

## Business Associate Agreement

This Business Associate Agreement effective \_\_\_\_\_, is entered into by and between People's Choice Answering Service, Inc. hereinafter referred to as the "Business Associate" and \_\_\_\_\_ hereinafter referred to as the "Covered Entity".

The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information ("Protected Health Information" or PHI published on December 28, 2000, by the Secretary of the U.S. Department of Health and Human Services ("HHS") to amend 45CFR, Part 160 and Part 164 (the "Privacy Regulation") under Health Insurance Portability and Accountability Act of 1996 ("HIPPA").

This Agreement set forth the terms and conditions pursuant to which PHI that is by the Business Associate from or on behalf of the Covered Entity will be handled.

1. Services - Business Associate working on behalf of Covered Entity operates as telephone/receptionist/dispatcher.
2. Responsibilities of Business Associate -
  - (a) Use and/or disclose the PHI only as permitted **or** required by this Agreement or as otherwise required by law;
  - (b) Use reasonable efforts to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of PHI;
  - (c) Assist the Covered Entity and comply with the Business Associates duties to offer individuals access to health information and a history of certain disclosures.
  - (d) Advise the Covered Entity when any breaches or violations have occurred.
  - (e) Messages which may be part of PHI become ordinary business records of BA. These are collected in the normal, ordinary course of business, in accordance with generally accepted standards for the business records in the communications industry.
3. Term - This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the parties have been satisfied, unless terminated as provided herein or by mutual agreement of the parties.
4. Termination - The Covered Entity may immediately terminate this Agreement and any related agreement if it determines that the Business Associate has breached a material provision of the Agreement. Alternatively, the Covered Entity may choose to provide the Business Associate with thirty (30)

days written notice of the existence of an alleged material breach; and afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement. If termination is not feasible, the Covered Entity shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without further action by the parties upon termination or expiration of the Business Associate Service Agreement. Said action to terminate and the extinguishment of all obligations herein shall be deemed and accepted as a release of any and all claims existing between the parties and shall be considered liquidated damages.

5. Amendments: Construction - This Agreement may not be modified nor shall any provision hereof be waived or amended except in writing duly signed by authorized representative of the parties. A waiver with respect to one event shall not be construed as continuing, or as bar to or waiver of any right or remedy as to subsequent events. Notwithstanding anything to the contrary, the purpose of the Agreement is to assist the Covered Entity in its HIPPA compliance requirements and nothing herein should be construed to add any additional rights or responsibilities to either party that is not specifically required by HIPPA, the Security Regulation, and/or the Privacy Regulations.
6. No Third Party Beneficiaries - Nothing express or implied in this Agreement is intended to confer, nor shall anything respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
7. Governing Law - This Agreement shall be governed by the laws of the State of Virginia.

People's Choice Answering Service  
Inc.

Covered Entity:

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_