

MEDICAL DIRECTOR SERVICES AGREEMENT

MEDICAL DIRECTOR SERVICES AGREEMENT ("Agreement") is made and effective *

05 - 08 - 2015 at 6 : 10 PM
Month Day Year Hour Minutes

by and between ITHRIVE Health, LLC ("ITHRIVE") and *

Muralidhar Amin MD
First Name Last Name Suffix

("Physician"). ITHRIVE and Physician shall be collectively known as "the Parties".

WHEREAS, ITHRIVE operates in Houston, Texas, and requires the services of a physician to serve in the capacity of Medical Director; and Reading Physician.

NOW THEREFORE, the parties agree as follows:

ARTICLE I

RESPONSIBILITIES OF PHYSICIAN

- A. Physician shall meet all applicable state and federal licensing requirements for practice in the State of Texas.
- B. Physician shall serve as Medical Director of ITHRIVE, and the duties and responsibilities of this agreement will be performed in the State of Texas.
- C. As Medical Director, Physician shall be responsible for:
 - 1. Approving or signing protocols
 - 2. Available" by phone from 8AM-5PM Monday -Friday
 - 3. Respond to Officers, Managers within 24hr
 - 4. Monitor quality of reports.

5. Create Standing Orders for Bio Scan.

D. Medical Director shall maintain a log of time spent with a description of the activities for each time period.

E. Medical Director shall sign all reports necessary including Medicare documents deemed appropriate within scope of Medical Director.

F. Physician represents and warrants that he/she is not listed by a federal or state agency as debarred, excluded or otherwise ineligible for participation in federally funded programs, and will notify ITHRIVE immediately of any change in this status.

ARTICLE II

RESPONSIBILITIES OF ITHRIVE

A. ITHRIVE will provide and maintain appropriate and necessary supplies and equipment which meets the current standard of care, and support staff that hold current licenses or certification and have professional liability insurance coverage, evidence of which shall be provided upon request.

B. Physician shall have access to the complete medical reports of all patients to whom health care is, or has been provided in whole or in part, by any ITHRIVE physician or other ITHRIVE health care provider. Access to or copies of such records shall be made available to ITHRIVE upon request within a reasonable period of time, not to exceed 72 hours from the time of the request. This obligation shall survive the termination of this agreement.

C. ITHRIVE acknowledges that each party is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other party to facilitate its compliance, except for records that are confidential and privileged by law.

D. As consideration for ITHRIVE Physicians to bill for services performed by ITHRIVE, Physician is not held liable for any suits, actions, losses, damages, claims or liability of any character relating to such billing activity assumed by ITHRIVE including all expenses of litigation, court costs and attorney's fees incurred as a result of submitting an erroneous or incomplete bill or having a claim denied by a third-party payor resulting from ITHRIVE's Physician billing activities on behalf of ITHRIVE.

E. ITHRIVE acknowledges that all Physician's information including: NPI, Medicare, Medicaid, Social Security number, Tax ID, and Date of Birth shall be used solely for billing and collection for studies rendered and signed by the physician.

ARTICLE III

COMPENSATION

ITHRIVE under this agreement shall bill insurance carriers globally and Physician shall retain a \$25 (Twenty-Five Dollar) read fee per interpretation for each scan performed that has been paid by the insurance carrier. Physician will be provided an itemized spreadsheet on a monthly basis.

ARTICLE IV

TERM AND TERMINATION

Either party may terminate this contract at any time with or without cause by giving the other party 30 days written notice of termination. This agreement shall terminate immediately upon nonpayment as agreed.

Upon the expiration of the original term of this agreement, this agreement may continue automatically on a year to year basis without the necessity of executing a separate document, unless terminated as stated above.

ARTICLE V

INDEPENDENT CONTRACTOR STATUS

Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship between the contracting parties. The sole interest and responsibility of the parties is to ensure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

ARTICLE VI

SEVERABILITY

If any term or provision of this agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement provided that any invalid provisions are not material to the overall purpose and operation of this agreement. The remaining provisions of this agreement shall remain in full force and shall in no way be effected, impaired, or invalidated.

ARTICLE VII

ASSIGNMENT

Neither party shall have the right to assign or transfer their rights to any third parties under this agreement.

ARTICLE VIII

VENUE

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practices and Remedies Code and any amendments thereto.

ARTICLE IX

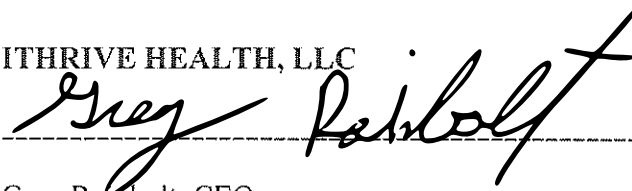
AMENDMENT

This agreement may be amended in writing to include any provisions that are agreed to by the contracting parties.

IN WITNESS WHEREOF, the undersigned parties bind themselves to the faithful performance of this agreement.


ITHRIVE Health LLC
c/o Greg Rainbolt
2951 Marina Bay Dr. #130-542 League City, Texas 77573

ITHRIVE HEALTH, LLC

A handwritten signature in black ink, appearing to read "Greg Rainbolt", is written over a horizontal dashed line.

Greg Rainbolt, CEO

Physician's Signature *



[Clear](#)

Full Name *

First Name

Last Name

Suffix

E-mail *

Exhibit A-

(Office Use Only)

Bio Scan # / Serial #

Bio Scan # / Serial #

Bio Scan # / Serial #

Bio Scan # / Serial #

MEDICAL DIRECTOR'S INFORMATION

Muelichseer Amini MOPA

Name of Practice *

Practice Address: *

Suite 150

Street Address

2300, Highway 365

Street Address Line 2

Nederland

City

TX

State / Province

77627

Postal / Zip Code

United States ▼

Country

Start Date *

May ▼

Month

10 ▼

Day

2015 ▼

Year

Mailing address if different from above

my home address is for all
correspondence Thanks

502, Lexington Drive

Street Address

Street Address Line 2

Port Neches

City

TX

State / Province

77651

Postal / Zip Code

Please Select ▼

Country

Contact Name *

Julie

First Name

Teahan

Last Name

Contact Phone Number *

409

Area Code

- 29 0885

Phone Number

Contact email *

julie@drmanis.com

ex: myname@example.com

Provider date of birth *

August ▼

Month

12 ▼

Day

1961 ▼

Year

Provider city, state, and country of birth *

Zanzibar

Street Address

Street Address Line 2

Zanzibar

City

TAN

State / Province

Postal / Zip Code

Please Select TANZANIA

Country

Social security number *

Provider license number *

Board name that issued license *

Effective date of license *

Month Day Year

Expiration date of license *

Month Day Year

Facility license *

Medicaid number *

Medicare number *

NPI *

Tax ID *

CAQH Provider ID #

CAQH Provider USERNAME

CAQH Provider PASSWORD

Professional Liability Declarations or Certificate of Insurance

Copy of drivers license *

11394372

Browse...

exp 8/12/15

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement"), dated *

05	-	08	-	2015	at	6	:	10	PM	
Month		Day		Year		Hour		Minutes		

is entered into by and between *

Mushidhar

First Name

Arum

Last Name

MD

Suffix

(hereinafter "Client" or "Covered Entity") and ITHRIVE Health L.L.C.. (hereinafter "Business Associate" or "ITHRIVE Health") (each a "Party" and collectively the "Parties").

Recitals

WHEREAS, ITHRIVE Health and Client have entered into a License Agreement;

WHEREAS, ITHRIVE Health and Client acknowledge that by virtue of the services ITHRIVE Health shall be providing and Client shall be receiving, ITHRIVE Health is a Business Associate of Client and Client is a Covered Entity as such terms are defined under HIPAA;

WHEREAS, Covered Entity possesses Individually Identifiable Health Information that is protected under HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations and the HITECH Standards and is permitted to use or disclose such information only in accordance with such laws and regulations;

WHEREAS, Business Associate may receive such information from Covered Entity or create and receive such information on behalf of Covered Entity;

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Individually Identifiable Health Information;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which we hereby acknowledge, the Parties agree as follows:

Article I Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Information Portability and Accountability Act of 1996, codified as 42 U.S.C. § 1320d ("HIPAA"), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. pre. § 17901 (the "HITECH" Act), and any current and future regulations promulgated under HIPAA or HITECH.

1. "Breach" shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Part 164, Subpart E (the "HIPAA Privacy Regulations") which compromises the security or privacy of the Protected Health Information. "Breach" shall not include:

HIPAA Privacy Regulations; or

(b) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Regulations; or

(a) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the would not reasonably have been able to retain such information.

(c) A disclosure of Protected Health Information where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made

2. “Designated Record Set” means a group of records maintained by or for a Covered Entity that is (a) the medical and billing records about Individuals maintained by or for a covered healthcare provider; (b) the enrollment payment, claims adjudication, and case or medical management records systems maintained by or for a health plan, or (c) information used in whole or in part by or for the Covered Entity to make decisions about Individuals.

1.3 “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is transmitted by or maintained in electronic media as defined by the HIPAA Security Regulations.

1.4 “Individual” shall have the same meaning as the term “individual” in 45 C.F.R.

§164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502 (g).

5. “HIPAA Privacy Regulations” shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

1.6 “HIPAA Security Regulations” shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and subparts A and C of part 164.

1.7 “HITECH Standards” means the privacy, security and security Breach notification

provisions applicable to a Business Associate under Subtitle D of the HITECH Act and any regulations promulgated thereafter.

(a) is created or received by a health care provider, health plan, employer or health care clearing house; and

(b) relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and:

1.9 term “protected health information” in 45 C.F.R. §160.103 (as amended by the HITECH Act), limited to the information created or received by Business Associate from or on behalf of Covered Entity including, but not limited to Electronic PHI.

1.8. “Individually Identifiable Information” means information that is a subset of health information, including demographic information collected from an individual, and:

(i) that identifies the individual; or

(ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

“Protected Health Information” or “PHI” shall have the same meaning as the

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

1.11 “Unsecured Protected Health Information” shall mean Electronic PHI that is not secured through the use of technology or methodology specified by the Secretary in regulations or as otherwise defined in section 13402(h) of the HITECH Act.

Article 2

Obligations of Business Associate

2.1 Limited Use or Disclosure of PHI. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. Business Associate may (1) use and disclose PHI to perform the services agreed to by the Parties under a License Agreement or Master Services Agreement, or relevant Statement of Work, as applicable (the “Services”); (2) use or disclose PHI for the proper management and administration of Business Associate or in accordance with its legal responsibilities; (3) use PHI to provide data aggregation services relating to health care operations of Covered Entity; (4) use or disclose PHI to report violations of the law to law enforcement; or (5) use PHI to create de-identified information consistent with the standards set forth at 45 C.F.R. §164.514. Business Associate will not sell PHI or use or disclose PHI for marketing or fund raising purposes as set forth in the HITECH Act.

2.2 Subcontractors. Business Associate agrees to require any subcontractor to whom it provides Protected Health Information received from or created or received by Business Associate on Behalf of Covered Entity, to agree to the same restrictions and conditions that apply throughout this Agreement to Business Associate with respect to such information.

2.3 Safeguards. Business Associate agrees to use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Mitigation. Client agrees to mitigate, to the extent practicable, any harmful effect that is known to Client of a use or disclosure of Protected Health Information by Business Association in violation of the Agreement.

2.5 Notice of use or Disclosure, Security Incident or Breach

(a) Business Associate agrees to notify the designed Privacy Officer of the Covered Entity of any use or disclosure of PHI by Business Associate not permitted by this Agreement, any Security Incident (as defined in 45 C.F.R. §164.304) involving Electronic PHI, and any Breach of Unsecured Protected Health Information without unreasonable delay, but in no case more than thirty (30) days following discovery of breach. Business Associate shall provide the following information in such notice to Covered Entity:

(i) the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;

(ii) a description of the nature of the Breach including the types of unsecured PHI that were involved, the date of the Breach and the date of discovery;

(iii) a description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, social security number, date of birth, etc.);

(iv) the identity of the person who made and who received (if known) the unauthorized acquisition, access, use or disclosure;

(v) a description of what the Business Associate is doing to mitigate the damages and protect against future breaches; and

(vi) any other details necessary for Covered Entity to assess risk of harm to Individual(s), including identification of each Individual whose unsecured PHI has been Breached and steps such Individuals should take to protect themselves.

(b) Covered Entity will be responsible for providing notification to Individuals whose unsecured PHI has been disclosed, as well as the Secretary and the media, as required by the HITECH Act.

(c) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.

(d) The Parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Electronic PHI.

2.6 Access. Business Associate agrees to provide access, at the request of Covered Entity, and in time and manner reasonably requested by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual. Business Associate may charge Covered Entity or Individual for the actual labor cost involved in providing such access.

2.7 Amendments. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees, upon request of Covered Entity or an Individual.

2.8 Disclosure of Practices, Books and Records. Business Associate agrees to make internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary in a time and manner designated by the Covered Entity or Secretary, for the purposes of the Secretary in determining the Parties compliance with HIPAA, the HITECH Act and corresponding regulations.

2.9 Accounting. Business Associate agrees to provide to Covered Entity an accounting of PHI disclosures made by Business Associate, including disclosures made for treatment, payment and health care operations. The accounting shall be made within a reasonable amount of time upon receipt of a request from Covered Entity.

2.10 Security of Electronic Protected Health Information. Business Associate agrees to (1) implement administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (3) report to the Covered Entity any security incidents of which it becomes aware with respect to PHI.

2.11 Minimum Necessary. To limit its uses and disclosures of, and requests for, PHI (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 C.F.R. §164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

2.12 Indemnification. Each Party shall indemnify and hold harmless the other Party and its affiliates, directors, officers, employees, partners, contractors or agents, from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges (collectively, "Claims") to the extent that such Claims arise out of or were caused by the negligence, gross negligence, or willful misconduct of the indemnifying Party or from any material breach of the Agreement by the indemnifying Party.

2.13 Permitted Uses and Disclosures. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate HIPAA or the HITECH Act if done by the Covered Entity.

Article 3

Obligations of Covered Entity

3.1 Notice of Privacy Practices of Covered Entity. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice.

3.2 Restrictions in Use of PHI. Covered Entity shall notify Business Associate of any changes restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed, to the extent that such restriction may affect Client's use of disclosure of PHI.

3.3. Changes in the Use of PHI. Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent such changes or revocation affects Business Associate's use or disclosure of PHI.

3.4 Appropriate Requests. Except as otherwise provided in this Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would violate the HIPAA Privacy Regulations or the HITECH Act if done by Covered entity.

Article 4

Terms and Termination

4.1 Term. The Term of this Agreement shall be effective as of the date listed above and shall remain in full force and effect until such time as the Services have been performed by Business Associate or all related License Agreement or Master Services Agreement with respect to the Parties are terminated or expired.

4.2 Termination for Cause. Upon either Party's determination that the other Party has committed a violation or material breach of this Agreement, the non-breaching Party may take one of the following steps:

- (a) Provide an opportunity for the breaching Party to cure the breach or end the violation, and if the breaching Party does not cure the breach or end the violation within a reasonable time, terminate this Agreement;
- (b) Immediately terminate this Agreement if the other Party has committed a material breach of this Agreement and cure of the material breach is not possible; or
- (c) If neither cure nor termination is feasible, elect to continue this Agreement and report the violation or material breach to the Secretary in accordance with the requirements set forth in the HITECH Act.

4.3 Effect of Termination.

- (a) Upon termination or other conclusion of Agreement, Business Associate will, if feasible, return to Covered Entity or destroy all of Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived there from that allow identification of any individual who is a subject of Covered Entity's Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. Further, Business Associate shall require any such subcontractor or agent to certify to Business Associate that it returned to Business Associate (so that Business Associate may return it to the Covered Entity) or destroyed all such information which could be returned or destroyed.
- (b) Where return or destruction of the Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered entity and limit further uses and disclosures of such protected health Information to those purposes that make the return or destruction of such Protected Health Information infeasible, for so long as Business Associate maintains such Protected Health Information.

Article 5 Miscellaneous

5.1 Amendment. The Parties agree to take such actions as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA or the HITECH Act and any applicable regulations in regard to such laws.

5.2 Survival. The respective rights and obligations of Business Associate shall survive the termination of this Agreement.

5.3 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered entity to comply with HIPAA or the HITECH Act or any applicable regulations in regard to such laws.

5.4 Prior Agreement. This Agreement shall replace and supersede any prior Business Associate Agreement between the Parties.


5.5. Ambiguity. Any ambiguity of this Agreement shall be resolved to permit the Parties to comply with the HITECH Act, HIPAA, and the Privacy and Security Rules and other implementing regulations and guidance.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the date written above.

ITHRIVE HEALTH, LLC

Greg Rainbolt, CEO

Physician's Signature *



Clear

Full Name *

Mulidhar A Amin,

		
First Name	Last Name	Suffix

 Submit

 Print Form