



## **Provider Agreement for Mental Health Billing Services**

This Provider Agreement for Mental Health Billing Services (Contract) is between TheraThink, hereafter known as “TT,” and [REDACTED]; hereafter known as the “Provider,” for the billing practices described in the Contract below:

### Accounts Receivables (A/R) Services

- I. TT agrees to post payment information on a detailed line item basis to the Providers’ patient accounts on the TT application panel for all EOBs processed by TT.

### Claims Processing Services

- I. TT agrees to edit and process detailed demographic, insurance, and provider information to process all claims. TT will submit all claims within three (3) business days of receipt of completed claim information, allowing time to process cancellations.
- II. TT agrees to help transfer all available provider and client information to the Provider’s TheraThink account within the first thirty (30) days from the date the Provider Agreement for Mental Health Billing Services is signed.
- III. TT agrees to input and log all Provider data sent to TheraThink for an additional 0.5% of “total payments received” if the Provider decides to not enter their data directly into their TheraThink account.

### Credentialing Services

- I. Credentialing services are processed under a separate agreement with TT. Please reach out to your contact at TheraThink for more information about services.

### Payment for Claim Processing, Accounts Receivable Services

- I. During the term of this Contract, the Provider agrees to pay TT for the services described above in Claims Processing Services and Accounts Receivable Services at the rate of 6% of the “total payments received” by the Provider (as described below) for all services delivered by the Provider during the term of the Contract for the first six months of the duration of this contract.
- II. During the term of this Contract, the Provider agrees to pay TT for the services described above in Claims Processing Services and Accounts Receivable Services at the rate of 6.5% of the “total payments received” by the Provider (as described below) for all services delivered by the Provider during the term of the Contract after the first six months of the duration of this contract.
- III. During the term of this Contract, the Provider agrees to pay TT a claims processing fee of \$35 per month per unique tax ID and rendering NPI combination used to process any claims filed during that month.
- IV. “Total Payments Received” is defined as follows: revenues owed to the Provider in any form for accounts receivable as a result of the claims services delivered by TT during the term of this Contract.
- V. The Provider agrees to pay monthly invoices directly to TT within thirty (30) days of issuing.

- VI. The Provider is required to submit a valid credit or debit card during account creation to validate the identity of the Provider. This valid credit or debit card will be used for payment processing if no payment is made within 60 days of the issue date of that invoice. This card will also be charged a \$0.10 charge upon submission of that card in order to validate the card. That \$0.10 payment will immediately be refunded upon validation.
- VII. If the Provider fails to remit payment within 60 days of invoice, a \$25 late fee will apply to that payment each invoice period until paid in full.

#### Invoicing Procedure

- I. TT will submit an invoice to the Provider by the 16<sup>th</sup> of each month detailing all billable claims that have been paid during the previous month. The Provider agrees to issue payment for TT's invoice within thirty (30) days of the invoice date.
- II. Hard copy and electronic files on site at TT relating to the business activities performed under this Contract are the property of TT. The Provider is responsible for retaining all original documents relating to the business activities performed under this Contract.

#### Provider Representations and Warranties

- I. All claims for services furnished to TT by the Provider including, without limitation, any information with regard to the Provider's services rendered and the Provider's fees due shall be true and correct in all respects.
- II. All claims submitted are owned by the Provider, and claims have not been previously sold, assigned, transferred, pledged, or otherwise encumbered to, or in favor of, any person or entity other than TT.

#### Security

- I. TT agrees to use reasonable efforts to provide proper computer backup and security and agrees to provide confidentiality of information and records in conformance with the Health Insurance Portability and Accountability Act (HIPAA) and other applicable government regulations.

#### Limitation of Liability

- I. The Provider agrees that TT shall not be liable to the Provider or any person claiming through or under the Provider for any expense of any kind whatsoever or for any lost profits or damages of any kind whatsoever caused by TT or its assigns. It is agreed that, with the exception of gross negligence or willful misconduct by TT, TT shall not be liable for loss of business or other consequential damages even if TT or its assigns has been advised of the possibility of such damages.
- II. The Provider further agrees that the warranty expressed above is in lieu of all other warranties, express or implied, including, but not limited to, any implied warranty of merchantability, fitness or adequacy for any particular purpose or use, quality, productivity or capacity.
- III. TT shall have no liability to the Provider if electronic or paper data or records are destroyed by fire, strike, theft, acts of God, or for any other cause including, but not limited to system malfunction, computer malfunction, or inability to access the computer hardware or files. TT agrees that it will use its best efforts to minimize the possibility of such damage or loss to the Provider by utilizing reasonable data storage and backup procedures for the entire Provider's data on file at TT.

- IV. The Provider agrees to hold TT harmless from any liability resulting from violations of state or federal law or regulation relating to the extension of credit or the handling of accounts receivable for the Provider. The Provider agrees to aid in the defense of TT in any state or federal proceeding relating to the potential liability described in this paragraph.

Indemnification

- I. The Provider shall indemnify, save and hold harmless TT and its respective owners, officers, and employees from and against any and all costs, expenses, judgments, penalties, or fines (including and without limitation, attorney's fees) for which TT and/or its owners, officers or employees may become liable or whether groundless or otherwise, alleged to arise out of or to be in connection with the Provider's business of providing claims information or any and all other materials and data to TT except to the extent that such costs, expenses, judgments, penalties or fines arise solely by reason of the gross negligence or willful misconduct of TT.
- II. This paragraph shall survive any termination or expiration of this Contract.

Term and Termination of this Contract

- I. This Contract shall be for a minimum of one (1) month and will begin on the signature date below unless otherwise agreed in writing and will renew each month automatically.
- II. This Contract may be terminated by either party upon the submission of fifteen (15) days written notice to the other party after the minimum term described in paragraph I of this subsection has expired or by mutual written agreement if the contract set forth is being followed.

Provisions

- I. This Contract constitutes the entire agreement between the Provider and TT and no amendment or modification shall be valid unless agreed to in writing by both parties.
- II. Should any provision of this Contract be deemed unenforceable or against public policy, the parties agree that the remaining portions of the Contract will be binding upon the parties.
- III. In the event that a lawsuit or other type of action is brought by any party under this Contract to enforce any of its terms, it is agreed that the prevailing party shall be entitled to recover its legal cost, including reasonable attorney fees.
- IV. Any problem with this contract will be handled by the American Arbitration Association.

**In witness whereof, the respective parties have executed this Contract effective as of:**

**Name of Person Signing:** \_\_\_\_\_

**Practice Name (if solo, enter your name):** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:**

**For TheraThink: Chapin and Schergen LLC.**

**Authorized Signature:**

John Denison (“Denny”) Chapin  
300 11th Ave  
Seattle WA 98122

Date: 3/12/2020

### **Business Associate Agreement Provisions**

Words or phrases contained in brackets are intended as either optional language or as instructions to the users of these sample provisions.

#### **Definitions**

##### Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

##### Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean TheraThink Billing Service.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [REDACTED].

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

#### **Obligations and Activities of Business Associate**

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity’s obligations under 45 CFR 164.526.

(g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity’s obligations under 45 CFR 164.528;

- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

#### **Permitted Uses and Disclosures by Business Associate**

- (a) Business associate may only use or disclose protected health information as outlined in the Provider Agreement for Mental Health Billing Services contract.
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.
- (e) 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.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- (a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- (b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- (c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

#### **Permissible Requests by Covered Entity**

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

#### **Term and Termination**

- (a) Term. The Term of this Agreement shall be effective as of the term agreed upon in the Mental Health Provider Insurance Billing Services Agreement, and shall terminate with the termination of the Provider Agreement for Mental Health Billing Services or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in subsections (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to covered entity the protected health information 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.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

**Miscellaneous**

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules 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 compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

**In witness whereof, the respective parties have executed this Business Associates Agreement effective as of:**

**Name of Person Signing:** \_\_\_\_\_

**Practice Name (if solo, enter your name):** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:**

**For TheraThink: Chapin and Schergen LLC.**

**Authorized Signature:**

**John Denison ("Denny") Chapin  
300 11th Ave**

Seattle WA 98122

Date: 3/12/2020