

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA") is entered into as of _____ (the "Effective Date"), by and between _____ ("Covered Entity") and **WRS Health, LLLP** ("Business Associate"). Covered Entity and Business Associate, collectively, may be referred to herein as the "Parties".

ARTICLE 1 INTRODUCTION

1.1 Covered Entity and Business Associate enter into this BAA to comply with the requirements of Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, including the privacy, security, breach notification and enforcement rules at 45 C.F.R. Part 160 and Part 164, as well as the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 ("HITECH"), as amended, and other applicable federal and state laws (collectively the "HIPAA Rules").

1.2 This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for certain individually identifiable Protected Health Information relating to patients of Covered Entity ("PHI" as that term is defined below) that Business Associate may receive, create, maintain, use or disclose in connection with certain functions, activities and services that Business Associate performs for Covered Entity under the End User License Agreement for the web-based EHR solution of Business Associate (the "License Agreement").

ARTICLE 2 DEFINITIONS

2.1 Terms used but not otherwise defined in this BAA shall have the same meaning as those terms in the HIPAA Rules, which definitions are incorporated in this BAA by reference.

2.2 For purposes of this BAA:

2.2.1 "Designated Record Set" shall have the meaning given such term under 45 C.F.R. § 164.501.

2.2.2 "Electronic Protected Health Information" or "ePHI" shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. 160.103, as applied to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

2.2.3 "Individual" shall have the same meaning given to such term in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

2.2.4 "Protected Health Information" or "PHI" shall have the meaning given to such term in 45 C.F.R. 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

2.2.5 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information published in 45 C.F.R. Parts 160 and 164, Subparts A and E. 2.2.5 "Required by Law" shall have the meaning given to such term in 45 C.F.R. 164.103.

2.2.6 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

2.2.7 "Security Rule" shall mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

ARTICLE 3 GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE

3.1 Use and Disclosure. Business Associate agrees not to use or disclose PHI, other than for the purposes of providing the License Agreement services, as permitted or required by this BAA or as required by applicable law. To the extent Business Associate is carrying out one or more of Covered Entity's obligations under the Privacy Rule pursuant to the terms of the License Agreement or this BAA, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).

3.2 Appropriate Safeguards. Business Associate shall use appropriate physical, technical and administrative safeguards, and shall comply with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA, the License Agreement or as required by applicable law.

3.3 Mitigation. Business Associate agrees to mitigate, to the extent practicable and commercially reasonable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate that violates the requirements of this BAA.

3.4 Breach Reporting. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted under this BAA, without unreasonable delay, and in any event no more than thirty (30) days following discovery of such unauthorized disclosure.

3.5 Subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall enter into a written BAA with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate for services provided to Covered Entity, which provides that the agent agrees to substantially the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.

3.6 Access to PHI. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall make the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets available to Covered Entity for inspection and copying, or to an individual to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524.

3.7 Minimum Necessary Requirement. Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. § 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited dataset" as

defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

3.8 Amendment of PHI. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall amend the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets to enable the Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526.

3.9 Accounting of Disclosures. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, within thirty (30) days of receipt of a request from Covered Entity or an individual for an accounting of disclosures of PHI, Business Associate and its Subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.528 and 42 U.S.C. § 17935(c).

3.10 Access to Policies and Records. Upon reasonable, advance written notice, at Business Associate's office and during normal business hours, Business Associate agrees to make its internal practices, books and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to the Secretary of the US Department of Health and Human Services for the purpose of Covered Entity or the Secretary determining compliance with the HIPAA Rules.

3.11 Documentation of Disclosures. Business Associate shall document such disclosures of PHI and information related to such disclosures 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. Business Associate shall document, at a minimum, the following information ("Disclosure Information"): (i) the date of the disclosure, (ii) the name and, if known, the address of the recipient of the PHI, (iii) a brief description of the PHI disclosed, (iv) the purpose of the disclosure that includes an explanation of the basis for such disclosure, and (v) any additional information required under the HITECH Act and any implementing regulations.

3.12 Covered Entity Obligations. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

ARTICLE 4

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 General Uses and Disclosures. Business Associate agrees to receive, create, use or disclose PHI only as permitted by this BAA, the HIPAA Rules, and only in connection with providing services to Covered Entity under the License Agreement; provided that the use or disclosure would not violate the Privacy Rule if done by Covered Entity, except as set forth in this Article 4. Business Associate may use or disclose PHI as required by law.

4.2 Ancillary Uses. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI for:

(a) the proper management and administration of Business Associate, or to carry out its legal responsibilities;

(b) to provide Data Aggregation Services to Covered Entity as permitted under the HIPAA Rules; and

(c) for the purposes of de-identification of the PHI.

ARTICLE 5 RESPONSIBILITIES OF COVERED ENTITY

5.1 Obligations. Covered Entity shall:

(a) Notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;

(b) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(c) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose his or her PHI, to the extent that such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI.

(d) Obtain any consent or authorization that may be required under HIPAA or any other applicable law and/or regulation prior to furnishing Business Associate with PHI.

5.2 Prohibitions. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity, except as provided under Article 4 of this BAA.

ARTICLE 6 TERM AND TERMINATION

6.1 Term. The term of this BAA shall be effective as of the Effective Date and shall terminate as of the date that all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information.

6.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity may either: (a) notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within thirty (30) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity may immediately terminate this BAA upon written notice to Business Associate; or (b) upon thirty (30) business days written notice to

BusinessAssociate, immediately terminate this BAA if Covered Entity determines that such breach cannot be cured.

6.3 Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the remaining PHI that the Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section 6, for as long as Business Associate retains the PHI;

(d) Limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI; and

(e) Return to Covered Entity or destroy the PHI 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.

ARTICLE 7 MISCELLANEOUS

7.1 Amendment. The Parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the HIPAA Rules and any other applicable law.

7.2 Survival. The respective rights and obligations of Business Associate under Article 6 of this BAA shall survive the termination of this BAA.

7.3 Regulatory References. A reference in this BAA to a section of the HIPAA Rules means the section as in effect or amended.

7.4 Interpretation. To the extent that the terms of this BAA are not clear in satisfying the Parties' intention to comply with the applicable requirements of HIPAA, the HIPAA Regulations, and the HITECH Act, these BAA terms shall be construed so as to allow for compliance by both Parties with the applicable requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.

7.5 Entire Agreement, Severability; Modification. This BAA and the License Agreement constitutes the entire arrangement between the Parties related to the subject matter of this BAA. This BAA and the License Agreement supersedes all prior negotiations, discussions, representations or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both Parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

7.6 Multiple Counterparts. This BAA may be executed in two or more counterparts, each of which shall be deemed an original.

7.7 Notices. Any notices required or permitted to be given hereunder shall be given in accordance with the provision for Notice in the License Agreement.

7.8 Governing Law/Venue. This BAA shall be governed by and construed in accordance with the laws of the State of New York. In the event of any litigation under this Agreement, the parties agree that the venue for such litigation shall be the County of Ulster in the State of New York.

7.9 No Third Party Beneficiaries. Nothing expressed or implied in this BAA or the Agreement is intended to confer, nor will it confer, upon any person any rights, remedies, obligations or liabilities other than those explicitly detailed in this BAA or in the License Agreement.

7.10 Relationship of Parties. Notwithstanding anything to the contrary in the Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate obligations under this BAA.

7.11 Change in Law. To the extent applicable, amendments or modification to HIPAA or the HITECH Act may require amendments to certain provisions of this BAA. Amendments shall only be effective if executed in writing and signed by a duly authorized representative of each Party.

IN WITNESS WHEREOF, the Parties hereto have executed this BAA as of the Effective Date.

WRS Health, LLLP

By: _____

Name: _____

Title: _____

[COVERED ENTITY]

By: _____

Name: _____

Title: _____