

TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** 11/26/2013

RE: *Approval of an Interlocal Contract between the University Medical Center of Southern Nevada and Southern Nevada Health District*

PETITION #35-13

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

PETITIONERS:

Richard W. Cichy, *Community Health Nurse Manager*

Bonnie Sorenson, *Director of Clinics/Nursing Services*

Joseph P. Iser, MD, DrPH, MSc, *Chief Health Officer*

RWC
BS.
JPI

DISCUSSION:

The University Medical Center of Southern Nevada will provide an Epidemiologist for a minimum of 7.5 hours per week, for the treatment and care of SNHD Tuberculosis Prevention Program clients.

FUNDING:

The Southern Nevada health District shall pay the contractor within normal payment cycles the total reimbursement amount of \$1,000.00 weekly or \$52,000.00 per year. Any additional hours over the base hours of seven and half (7 ½) hours weekly will be reimbursed at \$135.00 per hour.

**INTERLOCAL AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
NOVEMBER 2013**

THIS INTERLOCAL AGREEMENT is by and between the SOUTHERN NEVADA HEALTH DISTRICT (SNHD) and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (CONTRACTOR) (collectively referred to herein as "Parties").

WHEREAS, the SOUTHERN NEVADA HEALTH DISTRICT has been established pursuant to Nevada Revised Statutes (NRS) Chapter 439 as the public health authority for the County of Clark and the Cities of Las Vegas, North Las Vegas, Henderson, Mesquite, and Boulder City; and

WHEREAS, SNHD desires to provide or obtain services and/or goods described in Attachment(s) hereto;

WHEREAS, CONTRACTOR desires to obtain from or provide to SNHD services and/or goods described in Attachment(s) hereto;

WHEREAS, SNHD and CONTRACTOR desire to provide in writing a full statement of their respective rights and obligations in connection with their mutual agreement in furtherance of the above described purposes;

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, SNHD AND CONTRACTOR establish a cooperative relationship wherein CONTRACTOR wishes to contract with SNHD for the ability to diagnose, examine, test and treat SNHD patients with Tuberculosis pursuant to NRS 441A.370;

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

1. **CONTRACT TERM.** This Interlocal Agreement shall be effective upon full execution to November 30, 2014, unless sooner terminated by written notification by either Party as set forth in this Interlocal Agreement. Any extension, if necessary to this Interlocal Agreement, shall be mutually agreed upon in writing by both Parties and contingent upon prior authorization in writing to SNHD by Clark County Office of Emergency management for extension of the Interlocal Contract providing funds for this Interlocal Agreement. Any written notifications of termination must be provided to:

If to Hospital: University Medical Center
Attn: Chief Executive Officer
1800 W. Charleston Blvd.
Las Vegas, NV 89102

If to SNHD: Southern Nevada Health District
Attn: Chief Health Officer
330 S. Valley View Blvd
Las Vegas, NV 89107

2. **INCORPORATED DOCUMENTS.** The services to be performed and/or the goods to be provided and the consideration therefore shall be specifically described in the attachments to this Interlocal Agreement, which are incorporated into this Interlocal Agreement and are specifically a part of this Interlocal Agreement, as follows:

ATTACHMENT A: SCOPE OF WORK
ATTACHMENT B: PAYMENT

3. **TERMINATION.** This Interlocal Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party without cause. This Interlocal Agreement shall be terminated immediately if for any reason State and/or Federal funding ability, or private grant funding ability, budgeted to satisfy this Interlocal Agreement is withdrawn, limited, or impaired.

4. **BOOKS AND RECORDS.** Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Interlocal Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party for a minimum of three years, and for five years if any federal funds are used pursuant to this Interlocal Agreement, from the date of termination of this Interlocal Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.

5. **BREACH; REMEDIES.** Failure of either Party to perform any obligation of this Interlocal Agreement shall be deemed a breach. Except as otherwise provided for by law or this Interlocal Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, reasonable fees and costs.

6. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Interlocal 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.

7. **LIMITED LIABILITY.** The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Interlocal Agreement liability of both Parties shall

not be subject to punitive damages. To the extent applicable, actual Interlocal Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

8. **FORCE MAJEURE.** Neither Party shall be deemed to be in violation of this Interlocal Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excusing Party is obligated to promptly perform in accordance with the terms of the Interlocal Agreement after the intervening cause ceases.

9. **INDEMNIFICATION.** To the extent expressly authorized by Nevada Statutes, neither Party waives any right or defense to indemnification that may exist in law or equity.

10. **SEVERABILITY.** If any provision contained in this Interlocal Agreement is held to be unenforceable by a court of law or equity, this Interlocal Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Interlocal Agreement unenforceable.

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

12. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law or this Interlocal Agreement, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Interlocal Agreement), or any other documents or drawings, prepared or in the course of preparation by either Party in performance of its obligations under this Interlocal Agreement shall be the joint property of both Parties.

13. **PUBLIC RECORDS; CONFIDENTIALITY.** Pursuant to NRS 239.010, information or documents, including this Interlocal Agreement, and any other documents generated incidental thereto may be open by SNHD and CONTRACTOR to public inspection and copying. Any record which is made confidential by law or a common law balancing of interests shall not be disclosed only to the extent that such information is made confidential by law or a common law balancing of interests.

14. **PROPER AUTHORITY.** The Parties hereto represent and warrant that the person executing this Interlocal Agreement on behalf of each Party has full power and authority to enter into this Interlocal Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.

15. **ENTIRE INTERLOCAL AGREEMENT; MODIFICATION.** This Interlocal Agreement and its incorporated attachment(s) constitute the entire Interlocal Agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Interlocal Agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Interlocal Agreement, no modification or amendment to this

Interlocal Agreement shall be binding upon the Parties unless the same is in writing and signed by the Parties hereto.

16. GOVERNING LAW; JURISDICTION; MEDIATION. This Interlocal Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the jurisdiction of the Nevada district courts for enforcement of this Interlocal Agreement. In the event of a dispute between the Parties regarding this Interlocal Agreement, and as a condition precedent to litigation between the Parties, the Parties will undertake in good faith mediation with a mediator qualified as such with the Eighth Judicial District Court.

17. NOTICES. All notices or other communications required or permitted to be given under this Interlocal 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, post prepaid on the date posted, and addressed to the other Party at the address set forth herein.

18. INDEPENDENT CONTRACTOR. In the performance of Services under this Agreement, CONTRACTOR and SNHD shall at all times be independent contractors. CONTRACTOR is not as an employee or agent of SNHD. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties.

19. 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.

SOUTHERN NEVADA HEALTH DISTRICT

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

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

10/23/13
Date

Brian Brannman
Brian Brannman
Chief Executive Officer

10/23/13
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Annette L. Bradley, Esq.
Annette L. Bradley, Esq.
Attorney for Southern Nevada Health District

Lisa Logsdon, Esq.
Lisa Logsdon, Esq.
Clark County Deputy District Attorney

**ATTACHMENT A
SCOPE OF WORK
TO INTERLOCAL AGREEMENT BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

CONTRACTOR SHALL:

- 1) Provide the services of an Epidemiologist for a minimum of seven and a half (7 ½) hours weekly, with the option for additional hours as mutually agreed upon by both Parties to SNHD's Tuberculosis (TB) Clinic.
- 2) Epidemiologist will provide medical care to patients at the SNHD Tuberculosis (TB) Clinic. Medical services will include, but not be limited to:
 - Active and Latent TB case care and management;
 - Management of the Class B Immigration Clinic cases; and
 - Review of lab results and other related TB patient issues.
- 3) Additionally, some of the Epidemiologist time might be spent off-site of the SNHD TB Clinic working with other community medical staff, performing document review, participation in regulatory inspections, or other tasks as need pertaining to the management of and medical care provided at the SNHD TB Clinic.
- 4) Possess a valid and unlimited license to practice medicine pursuant to the laws of the State of Nevada.
- 5) Ensure that assessment of patients meet the standards set forth by the Chief Health Officer in accordance with recommendation, guidelines, and standards described in Nevada Revised Statutes Chapter 441A.
- 6) Be, and remain, a participating provider in the Medicare and Medicaid programs, and with any managed care program with which SNHD is now or hereafter becomes affiliated.
- 7) Maintain workers' compensation insurance as required by Nevada law.
- 8) Provide reasonable advance notice to SNHD of vacation or other scheduled absent time.
- 9) Maintain medical malpractice insurance in the minimum amount of One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate. This minimum amount may represent coverage in any combination of primary and excess amounts, and CONTRACTOR will provide SNHD with a certificate of insurance evidencing that this coverage has been obtained.

**ATTACHMENT B
PAYMENT
TO INTERLOCAL AGREEMENT BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

SNHD SHALL:

In full consideration for the services provided pursuant to this Interlocal Agreement, and Attachment A, Scope of Work, SNHD shall pay CONTRACTOR within normal payment cycles the total reimbursement amount \$1,000 weekly or \$52,000 per year. Any additional hours over the base hours of seven and a half (7 ½) hours weekly will be reimbursed at \$135.00 per hour.

CONTRACTOR SHALL:

- 1) Submit to SNHD written invoices monthly for reimbursement.

EXHIBIT A

Business Associate Agreement

This Agreement is made effective the ____ of October 2013, by and between University Medical Center of Southern Nevada (hereinafter referred to as "Business Associate"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and Southern Nevada Health District, hereinafter referred to as "Covered Entity", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity pursuant to the following contractual relationship, hereinafter referred to as "Underlying Agreement:"

INTERLOCAL AGREEMENT BETWEEN SOUTHERN NEVADA HEALTH DISTRICT AND UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA NOVEMBER 2013

Pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules and provide services to Covered Entity; and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

(iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

(i) To notify the Covered Entity HIPAA Program Management Office immediately upon discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

(iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

(i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information 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, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

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. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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 addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: Joseph P. Iser, MD
Joseph P. Iser, MD
Title: CHIEF HEALTH OFFICER
Date: 10/23/13

By: _____
Title: _____
Date: _____