

P R I M E

FOR PHYSICIANS

Mutual Confidentiality & Business Associate Terms

Protects both sides: the practice's fee schedule, protocols and member data, and your professional information. Signing commits you to nothing else.

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Purpose

[PRIME legal entity name] (“PRIME”) and the physician signing below (“you”) are evaluating, and may enter, a working relationship. These terms protect what each side shares during that evaluation and, if it proceeds, during practice.

Signing these terms does not obligate either party to enter a services agreement, pay any fee, or see any member.

What is confidential

- From PRIME: fee schedules, program formularies and sourcing arrangements, clinical protocols, operating procedures, member information, and any non-public business information.
- From you: your credentialing documents, compensation details and any non-public professional information you provide.
- Not confidential: information that is public through no fault of the receiving party, already known to it, independently developed, or received lawfully from a third party.

Permitted use

Each party uses the other's confidential information only to evaluate and carry out the relationship, protects it with at least reasonable care, and does not disclose it to third parties except professional advisers bound by equivalent confidentiality or as required by law (with notice where lawful).

Protected health information

Member health information is protected health information under HIPAA. You agree to use and disclose it only as needed for treatment and as permitted by law; to keep records, notes and messages within the practice's systems; to use your own credentials only; to report any suspected breach or security incident to the practice without delay; and to return or securely destroy member information in your possession when the relationship ends, except as retention law requires.

Term and survival

These terms take effect on signature and continue for the relationship plus three years. Obligations about protected health information survive for as long as the information is retained.

General

Neither party may assign these terms without consent. These terms are governed by the laws of [State]. Signature by typed name in the onboarding portal, recorded with the agreement version, date, time and network address, is binding as an electronic signature.

PRIME · Physician-directed telehealth · This document is a plain-language draft prepared for review by healthcare counsel before adoption. The version accepted by a member or physician is recorded on their file.