



7. Name and Address of Birth Center Owner(s)

*If renewing, complete only if there was any change in ownership in the past year:*

8. Current insurance:

Professional Liability (if other than JUA)	General Liability
Insurance Company: _____	Insurance Company : _____
Effective Date: _____ Expiration Date: _____	Effective Date: _____ Expiration Date: _____
Limit of Liability \$ _____	Limit of Liability \$ _____
Deductible \$ _____	Deductible \$ _____

9. Prior History:

Are there any claims or lawsuits against you or the Birth Center in the last five years? No need to include information about claims the JUA has defended.

Yes  No If Yes, give details on a separate piece of paper.

10. Are there any circumstances of which you are aware which may give rise to a claim or a lawsuit?

Yes  No

11. Has any license or accreditation for the Birth Center ever been suspended, denied or revoked?

Yes  No

12. Has any company canceled or declined to renew insurance for you or for the Birth Center?

Yes  No

**IF YOU ANSWERED "YES" TO ANY OF QUESTIONS 9-12, PLEASE PROVIDE DETAILS ON A SEPARATE SHEET OF PAPER.**

13. Have you ever had a claim or lawsuit brought against you for which an indemnity payment was made?

**Yes No**

**If yes, please note the details on a separate sheet of paper. If you were insured for the claim with an insurer other than the Washington JUA, please provide us with a loss history report/loss run from that insurer.**

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**APPLICANT REPRESENTATION, AUTHORIZATION AND RELEASE**  
**(PLEASE READ CAREFULLY)**

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I hereby represent that the information contained in this application and any supplementary submission is complete and true and that no material facts which are reasonably likely to influence the judgment of the underwriter in considering this application have been omitted. **I agree that this shall be the basis of the policy of insurance requested and that I will notify the Association of any changes contained herein.**

I acknowledge that as a condition precedent to acceptance of this application and any future renewal thereof, an inquiry and investigation of my professional background, qualifications and competence including such other underwriting or claim matters as are deemed relevant, may be conducted by the Association or its duly authorized representatives. I expressly consent to any such inquiry and investigation between any professional organizations in which I am or have been a member, their insurance consultants or agents, any hospitals at which I hold or have ever held staff privileges or have had an application for staff privileges denied, any state licensing agency, any attending or treating physicians, any prior insurance carriers, prior employers or professional associates and the Association or its duly authorized representatives. I hereby release and discharge the providers of information, the Association, its duly authorized representatives and the members or consultants of any established peer review committees from any and all legal liabilities which might otherwise be incurred as a result of any communications, reports, disclosures and recommendations made or any acts performed, in good faith, in connection with any inquiry or investigation initiated by the Association or its duly authorized representatives.

I understand that Birth Center Facility Liability Insurance issued by the JUA **excludes coverage for** claims arising out of, relating to, in consequence of or in any way involving the following circumstances occurring at any insured birth center:

- Planned breech labors and/or deliveries**
- Labors and/or deliveries of known multiple births**
- Planned labors and/or deliveries influenced by Cytotec (misoprostol)**
- Planned VBAC labors and/or deliveries**
- Use of vacuum extractors or other instrumental delivery devices**

I acknowledge that this is not an exhaustive listing of exclusions and that the scope of coverage provided by the JUA, if any, is set forth in and is governed by the language of the insurance policy itself.

**I UNDERSTAND THAT SIGNATURE OF THIS APPLICATION DOES NOT BIND THE ASSOCIATION TO COMPLETE THIS INSURANCE.**

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Applicant's Signature (If you would like to E-Sign, please  
request an E-Sign form.

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Date

(A photocopy of this Authorization shall be considered as effective and valid as the original)

## BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT and commitment is executed by Wendy Gordon Consulting, LLC, hereinafter referred to as "Business Associate".

### Recitals

Business Associate and the insured have a relationship by virtue of a professional liability policy issued by the Washington State Joint Underwriting Association to the insured, hereinafter, "Insurance Policy". Business Associate is contracted by the Washington State Joint Underwriting Association as a Third Party Administrator. Business Associate and the named insured are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulations") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Under the Privacy Regulations, the insured is a "covered entity", and, as defined by 45 C.F.R. § 164.502(e) and 45C.F.R. § 164504(e), Wendy Gordon Consulting, LLC is a business associate of the insured. Business Associate must use and/or disclose Protected Health Information in its performance of services under the Insurance Policy. Business Associate agrees to abide by the assurances, terms, and conditions contained herein in the performance of its obligations. This Agreement sets forth the manner in which Protected Health Information, that is provided to, or received by, the Business Associate from the insured, or on behalf of the insured, will be handled.

The Business Associate agrees as follows:

### Section 1: Definitions

- 1.1 Business Associate: "Business Associate" shall mean Wendy Gordon Consulting, LLC
- 1.2 Covered Entity: "Covered Entity" shall mean the insured.
- 1.3 Designated Record Set: "Designated Record Set" means "Designated Record Set" as defined in 45 C.F.R. §164.501.
- 1.4 Individual: "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g)
- 1.5 Privacy Rule: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. parts §160 and §164 subparts A and E.
- 1.6 Protected Health Information (PHI): "Protected Health Information" (PHI) shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. §164.501, limited to the information received by Business Associate from, or on behalf of, Covered Entity.
- 1.7 Secretary: "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

### Section 2: Obligations and Activities of Business Associate Business Associate agrees to the following:

- 2.1 Not to Use or Disclose PHI Unless Permitted: Business Associate agrees not to use, or further disclose, Protected Health Information other than as permitted or required by the Agreement or as required or allowed by law.
- 2.2 Use Safeguards: Business Associate agrees to use reasonable safeguards to prevent use or disclosure of the Protected Health Information other than as allowed by this Agreement or as otherwise required or allowed by law.
- 2.3 Report Inappropriate Disclosure of PHI: Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not permitted by this Agreement or by law.
- 2.4 Compliance of Agents: Business Associate agrees to require any agents, including subcontractors, to agree to the same restrictions and conditions that apply to Business Associate through this Agreement provided that such agents perform a service that the Business Associate agreed to perform for, or on behalf of, the Covered Entity under the Insurance Policy and, to whom the Business Associate provides Protected Health Information.
- 2.5 Access: To the extent the Business Associate maintains the original Designated Record Set, Business Associate agrees to provide access to Protected Health Information in the Designated Record Set, during normal business hours, provided the Covered Entity delivers prior written notice to the Business Associate, at least five business days in advance, requesting such access but only to the extent required by 45C.F.R. §164.524. It is the intent of both the Covered Entity and the Business Associate that the Business Associate not maintain the original Designated Record Set.

2.6 Amendments: To the extent the Business Associate maintains the original Designated Record Set, Business Associate agrees to incorporate any amendment(s) to Protected Health Information in the original Designated Record Set that the Covered Entity directs, pursuant to 45 C.F.R. §164.526.

2.7 Disclosure of Practices, Books and Records: Unless otherwise protected from discovery or disclosure by law or unless otherwise prohibited from discovery or disclosure by law, Business Associate agrees to make internal practices, books, and records available to the Covered Entity or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule but only to the extent such access is related to the use and disclosure of Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall have a reasonable time within which to comply with such requests and, in no case shall access be required in less than five business days after the Business Associate's receipt of such request.

2.8 Accounting: Business Associate agrees to maintain sufficient documentation to allow it to provide to Covered Entity a list of any disclosures of Protected Health Information by the Business Associate or its agents so as to allow the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528. Business Associate provides the Covered Entity with Services in accordance with Section 3.1 of this agreement which may prohibit Business Associate from disclosure of such accounting.

2.9 Release of Documentation of Disclosures: Business Associate agrees to provide to Covered Entity information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528. Business Associate shall have a reasonable time within which to comply with such requests and, in no case shall access be required in less than five business days after the Business Associate's receipt of such request.

### **Section 3: Permitted Uses and Disclosures by Business Associate**

3.1 Use of PHI for Specified Purposes: Under the Insurance Policy, the Business Associate provides the Covered Entity with services related to the Insurance Policy, hereinafter "Services" that involve the use and disclosure of Protected Health Information as defined by the Privacy Regulations. These Services may include, among others, administering the issuance of professional liability insurance; receiving and evaluating incidents, claims, and lawsuits; quality assessment; quality improvement; loss prevention tools; outcomes evaluation; protocol and clinical guidelines development; reviewing the competence or qualifications of health care professionals; evaluating practitioner and provider performance; conducting training programs to improve the skills of health care practitioners and providers; credentialing, conducting or arranging for medical review; arranging for legal services; conducting or arranging for audits to improve compliance; resolution of internal grievances, and other functions necessary to perform these Services. Except as otherwise specified herein, the Business Associate may make any uses of Protected Health Information necessary to perform its obligations under this Agreement and under the Insurance Policy. Moreover, the Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement: (i) to its employees, subcontractors, and agents, in accordance with paragraphs Section 3.2 through 3.4 of this Section below; or (ii) as otherwise permitted by the terms of this Agreement. All other uses not authorized by this Agreement are prohibited.

3.2 Use of PHI for Business Associate Management and Administration: Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.3 Disclosure Required by Law or With Reasonable Assurances: Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate and to carry out its legal responsibilities, provided that disclosures are required by law, or provided that the Business Associate obtains the following reasonable assurances from the person or entity to whom the Protected Health Information is disclosed; 1) the PHI will remain confidential; 2) the PHI will be used or further disclosed only as required by law or for the purposes for which it was disclosed; and, 3) the person or entity will notify the Business Associate of any instances of which the person or entity is aware in which the confidentiality of the information has been breached.

3.4 Data Aggregation Services: Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(0)(3).

### **Section 4: Impermissible Requests by Covered Entity**

4.1 Business Associate understands that the Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that, despite this Section 4, Business Associate may use or disclose Protected Health Information for data aggregation or management and administrative activities of Business Associate as is otherwise permitted by this Agreement.

**Section 5: Term and Termination**

5.1 Term: The Term of this Agreement shall be effective during the term of the Insurance Policy and shall terminate when all of the Protected Health Information 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 not feasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

5.2 Termination for Cause: Upon Covered Entity's knowledge of a material breach by Business Associate of this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this Agreement, and Business Associate agrees to such immediate termination, if Business Associate has breached a material term of this Agreement and cure is not possible.

5.3 Effect of Termination: Upon termination of the Insurance Policy, the protections of this Agreement will remain in force and Business Associate shall make no further uses and disclosures of Protected Health Information except for the proper management and administration of its business or to carry out its legal responsibilities or as required by law.

**Section 6: Miscellaneous Provisions**

6.1 Regulatory References: A reference in this Agreement to a section in the Privacy Rule means the Section in effect or as amended, and for which compliance is required.

6.2 Amendment: The Business Associate agrees to take such action as is necessary to amend this Agreement from time to time as is necessary, as determined by the Business Associate, for compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191 as determined by the Business Associate.

6.3 Survival: The rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and the termination of the Insurance Policy.

6.4 Interpretation: Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

Business Associate

Policyholder Representative

Wendy Gordon DM, MPH, CPM

Print Name

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



Signature

\_\_\_\_\_   
 Signature

Wendy Gordon Consulting, LLC for the Washington State Joint Underwriting Association as a Third Party Administrator

\_\_\_\_\_   
 Company (If Applicable)

\_\_\_\_\_   
 Company

\_\_\_\_\_   
 Date: