BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement"), is made by and between the Employer, the Group Health Plan and the Business Associate (each identified below)(the Employer, Covered Entity and the Business Associate are together referred to herein as the "Parties") and is entered into as of the "Effective Date" which is the date that the Parties to this Agreement have executed this Agreement.

Employer

The "Employer:"	County of Cuyahoga
Employer's Address:	2079 East 9th St #7-200 Cleveland, OH 44115 216-443-7000

Group Health Plan Information

The "Plan" and "Covered Entity:"	County of Cuyahoga Health and Welfare Plan
The Plan's Address:	2079 East 9th St #7-200 Cleveland, OH 44115 216-443-7000

Business Associate Information

The "Business Associate:"	
Business Associate Address:	

Introduction

The Employer has established and maintains a group health care plan, (the "Plan"), which is administered by the Employer or its designee as an "employee welfare benefit plan" as that term is defined in Section 3(1) of the Employee Retirement Income Security Act of 1974 ("ERISA"). In connection with the administration of the Plan, the Employer has retained Business Associate to provide certain claims administrative and/or claims support and/or brokerage and/or other services related to or in connection with the administration and operation of the Plan. In connection with the role of the Business Associate with respect to the Plan, the Parties to this Agreement desire to establish the terms under which Business Associate may Use or Disclose Protected Health Information ("PHI") (as defined herein) such that the Plan complies with applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164) ("HIPAA Privacy Regulation" and/or "HIPAA Security Regulation") and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), that are applicable to each Business Associate.

In consideration of the mutual promises and covenants stated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms in this Agreement above and as follows:

Section 1 - Definitions

The following defined Terms used in this Agreement have meanings as stated below.

1.01 Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.402.

1.02 Business Associate. A "Business Associate" is a person or entity who performs or assists in the performance of, on behalf of the Plan, a function or activity involving the Use or Disclosure of PHI (including claims processing or administration, data analysis, processing, or administration, utilization review, quality assurance, billing, benefit management, practice management, and repricing), or any other function or activity regulated by the HIPAA Regulations. Such Business Associate is also a person or entity who provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, insurance or financial services to or for the Plan and/or the Employer where the provision of the service involves PHI.

1.03 Covered Entity. The "Covered Entity" for purposes of this Agreement is the Plan.

1.04 Disclosure (or Disclose). The term "Disclosure" or "Disclose" means the release, transfer, provision of access to, or divulging in any other manner outside of the Plan. Disclosures in this Policy generally apply to PHI.

1.05 Electronic Media. The term "Electronic Media" means any of the following:

a. Electronic storage media, including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or

b. Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dialup lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including those on paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via Electronic Media.

1.06 Employer. The term "Employer" means the entity identified above that employs employees covered by the Plan and sponsors (also known as the "Plan Sponsor") of the Plan.

1.07 Group Health Plan. The Employer welfare benefit plan (as defined in section 3(1) of ERISA), which in this case is the "Plan" identified herein, to the extent the Plan provides medical care benefits (as defined in 42 U.S.C. § 300gg-91(a)(2)), including items and services paid for as medical care, to covered employees and/or covered dependents directly or through insurance, reimbursement, or otherwise, which is administered by (in whole or in part) an entity other than the Employer.

1.08 Health Care Operations. The term "Health Care Operations" means any of the following activities:

a. Conducting quality assessment and improvement activities (including outcomes evaluation and development of clinical guidelines) provided that the obtaining of generalizable knowledge is not the primary purpose of any studies resulting from such activities, population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, contacting of health care providers and patients with information about treatment alternatives, and related functions other than treatment;

b. Reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance or health plan performance, conducting training programs in which students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers, training of non-health care professionals, and accreditation, certification, licensing, or credentialing activities;

c. Underwriting, premium rating, and other activities relating to the creation, renewal, or replacement of a contract of health insurance or health benefits and ceding, securing, or placing a contract for reinsurance of risk relating to claims for health care (including stop-loss insurance and excess of loss insurance);

d. Conducting or arranging for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs;

e. Business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the entity, including formulary development and administration, and development or improvement of methods of payment or coverage policies; and

f. Business management and general administrative activities of the entity, including, but not limited to (1) management activities relating to implementation of and compliance with the requirements of the HIPAA Regulations; (2) customer service, including the provision of data analyses for policy holders, Plan Sponsors, or other customers, provided that PHI is not disclosed to such policy holder, Plan Sponsor, or customer; (3) resolution of internal grievances; (4) the sale, transfer, merger, or consolidation of all or part of the covered entity with another covered entity, or an entity that following such activity will become a covered entity and due diligence related to such activity; and (v) consistent with the applicable requirements of the HIPAA Privacy Standards, creating De-identified health information or a limited data set and fundraising for the benefit of the covered entity.

1.09 "HIPAA": The term "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations issued thereunder.

1.10 "HITECH": The term "HITECH refers to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of 2009 (Title XIII of division A and Title IV of division B of the American Recovery and Reinvestment Act ("ARRA").

1.11 Payment Activities: The term "Payment Activities" means activities undertaken by the Plan to obtain premiums or to determine or fulfill its responsibility for coverage and provision of benefits under the Plan, or a covered health care provider or other health plan to obtain or provide reimbursement for the provision of health care related to the Plan. Such activities include:

a. Determinations of eligibility or coverage (including coordination of benefits or the determination of cost sharing amounts) and adjudication or subrogation of health benefit claims;

b. Risk adjusting amounts due based on enrollee health status and demographic characteristics;

c. Billing, claims management, collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess of loss insurance), and related health care data processing;

d. Review of health care services with respect to medical necessity, coverage under a health plan, appropriateness of care, or justification of charges;

e. Utilization review activities, including precertification and preauthorization of services and concurrent and retrospective review of services; and

f. Disclosure to consumer reporting agencies of any of the following PHI relating to the collection of premiums or reimbursement: name and address, date of birth, social security number, payment history, account number, and name and address of the health care provider and/or health plan.

1.12 Privacy Official: The "Privacy Official" as may be referenced in this Agreement means the individual or individuals designated as such by the Authorized Persons (as designated by the Employer or the Plan or identified in any HIPAA Policy) to manage access to PHI with regard to the Plan for purposes of complying with the HIPAA Privacy Standards and carrying out the functions related to the Plan. Each Authorized Person is a "Privacy Official", unless otherwise indicated.

1.13 Protected Health Information or "PHI": "Protected Health Information" or "PHI" means any information, whether oral or transmitted or maintained in any form or medium (including Electronic Media), that satisfies all of the following:

a. Created or received by a health care provider, health plan, employer, or health care clearinghouse;

b. 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

c. Identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"PHI" does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g, and/or student treatment records described at 20 U.S.C. § 1232g(a)(4)(B)(iv), and/or employment records held by an entity in its role as employer.

1.14 Summary Health Information: "Summary Health Information" means information: (a) that summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom the Employer has provided health benefits under a Group Health Plan; (b) from which the following information has been deleted: (i) names, (ii) all geographic subdivisions smaller than a state (including street address, city, county, and precinct), except that such geographic information may be aggregated to the level of a five-digit zip code, (iii) all elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, and date of death, (iv) all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older, (v) telephone numbers, (vi) fax numbers, (vii) electronic mail addresses, (viii) social security numbers, (ix) medical record numbers, (x) health plan beneficiary numbers, (xi) account numbers, (xii) certificate/license numbers, (xiii) vehicle identifiers and serial numbers, including license plate numbers, (xiv) device identifiers and serial numbers, (xv) Web Universal Resource Locators (URLs), (xvi) Internet Protocol (IP) address numbers, (xvii) biometric identifiers, including finger and voice prints, (xviii) full face photographic images and any comparable images, and (xix) any other unique identifying number, characteristic, or code.

1.15 Use: "Use" in this Agreement means the sharing, employment, application, utilization, examination, or analysis of information within the Plan. Use generally will apply to Plan PHI.

Section 2 - Safeguard of Protected Health Information

2.01 Safeguards

The Plan, the Employer, and the Business Associate, and each of them, will develop and maintain reasonable and appropriate administrative, technical and physical safeguards, as required by HIPAA and HITECH, to ensure and to protect against reasonably anticipated threats or hazards to the security or integrity of PHI, to protect against reasonably anticipated unauthorized Use or Disclosure of health information, and to reasonably safeguard PHI from any intentional or unintentional Use or Disclosure in violation of this Agreement.

2.02 Legitimate Purpose Disclosures

The Plan, Employer and Business Associate and each of them, shall ensure that all PHI is secured when it is accessed and/or used. Any access to PHI by anyone under this Agreement, including the employees, agents or subcontractors of the Plan or the Employer or the Business Associate, shall be limited to legitimate business needs while working with PHI. All Uses and Disclosures of PHI are required to be the minimum necessary Use and Disclosure so that only PHI that is the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request is Used or Disclosed.

2.03 Authorizations and Assurances

The Plan, the Employer and the Business Associate shall each communicate to the other the authorized individuals, employees, agents and subcontractors who are authorized to gain and have access to PHI for any lawful purpose, including without limitation, the Use for Payment Activities and the disclosure of Summary Information as needed and appropriate for the design, implementation, operation and administration of the Plan.

Section 3 - Business Associate Responsibilities

3.01 Privacy of Protected Information

Except as permitted or required by this Agreement, Business Associate will not Use or Disclose PHI except as permitted or required by this Agreement or any other agreement between the parties, as permitted in writing by the Plan or the Plan Administrator, to permit Payment Activities under the Plan, as authorized by the individual whose PHI is at issue, or as required by law.

3.02 Permitted Uses and Disclosures

The Business Associate is permitted to Use or Disclose PHI for any person, including a participant, spouse, dependent or person formerly in such position relative to the Plan as follows:

a. *Functions and Activities for the Plan*. The Business Associate is permitted to Use and Disclose PHI for the management, operation and administration of the Plan, for the services set forth in any insurance contract, benefits booklet, or any administrative services agreement, which includes without limitation Payment Activities, and/or Health Care Operations as these terms are defined in this Agreement and/or the applicable Regulations, and as otherwise required to perform its obligations under this Agreement or any other agreement, provided that such Use or Disclosure for such purposes does not violate HIPAA or HITECH;

b. *Payment Activities Related to Individual Claimants*. The Business Associate is permitted to Use and Disclose PHI to provide assistance, guidance and otherwise aid in Claimant's use and/or claim processing under the Plan. In all cases where PHI is being obtained in connection with Payment Activities related to an individual claimant, the Business Associate or the Plan or Employer will obtain from the individual a written authorization from the individual regarding the Disclosure and Use of PHI, when reasonably practical and deemed warranted. In the event that such consent is withdrawn, and notice of the withdrawal is provided in writing to the Business Associate, the Business Associate will cease the Use and Disclosure of the individual's PHI. Further, in all such cases, such PHI is disclosable to the individual Claimant for their inspection and copying;

c. *Business Associate's Own Management and Administration*. The Business Associate may Disclose PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, including without limitation, if the disclosure is required by law. If such Disclosure is made under this section, all such disclosed PHI will be kept strictly confidential, and it will be used only for the purposes for which Business Associate requires the information;

d. *Miscellaneous Functions and Activities*. The Business Associate may use PHI as necessary for the Business Associate to perform data aggregation services, and to create De-identified Information, Summary Health Information and/or limited data sets in connection with the design, operation and/or administration of the Plan, and for purposes of this section, the Business Associate may Use and Disclose PHI for data aggregation purposes, for analysis of data for permitted Health Care Operations, and only to the extent that such use is permitted under the HIPAA Rules.

e. *Disclosure to Business Associate's Subcontractors and Agents*. The Business Associate may Disclose PHI to subcontractors and agents as long as such subcontractors and agents provide reasonable assurance, evidenced by written contract, that such other entity will comply with the same privacy and security obligations with respect to PHI that applies to the Business Associate and the Business Associate has disclosed the use of such subcontractors and/or agents to the Plan or the Employer and has received approval for such Disclosures; and

f. *Accounting and Records of Disclosures*. The Business Associate agrees to maintain reasonable documentation of the information required to provide an accounting of Disclosures of PHI, whether PHI is paper or electronic format, in accordance with applicable law and to make this information available to the Plan and/or the Employer reasonably upon request, but not later than forty-five (45) days following receipt of the request. Such accounting must be provided without cost to the individual or the Plan or Employer. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

Section 4 - Employer and Plan Responsibilities

4.01 Notice of Limitations and Authorized Persons. The Plan and/or the Employer will notify the Business Associate of any limitation in the privacy rules or practices that may result in limitations on the Business Associate's Use or Disclosure of PHI. The Plan and the Employer will also notify the Business Associate of the persons authorized to receive and/or transmit PHI on behalf of the Plan.

4.02 Changes in Authorized Persons or Entities and Revocations. The Plan and/or the Employer will notify the Business Associate of any changes in persons or entities authorized to receive or transmit PHI on behalf of the Plan. The Plan and/or the Employer will notify the Business Associate if it receives a written revocation of permission by any individual or person eligible for benefits under the Plan or otherwise, who had previously provided authorization.

4.03 Limits on Requests to Business Associate. As permitted by law, the Plan and the Employer will not request the Business Associate to Use or Disclose PHI in any manner that would not be permissible.

Section 5 - Security Breach

5.01 Disclosure of Security Breach. The Business Associate expressly recognizes that the Plan has certain obligations in the case of a security breach resulting in the disclosure of PHI. Where the Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, Uses or Discloses PHI, immediately following the discovery of a breach in security of such information, the Business Associate will notify the Plan and the Employer. Initial notification of the breach must occur within five (5) business days and the Business Associate must provide the Plan and the Employer with all information regarding the breach, including any information required by law, without delay. Any additional information requested by the Plan or the Employer, after the initial request, must be produced no later than thirty (30) days following the request.

5.02 Breach Notification to Individuals. The Business Associate expressly recognizes that in the event of a Security Breach involving identified individual information, including PHI regarding one or more individuals, the Business Associate will be responsible to notify all concerned, including each such individual whose PHI has been breached. The Business Associate will first notify the Plan and the Employer and provide a Security Breach notification plan to the Plan and the Employer as stated in Section 5.01 above. The Business Associate will provide to the Plan and the Employer a notification plan and will obtain consent to such notification plan. Such consent by the Plan and the Employer will not be unreasonably withheld. The Business Associate will provide full, complete and prompt information to the Plan and the Employer regarding such Security Breach, in writing, including the name of individuals whose PHI was breached, the information breached, date of breach, form of breach, and any other pertinent information. Such Breach Notification related to Individual information shall be provided within seventy-two (72) hours of the discovery by the Business Associate of the Breach. All costs of the notification will be paid by the Business Associate and the indemnity provided herein shall apply.

Section 6 - Term and Termination.

6.01 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect until terminated by any party to this Agreement by giving thirty (30) days advanced notice of termination. Upon termination, the Agreement shall be terminated when all PHI provided to Business Associate, or created or received by Business Associate on behalf of the Plan or the Employer is destroyed or returned.

6.02 Termination for Cause. Upon the disclosure or discovery by the Plan or the Employer of a material breach by the Business Associate, including without limitation a Security Breach which is deemed a material breach of this Agreement, the Plan and/or the Employer shall:

a. Provide an opportunity for Business Associate to cure the breach or end the violation and provide for the required indemnity; or

b. Immediately terminate this Agreement, if Business Associate has breached a material term of this Agreement and cure is not possible.

6.03 Actions Upon Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received, or created by Business Associate on behalf of the Plan, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Plan and the Employer, in writing, of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI following the termination of this Agreement. The Business Associate will provide continued indemnity protection to the Plan in connection with any PHI held, retained or maintained.

Section 7 - Indemnity

7.01 Indemnification by Business Associate. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless the Plan and the Employer from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by the Plan and/or the Employer arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties and/or obligations under this Agreement. This indemnity shall apply even if the Plan or the Employer is alleged to be solely or jointly negligent or otherwise solely or jointly at fault, as long as ultimately the trier of fact finds the Plan or the Employer not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit the Plan or the Employer's rights, if any, to common law indemnity. This indemnity shall survive the termination of this Agreement for as long as any statute of limitations to any claims that may arise hereunder, or as otherwise provided by law.

7.02 Defense Costs - Indemnity. The Plan and/or the Employer shall have the option to employ attorneys selected by it to defend any such action subject to indemnity under this Agreement, the costs and expenses of which shall be the responsibility of Business Associate. The Parties hereto, and each of them, shall provide timely notice of the existence of any claims or proceedings related to this Agreement and will fully cooperate regarding a defense to such action. The Business Associate may not settle or otherwise resolve any such claim brought without the approval, in writing, of the Plan and/or the Employer.

7.03 Mitigation. If Business Associate violates this Agreement or any HIPAA or HITECH rules, Business Associate agrees to mitigate any damage caused by such breach.

7.04 Indemnification of Business Associate for Other Breaches. To the extent permitted by law, the Plan and/or the Employer agrees to indemnify and hold harmless the Business Associate from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by the Business Associate arising out of, resulting from, or attributable to any acts or omissions or other conduct of the Plan or the Employer or its agents in connection with the operation and administration of the Plan to the extent that the Business Associate is wrongly asserted to have violated its obligations to protect PHI or comply with the requirements of HIPAA or HITECH for which the Business Associate is not responsible.

Section 8 - Miscellaneous.

8.01 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof.

8.02 Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow the Plan to comply with the requirements of HIPAA or HITECH.

8.03 Rights of Proprietary Information. The Plan and the Employer retain any and all rights to any proprietary information, confidential information, and PHI it releases to Business Associate in connection with this Agreement or otherwise.

8.04 Survival. The respective rights and obligations of Business Associate under Sections 5, 6 and 7 of this Agreement shall survive the termination of this Agreement.

8.05 Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed on page one of this Agreement. Notices shall be sent by secure means by a reputable overnight carrier, or by certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.

8.06 Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the state where the Employer is headquartered, without regard to applicable conflict of laws principles, to the extent not preempted by federal law.

8.07 Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, the Business Associate may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Employer or the Plan, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, the Plan and/or the Employer retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies.

8.08 Independent Business Relationships. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.

8.09 No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

8.10 Equitable Relief. Any disclosure or misappropriation of PHI by Business Associate in violation of this Agreement will cause the Plan and/or the Employer irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that the Plan and the Employer shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as the Plan or the Employer shall deem appropriate. Such rights are in addition to any other remedies available to the Plan or the Employer at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by the Plan or the Employer.

8.11 Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

8.12 No Third-Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.

8.13 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Plan and/or the Employer to comply with HIPAA and HITECH and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or HIPAA and HITECH.

8.14 Authorized Signature and Representation. Each Party to this Agreement has authorized the person signing on behalf of such Party to enter into this Agreement on behalf of such Party, and the Parties hereto, and each of them, represent and warrant that they have had the opportunity to consult with legal counsel in connection with this Agreement.

This Agreement is adopted and approved by the Employer, the Plan, and the Business Associate, as follows.

The Employer

By: _____

Name: _____

Title: _____

Date: _____

Business Associate

By: _____

Name: _____

Title: _____

Date: _____

The Plan

By: _____

Name: _____

Title: _____

Date: _____