BUSINESS ASSOCIATE AGREEMENT

1. PREAMBLE AND DEFINITIONS

1.1 Answering Service Care, LLC ("Business Associate"), a telephone answering service, having its principal place of business at 441 South State Road 7, Suite 2, Margate, Florida 33068, and _____ ("Covered Entity"), having its principal place of business at _____ (each a "Party" and collectively the "Parties"), enter into this Business Associate Agreement ("BAA") as of _____ ("Effective Date").

1.2 This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the PHI that Business Associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associate performs for Covered Entity. Business Associate may use or disclose Protected Health Information ("PHI") regularly in its performance of such functions, activities, and services for Covered Entity. Such functions, activities, and services are governed by Business Associate's Terms and Conditions and Business Associate's Privacy Policy (collectively the "Underlying Agreements"), as published at https://answeringservicecare.com/terms-and-conditions/ and https://answeringservicecare.com/privacy-policy/ respectively.

1.3 The Parties are committed to complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended, the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), the American Recovery and Reinvestment Act of 2009 ("ARRA"), the privacy, security, breach notification, and enforcement regulations in 45 C.F.R. Parts 160 and 164, as amended, including by the HIPAA Omnibus Final Rule, 78 Fed. Reg. 5566 (Jan. 25, 2013) (collectively, the "HIPAA Rules"), all other applicable state and federal privacy laws not pre-empted by HIPAA, and all pertinent regulations issued by the Department of Health and Human Services ("HHS").

1.4 Unless the context clearly indicates otherwise, the following capitalized terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Access, Availability, Breach, Confidentiality, Designated Record Set, Disclosure, Discovery, Electronic Protected Health Information ("ePHI"), Health Care Operations, Individual, Integrity, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security, Security Incident, Subcontractor, Unsecured Protected Health Information ("Unsecured PHI"), and Use.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Activities of Business Associate. Unless otherwise limited herein, Business Associate may:

a. use or disclose PHI in its possession (i) as permitted or required by this BAA, (ii) as Required By Law, or (iii) if such use or disclosure does not otherwise cause a Breach of Unsecured PHI;

b. use or disclose PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate provided that such uses are permitted under state and federal confidentiality laws;

c. disclose PHI in its possession to third parties, including but not limited to subcontractors of Business Associate, for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that Business Associate obtains reasonable assurances from third parties to whom PHI is disclosed to that: (i) the PHI will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) Business Associate will be notified by such third party of any instances of which it becomes aware that the Confidentiality of the PHI has been breached; and

d. use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. §164.502(j)(1).

2.2 Additional Activities of Business Associate. In addition to using PHI to perform the services set forth in Section 2.1 of this BAA, Business Associate may:

a. aggregate the PHI in its possession with the PHI of other covered entities that Business Associate has in its possession through its capacity as a business associate to such other covered entities, however under no circumstances may Business Associate disclose PHI of one covered entity to another covered entity absent the explicit authorization of Covered Entity, and

b. de-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. §164.514(b), and further provided that the Covered Entity maintains the documentation required by 45 C.F.R. §164.514(b) which may be in the form of a written assurance from the Business Associate. Pursuant to 45 C.F.R. §164.502(d)(2), information de-identified in accordance with the HIPAA Rules does not constitute PHI and is not subject to the terms of this BAA.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

3.1 General. Business Associate hereby agrees:

a. to use or disclose PHI only (i) as permitted or required by this BAA, (ii) as Required By Law, or (iii) if such use or disclosure does not otherwise cause a Breach of Unsecured PHI;

b. to implement commercially reasonable and appropriate safeguards to prevent the unauthorized use or disclosure of PHI, as Required By Law, and to comply with Subpart C of 45 C.F.R. Part 164 (the "Security Rule") with respect to ePHI;

c. to require third parties, including but not limited to subcontractors of Business Associate, that receive, use, maintain, have access to, or transmit PHI under this BAA on behalf of Business Associate to agree, in writing, to adhere to conditions and restrictions regarding the Availability, Access, Use, Disclosure, and Security of PHI which are no less protective of the rights of Covered Entity and Individuals than the conditions and restrictions contained in this BAA;

d. to make available PHI in a Designated Record Set to Covered Entity upon request by Covered Entity for the purposes of satisfying Covered Entity's obligations under 45 C.F.R. § 164.524;

e. to make any amendments to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526, upon request by only Covered Entity, in a prompt and commercially reasonable manner;

f. to maintain and make available the information necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528;

g. to make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of Business Associate's use or disclosure of or request for PHI in accordance with 45 C.F.R. § 164.502(b)(1);

h. to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time;

i. to develop, maintain, and retain, for a period of not less than six (6) years, internal practices, books, and records concerning the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, and make available such information to HHS for HHS to determine Covered Entity's compliance with the HIPAA Privacy Rule;

j. to cooperate with any complaint investigations or compliance reviews conducted by the Secretary to determine Business Associate's compliance with HIPAA Rules;

k. to establish procedures for a mutually satisfactory resolution regarding any deleterious effects from any improper use or disclosure of PHI that Business Associate reports to Covered Entity;

l. to mitigate, to the extent reasonably and commercially practicable, any harmful effect that is known to Business Associate as a result of any Use or Disclosure of PHI by Business Associate in violation of this BAA, including any Breach of Unsecured PHI; and

m. to the extent Business Associate carries out any of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164 (the "Privacy Rule"), to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

3.2 Breach Notification. In writing, Business Associate shall report to Covered Entity of any Breach, including the use or disclosure of PHI that is not permitted or required by this BAA, Breach of Unsecured PHI, or Security Incident of which Business Associate becomes aware, within the 10 calendar days following Business Associate's Discovery of such Breach. Such notice shall include the identification of each individual whose Unsecured PHI has been or is reasonably suspected by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. Additionally, Business Associate agrees:

a. to provide, to the extent reasonably possible and at the time of initially notifying Covered Entity or promptly thereafter, any information required to be provided by Covered Entity under 45 C.F.R. § 164.404(c) in its notification to affected individuals, and

b. to comply with all regulations issued by HHS and applicable state agencies regarding breach notification to Covered Entities.

3.3 Accounting of Disclosures. Business Associate hereby agrees:

a. to maintain and document disclosures of PHI, Breaches of Unsecured PHI, and any information related to such disclosures of PHI and Breaches of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and

b. to provide only Covered Entity with that information collected in accordance with this Section 3.3, to permit Covered Entity to respond to a request by an Individual or the Secretary for an accounting of disclosures of PHI and Breaches of Unsecured PHI.

4. RESPONSIBILITIES OF COVERED ENTITY

4.1 General. Covered Entity shall:

a. provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with HIPAA Rules, and any changes or limitations to such notice under 45 C.F.R. § 164.520, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI;

b. inform Business Associate of any changes in, or withdrawal of, the consent or authorization provided to Covered Entity by individuals pursuant to 45 C.F.R. §164.506 or §164.508;

c. notify Business Associate, in writing and in a timely manner, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to comply with under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA;

d. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under Section 2 of this BAA;

e. provide appropriate security for ePHI, such as encryption, secure wireless communications, and any other applicable security measures as outlined under Subpart C of 45 C.F.R. Part 164; and

f. absolve Business Associate of any liability for breaches of ePHI security caused by reception or transmission devices under the control of Covered Entity.

5. MUTUAL REPRESENTATIONS AND WARRANTIES OF THE PARTIES

5.1 Each Party represents and warrants to the other Party:

a. that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this BAA and to perform its obligations hereunder, and that the performance by it of its obligations under this BAA have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;

b. that neither the execution of this BAA, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder;

c. that it will not enter into any agreement the execution or performance of which would violate or interfere with this BAA or be in violation of applicable law or regulation;

d. that it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;

e. that all of its employees, agents, representatives, and members of its workforce, whose services may be used to fulfill obligations under this BAA, are or shall be appropriately informed of the terms of this BAA and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this BAA;

f. that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this BAA; and

g. that neither the Party, nor its shareholders, members, directors, officers, agents, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state program. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

6. TERM AND TERMINATION

6.1 Term. This BAA shall become effective on the Effective Date and shall remain in force and effect until the first occurrence of any one of the following:

a. either Party terminates for cause as authorized under Section 6.2;

b. an act of God which renders continued performance by either Party or by both Parties under the terms of the Underlying Agreements or this BAA impossible;

c. the expiration or termination of the Underlying Agreements under the terms of the Underlying Agreements; or

d. all of the PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity. If Business Associate determines that it is not commercially feasible to return or destroy PHI, protections are extended in accordance with Section 6.3.

6.2 Termination for Cause. Upon either Party's knowledge of material breach by the other Party, the non-breaching Party shall provide an opportunity for the breaching Party to cure the breach. If the breaching party does not cure the breach within a timeframe not to exceed fifteen (15) days from the notification of the breach provided to the breaching Party, or if a material term of this BAA has been breached and a cure is not possible, then the non-breaching party may terminate this BAA and the Underlying Agreements, upon written notice to the other Party.

6.3 Effect of Termination. Upon termination of this BAA pursuant to Section 6.1, Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J), if Business Associate determines that it is commercially feasible to do so. Prior to doing so, Business Associate agrees to recover any PHI in the possession of its subcontractors. If it is not feasible for Business Associate to return or destroy such PHI, Business Associate will notify Covered Entity in writing. Such notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy PHI in its possession, and (ii) the specific reasons for such determination, which reasons the Parties agree may include, but are not limited to, backup media. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this BAA to Business Associate's use and disclosure of any PHI retained after the termination of this BAA, and to limit any further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible.

7. MISCELLANEOUS

7.1 Limitation of Liability. IN NO EVENT SHALL BUSINESS ASSOCIATE'S LIABILITY FOR ANY BREACH OF THIS BAA EXCEED THE AMOUNT PAID BY COVERED ENTITY TO BUSINESS ASSOCIATE FOR SERVICES RENDERED UNDER THE UNDERLYING AGREEMENTS FOR THE PERIOD OF THREE (3) MONTHS IMMEDIATELY PRIOR TO THE OCCURRENCE OF SUCH BREACH. WITHOUT LIMITATION TO THE FOREGOING, BUSINESS ASSOCIATE SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES, OR DAMAGES OF ANY KIND OR NATURE RELATED TO THE SUBJECT MATTER HEREOF OR ARISING UNDER THIS BAA, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF BUSINESS ASSOCIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 Relationship of the Parties. This BAA is made and entered into for the sole purpose of satisfying the obligations of each Party under applicable privacy and security laws. Nothing herein is intended to create between the Parties a joint venture, partnership, agency, employment relationship, or any other relationship.

7.3 Amendment. This BAA may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. The Parties agree to take such action as is necessary to amend this BAA from time to time as necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

7.4 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by authorized representatives of each Party. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this BAA shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

7.5 Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the fifth day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). As used herein, “Business Day” means any day other than a Saturday, Sunday, or U.S. federal holiday. Notices must be sent to each Party at their following respective addresses (or at such address for a Party as shall be specified in a Notice given in accordance with this Section 7.5):

BUSINESS ASSOCIATE	**COVERED ENTITY**
Name: Logan Shooster	Name:
Title: VP of Strategic Growth	Title:
Address: 441 S State Rd 7, Suite 2	Address:
City, State Zip: Margate, FL 33068	City, State Zip:
Email: logan@answeringservicecare.com	Email:
With a copy to:	**With a copy to:**
Name:	Name:
Title:	Title:
Address:	Address:
City, State Zip:	City, State Zip:
Email:	Email:

7.6 Governing Law. This BAA and all matters arising out of or relating to this BAA shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

7.7 Venue. This BAA is subject to the exclusive jurisdiction of the United States District Court for the Southern District of Florida and if such court does not have proper jurisdiction, the State Courts of Broward County, Florida. Any legal suit, action, or proceeding arising out of or relating to this BAA shall be instituted only in such courts, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process by certified mail to such Party’s address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in such courts. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in such courts that any such suit, action, or proceeding brought in such courts has been brought in an inconvenient forum.

7.8 Interpretation. This BAA shall be interpreted in the following manner:

a. any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules;

b. any inconsistency between this BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency; and

c. any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

7.9 No Third-Party Beneficiaries. This BAA is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this BAA.

7.10 Assignment. Neither Party may assign any of its rights under this BAA to any other person or entity not privy to this BAA.

7.11 Counterparts. This BAA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this BAA delivered by facsimile, email (including PDF), or electronic signature shall be deemed to have the same legal effect as delivery of an original signed copy of this BAA.

7.12 Headings. Headings in this BAA are for reference only and shall not affect the interpretation of this BAA.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf effective as of _____.

BUSINESS ASSOCIATE	**COVERED ENTITY**
Answering Service Care, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____