

**TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      DATE: 10/24/2013**

**RE:** *Approval of an Interlocal Agreement between Immunize Nevada and Southern Nevada Health District*

---

**PETITION #27-13**

**That the Southern Nevada District Board of Health** *approves the attached Interlocal Agreement between Immunize Nevada and Southern Nevada Health District.*

**PETITIONERS:**

*rw*  
*BS* **Richard W. Cichy, Community Health Nurse Manager**  
**Bonnie Sorenson, Director of Clinics/Nursing Services**  
**Elaine Glaser, Director of Administration**  
**Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer** *JPI*

**DISCUSSION:**

The Southern Nevada Health District will provide Influenza and Tdap Vaccines at various Clark County Schools between October 10, 2013 and May 3, 2014 in support of Immunize Nevada's School based vaccination grant.

**FUNDING:**

Immunize Nevada will reimburse SNHD Nursing and Clerical staff for salary cost and other expenses occurred to support Immunize Nevada's School Clinic project spent on this project at current hourly rates.

**AGREEMENT FOR THE PROVISION OF  
SCHOOL IMMUNIZATION CLINIC SERVICES  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
IMMUNIZE NEVADA**

This Agreement ("Agreement") is made and entered into by and between Immunize Nevada, ("Immunize Nevada") located at 5830 W. Flamingo Road, Las Vegas, Nevada 89103 and Southern Nevada Health District, ("SNHD"), located at 330 S. Valley View Boulevard, Las Vegas Nevada 89107 (collectively referred to herein as the "Parties").

**1. PURPOSE**

SNHD will assist Immunize Nevada in the implementation of the 2013-2014 School Immunization Campaign as described below.

**2. TERMS AND CONDITIONS**

**2.1 Effective Dates.** The effective date of this Agreement is the date of the signature of authorized representatives last affixed to this Agreement.

**2.2 Termination Date.** This Agreement will terminate on June 30, 2014, unless otherwise terminated as provided herein.

**2.2 Cancellation.** Each Party reserves the right to cancel this Agreement by providing written notification thirty (30) days prior to cancellation. Unless mutually agreed otherwise, SNHD will continue to provide the program services defined in this Agreement during the period of notification.

**3. RESPONSIBILITIES OF SNHD AND IMMUNIZE NEVADA**

**3.1 SNHD Agrees To Do The Following:**

- a) Provide Immunize Nevada a point of contact for the School Immunization Clinics;
- b) Provide Immunize Nevada with an approximate number for each of the following who desire vaccination: (1) students and (2) faculty/staff ;
- c) Coordinate with Immunize Nevada to determine School Immunization Clinic dates and appropriate facility locations;
- d) Provide Immunize Nevada with a complete list of the facilities where School Immunization Clinics will take place;
- e) Provide VFC vaccine, emergency medications, and all other related clinic supplies
- f) Dispose of all biohazard waste per SNHD policy;
- g) SNHD will complete Vaccine Adverse Event Reporting System ("VAERS") reports for adverse events associated with the vaccine;
- h) Collect all vaccine consent forms at the end of each clinic and enter records into the SNHD WebIZ; by SNHD nursing staff
- i) Collect completed parental consent forms from students;
- j) Provide staff to administer vaccines appropriately within SNHD protocols and procedures; and

- k) Provide monthly expense report to Immunize Nevada for reimbursement to the SNHD for expenses to include Nursing and Clerical salary cost and other incurred expenses has required.

### **3.2 Immunize Nevada Agrees To Do The Following:**

- a) Provide SNHD with a point of contact for the School Immunization Clinics;
- b) Order and assume all costs for private-pay vaccine for delivery to SNHD;
- c) Coordinate with the School and SNHD to determine School Immunization Clinic dates;
- d) Coordinate with the School point of contact to determine approximate number of vaccines needed for students and faculty/staff for immunization clinic dates;
- e) Provide printing of an information packet for each student to include a letter for each parent, the parental consent form and privacy statements;
- f) Assist in determining the number of Spanish language information packets needed.
- g) Coordinate sending home with all students the Information packet to include the parent letter, parent consent form and privacy statements;
- h) Provide electronic access for parents/faculty to the Centers for Disease Control and Prevention (CDC) Vaccine Information Statements (VIS);
- i) Provide paper copies of Centers for Disease Control and Prevention (CDC) Vaccine Information Statements (VIS);
- j) Review confidentiality guidelines with School staff assisting with the School Immunization Clinic;
- k) Provide staff to manage and supervise the School Immunization Clinic;
- l) Coordinate with the School and SNHD point of contact to ensure appropriate staff is available to implement needed roles for the School Immunization Clinic;
- m) Provide appropriate staff to fulfill roles in the School Immunization Clinic that the School or SNHD cannot provide;
- n) Keep and maintain all billing information at all vaccine sites/locations; with the use of CCSD Security Personnel;
- o) Bill all third party insurers for vaccines administered as appropriate; according to HIPAA guidelines;
- p) Provide program reporting;
- q) Provide any training requested;
- r) Ensure students present to immunization clinic with a properly signed consent;
- s) Make reasonable efforts to provide assistance with the vaccination clinic (e.g., ask for parent volunteers to assist with clinic set-up; accompanying students; assisting with clinic flow);
- t) Use available marketing methods to promote use of the School Immunization Clinic;
- u) Notify parents of the dates and times of their child's School Immunization Clinic;

- v) In conjunction with School will do a "parent call out" (script will be provided, by Immunize Nevada) approximately 1 week prior to scheduled immunization clinic date; and
- w) Immunize Nevada will reimburse SNHD Nursing and Clerical staff for salary cost and other expenses occurred to support Immunize Nevada's School Clinic project spent on this project at current hourly rates.

#### **4. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE**

4.1 Immunize Nevada has procedures and policies concerning the prevention and reporting of fraud, waste and abuse ("FWA") in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or School shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

4.2 Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act includes "whistleblower" remedies for employees who are retaliated against in their employment for reporting violations of the Act. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and state laws prohibiting false claims and Immunize Nevada's policies and procedures regarding false claims may be obtained from the agency's Contract Officer or Bureau of Business Management.

4.3 Any employee, agent, or contractor of Immunize Nevada who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

4.4 If SNHD or SNHD's agents or employees have reason to suspect FWA relative to the services provided pursuant to this Agreement, this information should be reported by SNHD, its agents and/or employees should be reported in confidence to Immunize Nevada.

4.5 SNHD will inform its employees of the existence of Immunize Nevada's policy prohibiting FWA and Immunize Nevada's procedures for reporting FWA.

#### **5. BILLING SERVICES**

At all vaccines sites, Immunize Nevada will provide claims and billing support and services whereby Immunize Nevada will file insurance claims with government and commercial companies by electronic and paper means on behalf of SNHD.

#### **6. LICENSES**

The Parties agree that during the term of this Agreement, each Party shall maintain its respective federal and state licenses, certifications, and accreditations required for the

provision of services herein.

**7. EXPENSES**

Immunize Nevada will reimburse SNHD for costs inclusive of nursing and clerical staff salary costs and other incurred expenses has required.

**8. NOTICE**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below.

SNHD  
Director of Administration  
330 S Valley View Blvd.  
Las Vegas, NV 89107

Immunize Nevada  
Heidi S. Parker, MA  
Executive Director  
427 Ridge St, Suite C  
Reno, NV 89501

**9. PROPER AUTHORITY**

The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services contemplated herein.

**10. EVALUATION OF Agreement**

Appropriate staff of SNHD and Immunize Nevada may meet monthly to evaluate this Agreement based on the responsibilities for each Party listed under Section 3, Responsibilities of SNHD and Immunize Nevada, of this Agreement.

**11. HIPAA/HITECH AND CONFIDENTIALITY**

To comply with the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act, to protect the security, confidentiality, and integrity of protected health information, the Parties will execute a Business Associate Agreement in the form of Exhibit A attached hereto and incorporated by reference herein.

**12. GENERAL PROVISIONS**

**12.1 Indemnification.** Neither Party waives any right or defense to indemnification that may exist in law or equity. Each Party shall remain liable for its own negligence in accordance with the general laws of the state of Nevada.

**12.2 Applicable Law.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Nevada.

**12.3 Entire Agreement and Modification.** This Agreement represents the entire and integrated agreement between the Parties and supersedes any prior negotia-



tions, representations and agreements, whether written or oral. Any changes to this Agreement, which are mutually agreed upon between Immunize Nevada and SNHD, shall be incorporated in a written amendment to this Agreement and will not become effective until signed by each Party.

**12.4 Assignment.** Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

**12.5 Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third Party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.

**12.6 Nondisclosure.** To the extent permitted by law, the Parties agree that neither will disclose the location of a vaccine distribution or storage site or an administration site or the nature of this effort except as is necessary to fulfill its mission, and pursuant to statutory and regulatory responsibilities.

**12.7 Non-Discrimination.** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this Agreement on the grounds of race, handicap, color, sex, religion, age, health status or national origin.

**12.8 Public Records.** Pursuant to NRS 239.010, information or documents, including this Agreement, may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

**12.9 Severability.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

**12.10 Independent Entities.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of services pursuant to this Agreement. SNHD and Immunize Nevada are independent entities and nothing contained herein shall be construed or deemed to create a relationship of employer and employee, principal and agent, partners, or any relationship other than that of independent parties voluntarily cooperating with each other solely for the purpose of carrying out the provisions herein.

**12.11 Waiver of Breach.** Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

## 12.12 Execution in Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

**12.13 Insurance.** The Parties agrees to maintain professional malpractice and general liability insurance, or self-insurance, as applicable, and may be required to provide the other Party with satisfactory evidence of such coverage for their respective entities and employees.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the Effective Date.

Immunize Nevada

Southern Nevada Health District

By: \_\_\_\_\_  
Heidi S. Parker, MA  
Executive Director

By: \_\_\_\_\_  
Joseph P. Iser, MD  
Chief Health Officer

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

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

**Business Associate Agreement  
Between Southern Nevada Health District  
And  
Immunize Nevada**

This Business Associate Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 between the Southern Nevada Health District ("Covered Entity"), and Immunize Nevada ("Business Associate"), Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties".

**WITNESSETH:**

WHEREAS, Covered Entity is subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191; and

WHEREAS, Business Associate provides services to Covered Entity pursuant to one or more contractual relationships, said Agreements are detailed below and are hereinafter referred to as "Service Agreement," and

WHEREAS, in the course of fulfilling its responsibilities under such Service Agreement, Business Associate may have access to, use, and/or disclose Protected Health Information (as defined below); and

WHEREAS, Service Agreement are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

WHEREAS, in accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, which require Covered Entity to have a written agreement with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard any Protected Health Information that Business Associate may receive (if any) from or on behalf of Covered Entity, and, therefore, execute this Agreement.

**I. AGREEMENTS AFFECTED BY THIS BUSINESS ASSOCIATE AGREEMENT**

Business Associate will provide services to Covered Entity pursuant to the following contractual relationship, hereinafter referred to as "Service Agreement."

**Memorandum of Understanding for The Provision of School Immunization Clinic Services Between Southern Nevada Health District and Immunize Nevada**

**II. DEFINITIONS**

Any terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160 and 164.

- a) "Breach" means the acquisition, access, use, or disclosure of PHI a manner that is not permitted under the privacy regulations which compromises the security or privacy of the PHI. Any unpermitted access, use, or disclosure is



presumed a breach absent a demonstration of a low probability that the PHI has been compromised.

- b) "Protected Health Information" (PHI) means individually identifiable health information including, without limitation, all data, documentation, demographic, medical, and financial information collected from an individual which relates to the past, present, or future physical or mental health, condition, provision of health care, or payment for the provision of health care to an individual. PHI includes without limitation "Electronic Protected Health Information" as defined below.
- c) "Electronic Protected Health Information" (ePHI) means PHI which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.
- d) "Required by Law" has the same meaning as the term "required by law" in 45 CFR § 164.103.
- e) "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

### III. BUSINESS ASSOCIATE CONFIDENTIALITY REQUIREMENTS (Privacy Rule)

Business Associate acknowledges and agrees:

- i) To fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by this Agreement, the Service Agreement, or as Required by Law. In case of any conflict between this Agreement and the Service Agreement, this Agreement shall govern.
- ii) That all PHI created, received, maintained, or transmitted by Covered Entity and disclosed or made available in any form or format by Covered Entity or its operating units to Business Associate or is created, received maintained or transmitted by Business Associate on Covered Entity's behalf shall be subject to this Agreement.
- iii) To use or disclose any PHI solely for meeting its obligations as set forth in the Service Agreement(s) and as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity.
- iv) To ensure all such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements.
- v) To obtain satisfactory assurances in accordance with 45 CFR § 164.314 from any agent, including any subcontractor, to whom Business Associate provides PHI received from, created, maintained, or received by Business Associate on behalf of Covered Entity.
- vi) To fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the Privacy Rule.
- vii) To comply, pursuant to the HITECH Act, with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§

164.502(e) and 164.504(e)(1)(ii), as applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be “marketing” under the HITECH Act.

#### IV. BUSINESS ASSOCIATE SECURITY REQUIREMENTS (Security Rule)

Business Associate acknowledges and agrees:

- i) To comply with the HITECH Act and its implementing regulations and requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, to the extent such requirements are applicable to Business Associate.
- ii) To use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by the Service Agreement(s), this Agreement, or as Required by Law. This includes the implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect the Covered Entity’s PHI against any reasonably anticipated threats or hazards, utilizing the technology commercially available to the Business Associate. Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training, and sanctions of its workforce member.
- iii) To notify the Covered Entity immediately upon discovery of a breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the Covered Entity’s breach analysis procedures, including risk assessment, if requested.
  - a. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.
  - b. Business Associate shall initiate an investigation and correct the violation within 30 days from when the Business Associate knew or had constructive knowledge of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and
- iv) To comply with all breach notification requirements pursuant to 45 CFR Part 164 regulations. Business Associate will handle and pay all costs for any breach notifications to individuals, the HHS Office for OCR, and potentially the media, on behalf of the Covered Entity for breaches determined to have resulted from the Business Associate actions and/or its subcontractors.

#### V. BUSINESS ASSOCIATE PERMITTED USES AND DISCLOSURES

Notwithstanding the prohibitions otherwise set forth in this Agreement, Business Associate may use and disclose PHI as follows:

- i) As necessary and/or specified in the Service Agreement, to perform functions, activities, or services for or on behalf of Covered Entity provided that such use

or disclosure would not violate the Privacy and Security Rule if done by Covered Entity.

- ii) As necessary, for the proper management and administration of Business Associate to carry out the legal responsibilities of Business Associate for or on behalf of Covered Entity as specified in the Service Agreement, provided that any such use or disclosure, is Required by Law.
- iii) If Business Associate discloses any PHI to any third party, Business Associate must obtain reasonable assurances from such person(s) that the PHI will be maintained confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality, integrity, and/or availability of the PHI is breached immediately upon becoming aware.
- iv) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- v) The Secretary of Health and Human Services has the right to audit Business Associate's records and practices related to the use and disclosure of PHI to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.
- vi) Business Associate shall report to Covered Entity any use or disclosure of PHI which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware including breaches of unsecured protected health information. In the case of an unsuccessful attempt to gain unauthorized access, Business Associate need only notify the Covered Entity of an attempt that had a reasonable probability of success.
- vii) Business Associate agrees to pay all costs of notification and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, or to indemnify Covered Entity for all costs of notification and mitigation incurred by Covered Entity.

## VI. TERMINATION

- i) Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement.
- ii) If Covered Entity reasonably believes that Business Associate has violated a material term of this Agreement, where practicable, Covered Entity shall either:
  - a. Give written notice to Business Associate with an opportunity to reasonably and promptly cure or end the violation and terminate the Agreement if the Business Associates does not cure the breach or end the violation within the reasonable time specified; or
  - b. Terminate this Agreement and the Service Agreement immediately.

- iii) At termination of the Service Agreement, or upon request of Covered Entity, Business Associate will return or destroy all PHI received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information.
  - a. If such return or destruction is not feasible, Business Associate shall provide written assurances as to the means of continued protection of the data and extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.
  - b. Business Associate shall consult with the Covered Entity as necessary to assure an appropriate means for the return and/or destruction of any PHI and notify the Covered Entity in writing when such destruction is complete.
  - c. If PHI is returned, the Parties shall document when the PHI has been received by the Covered Entity.

## VII. MISCELLANEOUS

- i) The Parties agree that the provisions of HIPAA and the HITECH Act that apply to business associates and that are required to be incorporated by reference in a business associate agreement are incorporated into this Agreement between Business Associate and Covered Entity as if set forth in this Agreement in their entirety and are effective as of the Applicable Effective Date and as amended.
- ii) Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available PHI to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains PHI electronically, it agrees to make such PHI electronically available to the applicable individual. Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make PHI available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.
- iii) Except as expressly stated herein or the HIPAA Security and Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties.
- iv) The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the Parties, and shall continue

to bind Business Associate, its subcontractors, agents, employees, contractors, successors, and assigns as set forth herein.

- v) This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- vi) The Parties are independent entities and nothing contained herein shall be construed or deemed to create a relationship of employer and employee, principal and agent, partners, or any relationship other than that of independent parties voluntarily cooperating with each other solely for the purpose of carrying out the provisions herein.
- vii) This Agreement will be governed by the laws of the State of Nevada.
- viii) Failure to declare a breach or the actual waiver of any particular breach of the Agreement or Service Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- ix) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.
- x) Any reference in this Agreement to a section in the Privacy and/or Security Rule means the section as in effect or as amended.
- xi) In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Chief Health Officer or Designee

Title: \_\_\_\_\_

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

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