



**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SUNNYSIDE, WASHINGTON,
APPROVING AN AGREEMENT WITH SUNNYSIDE COMMUNITY HOSPITAL
FOR AMBULANCE SERVICES TRANSPORT AGREEMENT**

WHEREAS, the City of Sunnyside provides ambulance and emergency medical services through its Fire Department; and

WHEREAS, the City of Sunnyside and Sunnyside Community Hospital have concluded negotiations on a successor agreement regarding the provision of ambulance services and the compensation, terms and conditions for such service; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the Agreement attached hereto as Exhibit "A" and incorporated herein by this reference, by and among the City of Sunnyside and Sunnyside Community Hospital, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 14th day of April, 2014.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, OMC, CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP, PLLC
Attorneys for the City of Sunnyside

AGREEMENT FOR AMBULANCE TRANSPORT SERVICES

**City of Sunnyside
And
Sunnyside Community Hospital**

THIS AGREEMENT is entered into by and between the CITY OF SUNNYSIDE and SUNNYSIDE COMMUNITY HOSPITAL ASSOCIATION for the purposes set forth herein to provide transport of patients to and from the Sunnyside Community Hospital by the ambulance service operated by the City of Sunnyside Fire Department.

I. Recitals

- A. CITY OF SUNNYSIDE, hereinafter called "City", is a municipal corporation of the State of Washington, with City Hall located at 818 E. Edison Avenue, Sunnyside, Washington 98944.
- B. SUNNYSIDE COUMMITY HOSPITAL ASSOCIATION, hereinafter called "Hospital", is a non-profit corporation duly organized and existing under the laws of the State of Washington, operating as a hospital and medical care facility, with offices and facilities at 1016 Tacoma Avenue, Sunnyside, Washington 98944.
- C. Hospital provides medical services to patients, including medically indigent, underinsured and uninsured citizens of Sunnyside, Washington and the surrounding communities ("Medically Indigent Patients"), and requires ambulance services for Hospital patients, including Medically Indigent Patients.
- D. City operates and maintains the Sunnyside Fire Department which includes ambulance service (hereinafter called the "Department Ambulance"), which ambulance service is operated as a public utility of the City of Sunnyside.
- E. The parties have previously entered into agreements pertaining to cooperative participation in providing such ambulance service to the community and to the ambulance service area. The parties desire to establish a cooperative procedure for transport services for patients served by the Hospital.

II. Agreement

- 1. Ambulance Transport for Hospital. When and if the Hospital determines that a Hospital patient, including any Medically Indigent Patient, must or should be transported from Hospital to another facility or location within Yakima or Benton Counties, or if a patient, including any Medically Indigent Patient, is to be transported from the Hospital to the Sunnyside Municipal Airport, Hospital shall notify the Department Ambulance of the transport requirement. Transport shall be scheduled consistent with the medical needs of the patient and other demands of

EXHIBIT "A"

the Department Ambulance. The Hospital may utilize other ambulance services, without adjustment in compensation to the City in the event:

- (a) The patient has requested another ambulance service, cabulance, or other means of transport; or
 - (b) If another ambulance service transported the patient to the Hospital and patient needs immediate transport to a facility providing a higher level of treatment or medical service, and the same ambulance is present and available to make such transport.
2. Provision of Department Ambulance Service. Department Ambulance shall provide sufficient ambulance and crew in a timely manner, either BLS or ALS as necessary, for all transports from Hospital to other designated locations or facilities. Should Department Ambulance determine it is unable to provide the necessary crew and/ or vehicle for the requested transport, Department Ambulance shall refer the request for transport to another provider.
3. Fixed Compensation. To cover in part the difference between the City's collections and the City's expenses of providing uncompensated ambulance services for Medically Indigent Patients, Hospital shall pay to the City the fixed amount of \$12,500 per calendar quarter, with the first quarter of 2014 payable upon signing of this agreement, and thereafter payable on the 15th day of the second month of the quarter.
4. Term of Agreement. The term of this agreement shall be effective January 1, 2014 and shall continue until December 31, 2015, unless earlier terminated as hereinafter provided. The parties contemplate an annual review of this agreement.
5. Ambulance Supplies. To further subsidize the City's provision of otherwise uncompensated ambulance services to Medically Indigent Patients, the Hospital has furnished medical supplies and materials for the ambulance, which are necessary for Hospital patients. The Parties shall exercise good faith to establish a standard ambulance supply package, and the supplies furnished shall be accounted for and reviewed at least annually. The Hospital shall continue to provide the medical supplies necessary to treat its patients during the term of this Agreement, provided, however, the Hospital reserves the right to limit the amount of supplies furnished.
6. Construction and Performance. This agreement shall be construed in accordance with the laws of the State of Washington, and shall be performed by both parties in conformity with applicable laws and regulations pertaining to provisions of medical services and ambulance services.
7. Termination. This agreement may be terminated by either party by delivery of written notice of termination at least ninety (90) days prior to the effective date of

EXHIBIT "A"

termination. Written notice of termination will be deemed delivered upon personal delivery of such notice to the Office of the City Manager of the City, or the Office of the Chief Executive Officer of the Hospital, or upon deposit of such notice in the United States mail, postage prepaid, addressed to the last known address of record of such officers.

8. Protected Health Information. The parties acknowledge the City is a “business associate” of the Hospital pursuant to the privacy and security regulations of the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”). The City shall enter into “business associate agreement” attached hereto as **Exhibit A** with the Hospital which provides that the City may use and disclose protected health information created or received by the City on behalf of the Hospital to the limited extent necessary for the proper management and administration of the City or to carry out the City’s legal responsibilities, provided that:
 - a) Such disclosure is required by law, or
 - b) City obtains reasonable assurances from the person to whom the protected health information is disclosed that (i) the protected health information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (ii) the City will be notified of any instances of which the person is aware in which the confidentiality of the information is breached.
9. Hold Harmless. City and Department Ambulance agree to hold harmless Hospital, its physicians, employees, board, and officers from any liability of performance of this agreement, except to the extent such liability is caused by the sole negligence of Hospital, its employees, agents or staff.

Hospital agrees to hold harmless City and Department Ambulance, their elected officials, officers and employees, from liability of Hospital arising out of Hospital’s performance of this agreement, except to the extent such liability is caused by the sole negligence of City and/ or Department Ambulance, its employees, agents or officials.

10. Amendment. This agreement shall not be amended except in writing signed by parties.
11. Participation in Federal Healthcare Programs. Department Ambulance is, and for the term of this agreement will remain, eligible to participate in the Medicare, Medicaid, TRICARE and other federal healthcare programs, and has not been, and during the term of this agreement will not be, sanctioned by the U.S. Department of Health and Human Services Office of the Inspector General as set forth on the Cumulative Sanctions Report, or excluded by the General Services

EXHIBIT "A"

Administration as set forth on the List of Excluded Individuals and Entities [see <http://oig.hhs.gov/exclusions> and <https://www.sam.gov/portal/public/SAM/>].

12. Referrals. The parties acknowledge and agree that all payments and provision of medical supplies hereunder is not in return for, does not vary with, or take into account or reflect the volume or value of referrals or other business generated between the parties.

13. Access to Books and Records of Subcontractor. Upon the written request of the Secretary of the Department of Health and Human Services or the Comptroller General or any of their duly authorized representatives, City will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If City carries out any of the duties of this agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, City agrees to include this requirement in any such subcontract. Nothing in the foregoing sentence shall be construed to permit City to enter into any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1861(v)(1)(I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by the Hospital or City by virtue of this agreement.

WHEREFORE, this agreement is deemed executed and effective this ____ day of _____, 2014.

CITY OF SUNNYSIDE

SUNNYSIDE COMMUNITY HOSPITAL

By: _____
Donald D. Day, City Manager

By: _____
John Gallagher, CEO

EXHIBIT "A"

EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT

[Attach Hospital's BAA]

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (hereinafter, the "Agreement") is made and entered into as of the __ day of _____, 20__, by and between _____ ("Business Associate") and Sunnyside Community Hospital Association d/b/a Sunnyside Community Hospital ("Covered Entity").

WITNESSETH:

WHEREAS, Business Associate provides the services and/or goods as described below in Section 2 of this Agreement for or on behalf of Covered Entity; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Agreement in order to comply with the national standards for the privacy of individually identifiable Protected Health Information adopted by the Department of Health and Human Services ("DHHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, as published in a final rule dated December 28, 2000, and final rule modifications published January 25, 2013 (as may be now or hereafter amended or modified, "HIPAA").

NOW THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

1. Definitions. For purposes of this Agreement, the terms "Business Associate," "Individual," "Use," "Disclosure," and "Protected Health Information", and other terms used, but not otherwise defined in this Agreement, shall have the respective meanings ascribed to those terms in HIPAA. The term "Covered Entity" shall further include any affiliate of Covered Entity, and "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards" as defined in HIPAA with the exception that it shall apply to the management of the conduct of Business Associate's workforce, rather than Covered Entity's workforce, in relation to the protection of that information.

2. Parameters of Business Relationship. Business Associate will perform services and/or provide goods for or on behalf of Covered Entity ("Services"). In performing Services for or on behalf of Covered Entity, Business Associate will be provided with and have access to individually identifiable Protected Health Information. Business Associate will Use all such Protected Health Information solely in the performance of Services for or on behalf of Covered Entity, in accordance with the terms of this Agreement, and Business Associate shall limit and regulate all Uses and Disclosures of all such Protected Health Information in accordance with the terms of this Agreement. Business Associate may Use and Disclose Protected Health Information as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate (collectively, "Business Associate's Operations"). Business Associate may Disclose Protected Health Information as necessary for Business Associate's Operations only if: (a) the Disclosure is required by law; or (b) Business Associate ensures that any person or organization to whom Business Associate will Disclose such Protected Health Information agrees to comply with the applicable provisions of HIPAA by

entering into a contract or other arrangement in accordance with HIPAA, including, but not limited to, requiring that the person or organization to (1) hold such Protected Health Information in confidence and Use or further Disclose it only for the purpose for which Business Associate Disclosed it to the person or organization as required by law; and (2) notify Business Associate of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.

3. De-Identification. Covered Entity may, but shall not be obligated to, de-identify any or all Protected Health Information in accordance with HIPAA. If the information received by Business Associate from Covered Entity has been appropriately de-identified, then such information will not be considered to be Protected Health Information for purposes of this Agreement and this Agreement shall not apply to such de-identified information.

4. Duties of Business Associate. Business Associate agrees to comply in all material respects with HIPAA when Using or Disclosing Protected Health Information received by Business Associate from or on behalf of Covered Entity including:

a. Business Associate will not Use or Disclose Protected Health Information received from Covered Entity in any way other than permitted or required by this Agreement. Business Associate may Use or Disclose Protected Health Information as otherwise required by law.

b. Business Associate will exercise appropriate safeguards to prevent Use or Disclosure of Protected Health Information other than as necessary for Business Associate to perform its obligations pursuant to the relationship described above in Section 2 of this Agreement.

c. Business Associate will promptly report to Covered Entity any Use or Disclosure of Protected Health Information which is not permitted or required by this Agreement or law and take such actions available as may be reasonably necessary to correct such Use or Disclosure. Business Associate's report of any such Uses or Disclosures shall be to the person who executed this Agreement for Covered Entity, or other individual who may be designated by written notice to Business Associate.

d. Business Associate will ensure that any and all subcontractors or agents to whom Business Associate Discloses Protected Health Information received from or on behalf of Covered Entity agree, in writing, to be bound by the same restrictions, conditions and duties that apply to Business Associate with respect to such information. Business Associate will identify all such subcontractors and agents to the Covered Entity.

e. Business Associate will maintain appropriate procedures by which Individuals are granted access to their Protected Health Information. Such access must be granted in accordance with HIPAA.

f. Business Associate will make its internal policies and procedures, and its books and records relating to Uses and Disclosures of Protected Health Information received from Covered Entity or created or received by the Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary of DHHS for purposes of determining Business Associate's and Covered Entity's compliance with HIPAA.

g. When notified by Covered Entity, Business Associate will make available Protected Health Information for amendment and incorporate any amendments or corrections to Protected Health Information maintained by Business Associate in compliance with HIPAA.

h. Upon request from Covered Entity, Business Associate will provide to Covered Entity an accounting of all Business Associate's Disclosures of Protected Health Information received from or on behalf of Covered Entity, except for Disclosures made to the Individual who is the subject of the Protected Health Information; Disclosures for treatment, payment and health care operations purposes (unless such Disclosures were made using an Electronic Health Record); Disclosures for national security, intelligence, correctional or law enforcement purposes; and Disclosures otherwise excluded from the accounting requirements pursuant to 45 C.F.R. § 164.528. Such an accounting shall provide:

- The date of each Disclosure;
- The name and address of the organization or person to whom the Protected Health Information was Disclosed;
- A brief description of the information Disclosed;
- Disclosures, other than those made at the request of the Individual, the purpose for which the information was Disclosed or a copy of the request or authorization for Disclosure.

Business Associate will provide the above accounting to Covered Entity as promptly as possible, but in any event no later than thirty (30) days after Covered Entity's request therefore. Business Associate shall provide for a means of accounting for Disclosures for as long as Business Associate maintains Protected Health Information received from or on behalf of Covered Entity.

i. Business Associate will comply with the applicable provisions of the HIPAA Security Rule, including, but not limited to, implementing Administrative Safeguards, Physical Safeguards, and Technical Safeguards (the "Safeguards") in accordance with HIPAA that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

j. Business Associate will make its policies, procedures, and documentation relating to the Safeguards available to the Secretary of DHHS for purposes of determining Covered Entity's compliance with HIPAA.

k. Business Associate will request and Use or Disclose only the minimum amount of Protected Health Information necessary to serve the intended purposes of this Agreement.

l. Business Associate will not export Protected Health Information, nor permit subcontractors or agents to export Protected Health Information beyond the borders of the United States of America.

m. Business Associate shall report to Covered Entity any successful Security Incident within five (5) business days of Business Associate becoming aware of such Security Incident; provided, however, that with respect to attempted unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations in an

information system affecting electronic Protected Health Information, such report to Covered Entity will be made available upon request.

n. To the extent Business Associate is to carry out any obligation of Covered Entity required by HIPAA, Business Associate will comply with all HIPAA requirements that apply to Covered Entity in the performance of such obligation.

5. Duties of Covered Entity. Covered Entity agrees to comply in all respects with HIPAA when Using or Disclosing Protected Health Information including:

a. Provide Business Associate with any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, if such changes affect Business Associate's permitted or required Uses and Disclosures;

b. Notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with HIPAA; and

c. Not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity, unless such Use or Disclosure is included in the Services to be performed pursuant to this Agreement and is for data aggregation or management and administrative activities of Business Associate.

6. Remedies Upon Breach of any Protected Health Information. Upon a suspected Breach of any Protected Health Information being held by Business Associate, Business Associate must notify Covered Entity within five (5) business days of Business Associate discovering such Breach, or of when Business Associate should have discovered such Breach by exercising reasonable diligence.

a. Such notice must at least:

- Identify the nature of the non-permitted or violating Use or Disclosure;
- Identify the Protected Health Information Used or Disclosed;
- Identify who made the non-permitted or violating Use or received the non-permitted or violating Disclosure;
- Identify what corrective action Business Associate took or will take to prevent further non-permitted or violating Uses or Disclosures; and
- Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted or violating Use or Disclosure.

b. Covered Entity, at its option, may further require Business Associate to:

- Furnish to Covered Entity copies of its practices and procedures and books and records to facilitate Covered Entity's mitigation of damages arising from an improper Use or Disclosure by Business Associate;
- Exercise all reasonable efforts to retrieve improperly Used or Disclosed Protected Health Information;

- Establish and adopt new practices, policies and procedures as may be reasonable and appropriate to assure that Protected Health Information is not Used or Disclosed in the future in violation of HIPAA;
- Comply with all auditing or reporting requests by Covered Entity to demonstrate Business Associate's compliance with HIPAA;
- Take such other actions as Covered Entity may reasonably require.

7. Red Flag Rules. If Business Associate is covered by the Fair and Accurate Credit Transaction Act ("FACTA"), also known as the *red flag rules*, Business Associate shall implement an identity theft protection program, shall require all subcontractors with access to PHI to implement an identity theft protection program and make all reasonable efforts to identify red flags that indicate identity or medical identity theft may be occurring or has occurred. The program shall include:

- a. Adoption of an identity theft protection program policy and procedure approved by the highest authority in Business Associate's organization (e.g., Board of Directors, owner, partners, etc.);
- b. Conduct a red flag (indicators of potential or actual identity or medical identity theft) risk analysis;
- c. Provide workforce training regarding the program and red flags identified;
- d. Actively monitor for red flags;
- e. Investigate any identified red flags and mitigate damages if appropriate;
- f. Document any red flag investigation and subsequent activity;
- g. Annually review the program to determine if changes are necessary which includes annually conducting a red flag risk analysis; and
- h. Require senior management to monitor program activity.

8. Term; Termination. This Agreement shall be in effect for the entire length of the underlying business relationship described in Section 2 of this Agreement. This Agreement may be terminated as follows:

a. Covered Entity may terminate this Agreement and the underlying business relationship described in Section 2 of this Agreement in the event that Business Associate improperly Uses or Discloses Protected Health Information in breach of this Agreement.

b. Business Associate may terminate this Agreement if it makes the determination that a material condition of performance has changed under this Agreement, or that Covered Entity has breached a material term of this Agreement.

c. Upon termination of this Agreement, Business Associate shall, upon request by Covered Entity, return to Covered Entity or destroy all Protected Health Information received from or on behalf of Covered Entity or created for or on behalf of Covered Entity that Business Associate maintains in any form and all copies of such Protected Health Information as described above in Section 4. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. All rights, duties and obligations established in this Agreement shall survive termination of the underlying business relationship

described in Section 2 and of this Agreement. The effective date of termination of this Agreement shall be when all of the Protected Health Information received from or on behalf of Covered Entity or created for or on behalf of Covered Entity is destroyed or returned to Covered Entity. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

9. Change of Law. In the event any state or federal laws or regulations now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel to a party hereto in such a manner as to indicate that any provision of this Agreement may be in violation of such laws or regulations, the parties may amend this Agreement as necessary to comply with such laws and regulations. To the maximum extent possible, any such amendment shall preserve the underlying rights, duties and obligations established in this Agreement.

9. Indemnification; Insurance. Business Associate will defend and indemnify Covered Entity from and against any and all claims, damages, liabilities, losses and expenses (including reasonable attorney's fees) based upon or arising out of Business Associate's alleged or actual improper Use or Disclosure of Protected Health Information. If Covered Entity requires, Business Associate shall obtain and maintain insurance coverage (if available) against Business Associate's improper Uses and Disclosures of Protected Health Information. Any insurance coverage shall name Covered Entity as an additional insured. Promptly following Covered Entity's written request, Business Associate shall deliver to Covered Entity a certificate evidencing Business Associate's maintenance of such insurance. The foregoing provisions of this Section 9 shall survive termination or expiration of this Agreement.

10. General Provisions.

a. Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been delivered when given in the manner set forth below to the following addresses or fax numbers:

If to Business Associate:

ATTN: _____
Fax: () _____

If to Covered Entity:

John Gallagher, CEO
Sunnyside Community Hospital
1016 Tacoma Av.
Sunnyside, WA 98944

Counsel to a party may give notice on behalf of a party. Such communications shall be deemed to have been given (a) three days after mailing, when mailed by registered or certified postage-paid mail, (b) on the next business day, when delivered by a same-day or overnight national courier service or the U.S. Post Office Express Mail or (c) upon the date of receipt by the addressees when delivered personally or by fax. A party must receive a notice of change of address for it to be effective.

b. Entire Agreement; Amendment. This writing constitutes the entire and only agreement of the parties with respect to HIPAA and supersedes any and all prior negotiations, understandings and agreements concerning the obligations regarding the Use and Disclosure of Protected Health Information; provided, however, if any written agreement between the parties imposes obligations and restrictions on Business Associate regarding Protected Health Information over and above those imposed by this agreement, those obligations and restrictions are not superseded hereby and shall survive. This Agreement may be amended, modified, superseded, canceled, renewed or extended only by a written instrument executed by the parties herein.

c. Waiver. The failure by any party at any time to require performance or compliance by another of any of its obligations or agreements shall in no way affect the right to require such performance or compliance at any time thereafter. The waiver by any party of a breach of any provision hereof shall not be taken or held to be a waiver of any preceding or succeeding breach of such provision or as a waiver of the provision itself. No waiver of any kind shall be effective or binding, unless it is in writing and is signed by the party against which such waiver is sought to be enforced.

d. Binding Nature. This Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and permitted assigns.

e. Assignment. Neither party may assign or otherwise transfer its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party to this Agreement.

f. Captions; Language. The section headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of such sections. In this Agreement, unless the context requires otherwise, the singular includes the plural, the plural the singular, and the word "or" is used in the inclusive sense.

g. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed to evidence one and the same agreement.

h. Applicable Law. This Agreement and its validity, construction, and performance shall be governed in all respects by the laws of the State of Washington and by HIPAA. In the event of any action or proceeding arising under this Agreement, the parties

consent and agree that the forum for such action shall be in a court of competent jurisdiction located in Yakima County, Washington.

[Signatures Page Follows]

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

BUSINESS ASSOCIATE:

COVERED ENTITY:

By: _____

By: John Gallagher

Title: _____

Title: CEO

ButlerSnow 15220504v1