: Last Name *
- Item 5: Street Address 1
- Item 6: Address 2 (If there is a unit or suite number)
- Item 7: Email Address of the client or patient
- Item 8: City
- Item 9: State
- Item 10: Zip Code
- Item 11: Date of Birth *
- Item 12: Gender *
- Item 13: Contact Number
- Item 14: Mobile Number
- Item 15: Last 4 Digits of SSN (If available)
- Item 16: Patient Medication
- Item 17: Patient Problem
- Item 18: Patient Diagnosis

*Designates a mandatory field

Mobile Number and Email address is required for notification and patient portal set up





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HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, dated as of the date listed above in this agreement (“BA Agreement”), supplements and is made a part of the Services Agreement (as defined below) by and between [REDACTED] (“Covered Entity”) and **Precision VBM** (“Business Associate”). Covered Entity and Business Associate may be referred to herein collectively as the “Parties” or individually as Party.

WHEREAS, Covered Entity and Business Associate are parties to the Services Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate’s services, Business Associate creates, receives, maintains or transmits Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), and related regulations promulgated by the Secretary (“HIPAA Regulations”).

WHEREAS, in light of the foregoing and the requirements of HIPAA, the HITECH Act, and HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Definitions.

General. Terms used, but not otherwise defined, in this BA Agreement shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations as in effect or as amended from time to time.

Specific.

Breach. “Breach” shall have the same meaning as the term “breach” in 45 CFR § 164.402.

Electronic Health Record. “Electronic Health Record” shall have the same meaning as the term “electronic health record” in the HITECH Act, Section 13400(5).

Electronic Protected Health Information. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 CFR § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.

Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164.

Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Required By Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.





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Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

Security Rule. “Security Rule” shall mean the Security Standards at 45 CFR Part 160 and Part 164.

Services Agreement. “Services Agreement” shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information. The Services Agreement is amended by and incorporates the terms of this BA Agreement.

Subcontractor. “Subcontractor” shall have the same meaning as the term “subcontractor” in 45 CFR § 160.103.

Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 CFR § 164.402.

Obligations and Activities of Business Associate.

Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Services Agreement, this BA Agreement or as Required By Law. Business Associate shall comply with the provisions of this BA Agreement relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate.

Appropriate Safeguards. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule (with respect to Electronic Protected Health Information) to prevent the use or disclosure of the Protected Health Information other than as provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:

Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information as required by the Security Rule;

Ensure that any Subcontractor to whom Business Associate provides Electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards and comply, where applicable, with the Security Rule to protect Electronic Protected Health Information and comply with the other requirements of Section 2(a) above; and

Reporting. Business Associate agrees to promptly, and at most within three (3) business days, report to Covered Entity any of the following:

Any use or disclosure of Protected Health Information not permitted by this BA Agreement of which Business Associate becomes aware.

Any Security Incident of which Business Associate becomes aware.

The discovery of a Breach of Unsecured Protected Health Information. A Breach is considered “discovered” as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any





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notice of a Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach. Any such notice shall be directed to Covered Entity as set forth in the Services Agreement

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 Protected Health Information by Business Associate or its employees, officers, Subcontractors or agents in violation of the requirements of this BA Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information). Business Associate shall keep Covered Entity fully apprised of all mitigation efforts of the Business Associate required under this Section 2(d).

Investigation. Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BA Agreement and/or any Security Incident or Breach.

Reports and Notices. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA, HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.

Subcontractors. Business Associate shall ensure that any Subcontractor to whom Business Associate provides Protected Health Information received from, or created, maintained, received or transmitted by, Business Associate on behalf of Covered Entity agrees in writing to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.

Access to Designated Record Sets . To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, within three business (3) days of such request, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under HIPAA Regulations. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Regulations at the request of Covered Entity or an Individual, within three business (3) days of any such request. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

Access to Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of





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Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, within three business (3) days of such request or in the time and manner otherwise designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

Accountings. Business Associate agrees to document such disclosures of Protected Health Information 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 of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act.

Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, within twenty (20) days of a request by Covered Entity, information collected in accordance with Section 2(i) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

Permitted Uses and Disclosures by Business Associate.

Services Agreement. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate HIPAA, HIPAA Regulations or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that (i) disclosures are Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Permissible Requests by Covered Entity. Except as set forth in Section 3 of this BA Agreement, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination.

Term. This BA Agreement shall be effective as of the date of this BA Agreement and shall terminate when all of the Protected Health Information 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, or, if it is infeasible





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to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of the terms of this BA Agreement, Covered Entity shall either:

Provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate: (A) this BA Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion; or

Notwithstanding anything contained in the Services Agreement to the contrary, if Business Associate has breached a material term of this BA Agreement and cure is not possible, immediately terminate: (A) this BA Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion.

Effect of Termination.

Except as provided in Section 5(c)(ii), upon termination of this BA Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous.

No HIPAA Agency Relationship. It is not intended that an agency relationship (as defined under the Federal common law of agency) be established hereby expressly or by implication between Covered Entity and Business Associate for purposes of liability under HIPAA, HIPAA Regulations, or the HITECH Act. No terms or conditions contained in this BA Agreement shall be construed to make or render Business Associate an agent of Covered Entity.

Regulatory References. A reference in this BA Agreement to a section in HIPAA, HIPAA Regulations, or the HITECH Act means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.





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Amendment. The Parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations and the HITECH Act.

Survival. The respective rights and obligations of Business Associate under Sections 5(c), 6 and 8 of this BA Agreement shall survive the termination of the Services Agreement or this BA Agreement.

Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HIPAA Regulations and the HITECH Act.

Miscellaneous. The terms of this BA Agreement are hereby incorporated into the Services Agreement. Except as otherwise set forth in Section 8(e) of this BA Agreement, in the event of a conflict between the terms of this BA Agreement and the terms of the Services Agreement, the terms of this BA Agreement shall prevail. The terms of the Services Agreement which are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. This BA Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, exclusive of conflict of law rules. Each Party hereby agrees and consents that any legal action or proceeding with respect to this BA Agreement shall only be brought in the courts of the state where the Covered Entity is located in the county where the Covered Entity is located. The Services Agreement together with this BA Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this BA Agreement supersedes and replaces any former business associate agreement or addendum entered into by the parties. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BA Agreement shall be deemed original signatures to this BA Agreement. No amendments or modifications to the BA Agreement shall be effective unless executed by both parties in writing.

Practice Name

Physician's Name

Date _____

PVBM _____/Date _____

Physician Practice _____/Date _____

Printed Name _____

Address _____

City, State, Zip _____

Email _____ Cell _____

