

**GROUND AMBULANCE TRANSPORTATION AGREEMENT
(Rapid City Regional West Center for Behavioral Health)**

Section I

Parties

This Agreement is entered into by and between Rapid City Regional West Center for Behavioral Health (hereinafter referred to as "Center"), a department of Rapid City Regional Hospital, Inc., a South Dakota non-profit corporation, hereinafter referred to as "Hospital" and the City of Rapid City Department of Fire and Emergency Services, hereinafter referred to as "City".

Section II

Purpose

Hospital offers among other services, inpatient psychiatric services at its facility, Regional West Center for Behavioral Health, located at 915 Mountain View Road, Rapid City, South Dakota. City is a licensed ground ambulance service located in Rapid City-Pennington County which owns ambulances and employs Paramedics and EMT's and is able to provide these and other equipment and services that may be beyond the scope of services Center is able to provide but which the Center requires in order to ensure that it's patients receive emergency medical services and subsequent transportation to Hospital's Emergency Department when necessary. The purpose of this Agreement is to fix the terms and conditions under which City, an independent contractor, shall provide its services, ambulances and equipment to Center when requested.

Section III

Services & Equipment to be Provided by City

In consideration of the remuneration to be paid by Center to City as hereinafter provided, City agrees to provide the following equipment and services:

A. **Ambulance**

City shall have available at all times a primary response ground ambulance that is licensed in accordance with ARSD 44:05, twenty-four hours (24) per day, seven days (7) per week and fully able to transport the ill or injured. City shall have its vehicles with such attendants and equipment as are specified in paragraph B available to respond to all emergency calls from Center and/or Hospital within the mandatory response times specified in ARSD 44:05:03:02.01. City shall dispatch its ambulance to the Center located at 915 Mountain View Road when requested by Center's staff subject to the provisions of paragraph D below. The parties recognize that on rare occasions, City may need to transfer a patient to the Center. This Agreement shall also cover those transports.

B. Ambulance Specifications

In addition to the requirements in paragraph A above, and hereinafter, City's ambulances shall meet the following specifications:

1. Each ambulance must be one of the types of permitted vehicles allowed for use as a ground ambulance as specified in ARSD 44:05:04:01.
2. Each ambulance must be equipped with a two-way radio communications link to the Hospital.
3. Each ambulance shall have all of the capabilities and equipment required of ground ambulances found in ARSD 44:05:04:07 through ARSD 44:05:04:19 consecutively.

C. Drivers

City agrees that it will, at all times, have available personnel who have a valid driver's license, and are certified by the State EMS Authority to at least the EMT-Basic level of training. All drivers will have completed Emergency Vehicle Operators Course Training.

D. Personnel Control & Supervision

City agrees that the drivers and other support personnel required to support City's services hereunder, whether employed or contracted, shall be paid by and under the control and direction of City. (The aforesaid shall not, under any circumstances, be deemed employees or agents of Hospital.) Center shall have authority to dispatch and direct the ambulance to specified destinations and for purposes as it determines necessary, but all decisions relating to the operations of the ambulance, including decisions as to whether it will or will not be driven because of weather conditions, mechanical conditions and all other factors affecting ambulance safety shall be made by and be the responsibility of City and its employees or contractors. City understands that Center shall rely on the expertise of City, its drivers, and other personnel for all matters relating to the operations of the ambulance, and that Center shall have no responsibility therefore.

City further agrees that the transported patient shall remain a Hospital patient and that the Center retains ultimate control over the patient.

E. Safety

City agrees to maintain written training and procedure manuals for its drivers and support staff and to maintain training and procedure manuals relating to familiarization with the ambulance and emergency procedures for Hospital personnel. City and Hospital shall maintain a safety surveillance program to maintain and improve the safety of its transports and to meet all requisites of Law, Rule and Regulation.

F. Governmental Permits, Licenses, Inspections

City agrees to obtain, maintain and perform at all times, all governmental certifications, licenses, permits, inspections, maintenance, record-keeping, or appraisals of any kind required for the operation of its ambulances, provision of licensed drivers, and provision of dispatch, maintenance, and other services, at its expenses and in a manner that meets all federal, state, and local requirements.

G. Representations

City represents that its ambulances and drivers are properly licensed and certified and that the ambulance, drivers, and all other services and equipment provided to Center meet all applicable requirements of federal, state and local laws and regulations. City further represents that neither it, its shareholders, directors, officers, agents or employees are excluded, debarred, suspended or otherwise ineligible to participate in any federal reimbursement programs, or has been convicted, under federal or state law, of a criminal offense related to (a) the neglect or abuse of a patient, or (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under the Medicare or Medicaid programs.

H. Compliance With Laws and Regulations

City agrees in the performance of services herein, to be bound by, and comply with: (i) the bylaws, policies, rules and regulations of Hospital and the medical staff of the Hospital facilities, as each may be amended from time to time (provided that such amendments do not materially increase City's obligation hereunder or materially affect the financial or economic interests hereunder of City), and (ii) the standards, rules and regulations of the United States Department of Health and Human Services (hereinafter referred to as "HHS"), the South Dakota Department of Health, the Joint Commission on the Accreditation of Healthcare Organizations (hereinafter referred to as "JCAHO"), CMS (Medicare and Medicaid), and any other federal, state or local governmental agency or third-party payor, exercising authority with respect to, accrediting or providing reimbursement for Hospital.

Specifically regarding compliance with the Hospital's bylaws, policies rules and regulations, City agrees and certifies with its signature to this Agreement, that it will comply in all respects with all applicable laws and governmental regulations, including but not limited to, the Anti-Kickback statute (42 U.S.C. § 1320a-7b(b)) and the Stark Law (42 U.S.C. § 1395), in connection with its services pursuant to this Agreement, and that all services will be provided in a manner consistent with industry practices.

City further agrees and certifies that it will comply with all of Hospital's compliance program policies and with Hospital's code of conduct. City agrees to comply with these policies as they exist currently and as they may be amended in the future provided City is made aware of such amendments. Hospital shall give a copy of such policies to City.

To further ensure compliance with these laws and policies, each employee/agent of City will undergo specific compliance training, which shall be provided and paid for by the Hospital.

I. Safe Harbor

Both parties agree to abide by The Office of Inspector General of the Department of Health and Human Services (“OIG”) promulgated regulation that sets forth a safe harbor for restocking arrangements to comply with the federal anti-kickback statute, effective January 3, 2002.

Section IV

Services to be Provided by Hospital/Center

Hospital shall provide:

A. Medical Transport Personnel

Hospital will provide a staff member to accompany the patient in the ambulance to the Hospital's Emergency Department.

B. Administrative Services

Center will provide all other administrative services including billing and collection, and medical record keeping. City understands that Center shall retain all revenues collected and agrees that it will not bill patients or their payers for patient transport services rendered.

C. Documentation of Medical Necessity.

Center shall be responsible for determining and documenting the medical necessity of all Services ordered by Authorized Persons. Without limiting the generality of the foregoing, Center shall be responsible for obtaining any preauthorization, physicians' orders or certifications required to document medical necessity or to comply with the requirements of Medicare or other third party payor for any Center-Patient. Further, Center shall maintain all such documentation for the time period required by law and shall provide copies thereof to Medicare, any other applicable payor or City upon request. Center shall not deny or withhold payment to City based on a finding by Medicare or other applicable payor that the Service requested by an Authorized Person was not medically necessary or otherwise failed to meet coverage requirements, nor shall Center retrospectively deny payment for any Service requested by an Authorized Person and provided to a Center Patient for any other reason.

City shall document each Service provided to a Center-Patient on City's standard patient care form. City shall transmit such form or a copy thereof to Center within two (2)

business days of the Service and shall maintain such form or a copy thereof in accordance with Section VII below. Such forms shall be sent to the Director of Behavioral Health at the Center. City shall further provide Center with any additional information as set forth in the Information Sharing Protocol. City shall take all reasonable steps to assure that all information provided to Center is complete and accurate.

Section V

Consideration

In consideration of City's performance pursuant to this Agreement, Center agrees to pay City its usual and customary ambulance transport charge per the City-approved Ambulance Transport Rate Structure. The City shall send the Center an itemized statement of services. Billing statements shall be sent to the following address:

Rapid City Regional Hospital
Regional West Center for Behavioral Health
Attn: Director of Behavior Health
915 Mt. View
Rapid City, SD 57702

Section VI

Insurance

At all times during the term of this Agreement, each party shall maintain general and professional liability insurance coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the annual aggregate, providing coverage for the negligent acts or omissions of such party and its employees and agents. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than five (5) years following termination of this Agreement. City additionally agrees, at its sole expense, to purchase ambulance and passenger liability insurance for its ambulance and drivers, in an amount not less than Three Million Dollars (\$3,000,000), or such larger sum as may be required by a governmental body or agency and to name Hospital as an additional insured on such policy. City agrees to furnish Hospital certificates evidencing such coverage and further agrees to carry, and furnish Hospital a certificate of insurance evidencing, workers compensation insurance coverage.

Section VII

Records

City agrees to timely provide Hospital with a legible copy of the trip report generated from each call by Center. It is understood that the trip report shall become a part of the patient's medical record at Hospital.

City also agrees to provide one copy of the transport sheet to the Center and one copy to the Hospital's Emergency Department. The copy sent to the Center shall be sent to the attention of the Director of Behavior Health.

Section VIII

Access to Records

City agrees to grant the Secretary of Health & Human Services or Controller General, or any of their duly authorized representatives or agents, access to and City agrees to preserve the following records for a period of four (4) years after the furnishing of services under this Agreement and all supplements or amendments hereto.

- A. This Agreement and the books, documents and records of City that are necessary to certify the nature and extent of the cost to the Hospital of services rendered, and
- B. City's subcontracts, if any, with related organizations as such term is defined with regard to a City in 42 CFR E405.427(b) or any amendments thereto, and such related organization's books, documents and records that are necessary to verify the nature and extent of the cost to the Hospital of services rendered.

Any request for access and the access to or production of such records shall be in accordance with regulations published pursuant to Section 952 of the Omnibus Reconciliation Act of 1980 (42 USC E1395x(v)(1)(1)) or any amendments thereto.

Section IX

Confidentiality

The parties agree that patient information is confidential and will not be disclosed to anyone without prior authorization of the patient. City agrees to instruct all its personnel to keep any patient's medical condition in strictest confidence. Additionally, both parties shall sign the business associate addendum attached to this Agreement as Addendum A.

The parties agree that City's employees are under City's exclusive direction and control. Nothing in this Agreement will be construed to designate City or any of its employees as the Hospital's employees, agents, joint ventures or partners. The Hospital will therefore not be held liable or responsible for any breach of confidentiality or misuse of patient information by City or its employees as a result of confidential information exchanged pursuant to, or on account of this Agreement.

City will indemnify the Hospital for any and all costs, claims or damages including reasonable attorney's fees arising out of the negligent or willful disclosure of confidential information by City or its staff, employees or other individuals who obtain confidential patient information by reason of this Agreement.

Section X

Relationship

The parties agree and understand that City is an independent contractor. Neither City nor any employee or subcontractor performing services for City is or shall be an employee, agent, partner, servant, joint venturer, or in any way associated with Hospital. Nothing herein shall be construed as giving Hospital control over, or the right to control the professional judgment or actions of City or any of its employees. Hospital and City are each solely responsible for the direction and supervision of their respective employees and each is solely responsible for compensation paid to its employees.

Section XI

Term/Termination

The parties agree that the terms of this Agreement shall be effective as of June 1, 2003 and shall continue until terminated either with or without cause as provided below.

This Agreement may be terminated immediately for cause upon the occurrence of any of the following events:

- A. In the event either party commits any material breach of this Agreement or fails to observe or perform any of the provisions or responsibilities in any material respect and the breaching party fails to rectify the same within a period of thirty (30) days following receipt of written notice given by the complaining party and specifying the nature of the alleged breach;
- B. In the event either party consents to the appointment of a receiver, files a voluntary or involuntary petition in bankruptcy, makes a general assignment for the benefit of creditors, files a petition for reorganization, or is the subject of some other similar event;
- C. In the event of nonpayment by Center of amounts due hereunder, City may terminate this Agreement on ten (10) days written notice.
- D. In the event a party files a voluntary petition in bankruptcy or makes an assignment for the benefit of creditors or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization or moratorium statute, or is the subject of an involuntary petition in bankruptcy which is not dismissed with prejudice within sixty (60) days of its filing, the other party may terminate this Agreement immediately.
- E. In the event that either party becomes ineligible to participate in any federal healthcare programs.

This Agreement may be terminated by either party without cause or fault by providing the other party ninety (90) days written notice as specified hereafter.

Any notices given hereunder are to be delivered by certified mail to the business address of the affected party as specified in Section XIII below.

Section XII

Force Majeure

City's failure to perform its obligations hereunder shall be excused if it is rendered reasonably impossible due to Acts of God or other causes beyond its reasonable control. City shall, however, perform or arrange for alternate performance as soon as reasonably possible.

Section XIII

Notice

Any notices or payment required hereunder shall be sent to the parties at the following addresses:

Rapid City Regional Hospital, Inc.
Regional West Center for Behavioral Health
353 Fairmont Blvd.
Rapid City, SD 57701

ATTN: Timothy Sughrue, Chief Operating Officer

City of Rapid City Department of Fire & Emergency
10 Main Street
Rapid City, South Dakota 57701

ATTN: Gary Shepherd, Fire Chief

Section XIV

Supervening Law

The parties recognize that this Agreement at all times is to be subject to applicable state, local, and federal law, including but not limited to the laws, rules and regulations and policies of all public health and safety provisions of state and federal law and regulation, and the rules and regulations of the State Department of Health. The parties further recognize that the Agreement shall be subject to amendments of such law and regulations and to new legislation such as new federal or state of South Dakota ambulance requirements.

Notwithstanding anything to the contrary in this Agreement, if any term, covenant, condition or provision of this Agreement should be deemed to violate any future statute, regulation or ordinance, or be otherwise deemed illegal (collectively, "Jeopardy Event"), then the parties shall use their best efforts to meet forthwith and attempt to renegotiate this Agreement to remove or negate the effect of the Jeopardy Event. If the parties are unable to renegotiate this Agreement as specified above, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement, except as hereafter provided. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in economic effect to the stricken provision as is legally possible. However, if either party reasonably and in good faith determines that the finding of illegality or unenforceability adversely affects the material consideration for its performance under this Agreement, then such party may, at its option, by giving written notice to the other, terminate this Agreement pursuant to Section XI.

Section XV

Assignability

The parties agree that neither party hereto shall assign this Agreement or any of the rights or obligations hereunder to any other person, firm, or corporation for any reason without the prior express written consent of the authorized representative of the other party.

Section XVI

Amendment

The parties hereto agree that the terms and conditions of this Agreement may be amended or modified at any time upon mutual consent, in writing, of the parties hereto.

Section XVII

Governing Law

The parties agree that this Agreement shall be subject to and governed by the laws of the State of South Dakota.

Section XVIII

Non-discrimination

City agrees: (a) not to differentiate or discriminate in its provision of Services to Center's patients because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation or age; and (b) to render Services to Center's patients in the same manner, and in accordance with the same standards, as offered to other patients.

Section XIX

No Influence on Referrals

It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of Center's patients to the other party or its affiliated City's, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.

Section XX

Indemnification

Each party (the "Indemnitor") shall indemnify, defend and hold the other, and its employees and agents (collectively the "Indemnitee") harmless against any claims, liability, losses or damages (collectively "Claims"), incurred by the Indemnitee which arise from any breach of this Agreement or any negligent, intentional or other tortious act or failure to act of the Indemnitor related to the performance of this Agreement. This provision shall survive the termination of this Agreement. The Indemnitee agrees to promptly notify the Indemnitor of any Claim against it which it expects to give rise to a duty of indemnity by the Indemnitor.

Section XXI

Miscellaneous

In the event any provisions hereof shall be legally unenforceable, the remaining provisions shall nevertheless be carried into effect. All section headings have been inserted for convenience only and are not to be construed as part of the Agreement itself. The waiver by any one party of any breach or failure of the other party to perform any obligations herein shall not constitute the waiver of any similar subsequent breach.

Section XXII

Integration

The parties agree that this writing and the attached Addendum A constitute the entire Agreement between them and that there are no other agreements or understandings of any kind or character except those contained herein.

By their signatures below the parties evidence they have read and understand this Agreement and agree to be bound by its terms.

HOSPITAL

Rapid City Regional Hospital, Inc.

By: _____
Its: Chief Operating Officer
Date: _____

CITY

City of Rapid City Department of Fire and Emergency Services

By: _____
Its: Mayor
Date: _____

By: _____
Its: Finance Officer
Date: _____

By: _____
Its: Fire Chief of Rapid City Department
Of Fire and Emergency
Date: _____

ADDENDUM A

ADDENDUM TO THE UNDERLYING AGREEMENT BETWEEN RAPID CITY REGIONAL HOSPITAL AND CITY OF RAPID CITY DEPARTMENT OF FIRE AND EMERGENCY SERVICES (BUSINESS ASSOCIATE AGREEMENT)

This Addendum is entered into by and between Rapid City Regional Hospital, West Center for Behavioral Health (Covered Entity) and City of Rapid City Department of Fire and Emergency Services (Business Associate) and is intended to be incorporated by this reference into the Ground Ambulance Transportation Agreement (Underlying Agreement) between these parties. All other terms and conditions contained in this Agreement, which are not in conflict with this Addendum shall remain in full force and effect.

WHEREAS the purpose of this Addendum is to comply with the provisions of the Health Insurance Portability and Accounting Act of 1996 (HIPAA);

WHEREAS HIPAA requires Business Associates of Covered Entities to agree in writing to comply with mandatory protections for the use and disclosure of Patient Health Information (PHI);

WHEREAS Rapid City Regional Hospital is a Covered Entity;

WHEREAS The City of Rapid City Department of Fire and Emergency Services is a Business Associate;

WHEREAS the Business Associate is a recipient of PHI from the Covered Entity;

THEREFORE and in consideration of the mutual protections to be afforded each party by agreeing to the Addendum, the parties agree as follows:

DEFINITIONS

- 1.1 The definitions of terms used in this Addendum shall be the same as defined in the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule).

OBLIGATIONS OF THE BUSINESS ASSOCIATE

- 2.1 Use and Disclosure of PHI. Business Associate agrees to only use or disclose the PHI as permitted or required by this Addendum, the Underlying Agreement or as required by law.
- 2.2 Protection of PHI. Business Associate agrees to implement adequate safeguards to prevent improper use or disclosure of PHI. Improper use or disclosure shall be considered use or disclosure that is not provided for in this Addendum.

- 2.3 Mitigation. Business Associate agrees to mitigate any harmful effect caused by the improper use or disclosure of PHI, which is known to the Business Associate.
- 2.4 Improper Use or Disclosure Reporting. In the event that Business Associate becomes aware of an improper use or disclosure of PHI by the Business Associate, it shall immediately notify the Covered Entity.
- 2.5 Subcontractor. Business Associate agrees that any of its agents that receive PHI, shall be bound by the same restrictions and conditions found in this Addendum that apply to the Business Associate.
- 2.6 Designated Record Set. If the Business Associate has PHI in a Designated Record Set, the Business Associate agrees to provide access of those records to the Covered Entity, whenever requested by the Covered Entity. If the Covered Entity or the Individual so request, the Business Associate shall make requested amendments to PHI contained in the Designated Record Set.
- 2.7 Records Availability. Business Associate agrees to make internal practices, books and records relating to the use and disclosure of PHI created, received from, or received by the Business Associate on behalf of the Covered Entity available to the Covered Entity or to the Secretary when requested by the Covered Entity or the Secretary.
- 2.8 Documentation of Disclosures. Business Associate agrees to document any and all disclosures of PHI and agrees to make such documentation available to the Covered Entity upon request. Business Associate's documentation should comply with the documentation necessary for an accounting of disclosure of PHI as outlined in 45 CFR § 164.528.

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 3.1 General Use and Disclosure. Except as otherwise provided for in this Addendum, Business Associate may use or disclose PHI to perform the function, activities or services for or on behalf of the Covered Entity as provided for in the Underlying Agreement, provided that such use or disclosure does not violate the Privacy Rule.
- 3.2 Specific Use and Disclosure.
- 3.2.1 Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.2.2 Except as otherwise limited in this Addendum, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or

Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- 3.2.3 Except as otherwise limited in this Addendum, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- 3.2.4 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

OBLIGATIONS OF COVERED ENTITY

- 4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 4.4 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- 4.5 Covered Entity agrees to obtain the necessary Individual consents and authorizations required by law for the use and disclosure of PHI.

TERM AND TERMINATION

- 5.1 This Addendum is effective from the date of signing and shall remain in effect until all of the PHI provided by Covered Entity to Business Associate has been destroyed or returned to Covered Entity. If it is not feasible to return or destroy the PHI, the Business Associate shall extend such protections as are necessary to ensure the PHI will remain confidential.
- 5.2 This Addendum shall be automatically terminated upon the expiration of the underlying agreement. Additionally, this Addendum shall be immediately terminated if Business Associate has breached a material term of this agreement and cure is not possible.

5.3 In the event that the Underlying Agreement is terminated, Business Associate shall immediately return or destroy all PHI given to it by Covered Entity. Business Associate shall also be responsible for the return or destruction of PHI it gave to its agents and/or subcontractors during the course of the agreement. Business Associate shall not be allowed to retain any copies of PHI. If Business Associate determines it to be infeasible to destroy or return the PHI, Business Associate agrees to take the appropriate measures to protect the PHI and to use it only for those purposes that make the return or destruction of the PHI infeasible.

MISCELLANEOUS TERMS

6.1 Both parties agree to amend this Addendum as needed in order to comply with changes to the Privacy Rule and HIPAA.

6.2 Any ambiguity in this Addendum shall be resolved to permit the Covered Entity to comply with the Privacy Rule and HIPAA.

6.3 All notices associated with this Addendum shall be provided to:

Covered Entity:
Rapid City Regional Hospital
Attn: Timothy Sughrue
353 Fairmont Blvd.
Rapid City, SD 57701

Business Associate:
City of Rapid City Dept. of Fire/Emergency
Attn: Gary Shepherd
10 Main Street
Rapid City, SD 57701

IN WITNESS THEREOF, THE PARTIES, hereto have subscribed their names.

Covered Entity:

Business Associate:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____