**MEDICAL OUTREACH BUSINESS ASSOCIATE AGREEMENT**

# This Business Associate Agreement (the “**Agreement**”), effective as of the date of the last party to sign below (“**Effective Date**”), is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose principal place of business is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of its affiliated covered entities (“**Medical Provider**”), and **Business Associate** (as defined below). Medical Provider and Business Associate may be referred to collectively as the “**Parties**”, or individually as a “**Party**”.

This Agreement sets forth the terms and conditions governing the sharing of patient health information between Medical Provider and Business Associate.

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| **BUSINESS ASSOCIATE INFORMATION** | |
| **LEGAL NAME** | Rank One Health, LLC d/b/a Medical Outreach an AllPlayers Network, Inc. Company |
| **ADDRESS** | 2525 McKinnon #420, Dallas, TX 75201 |
| **CONTACT** | Jason McKay |
| **PHONE** | 888-544-3637 |
| **EMAIL** | support@allplayers.com |

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| **MASTER CONTRACT NUMBER** | XXXXXXXX |

By signing below, the Parties acknowledge they have read and understand this Agreement, and agree to be bound by the terms and conditions set forth herein.

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Medical Provider** | **Rank One Health, LLC d/b/a Medical Outreach an AllPlayers Network, Inc. Company** |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |

**1.0 RECITALS**

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,” directs the Department of Health and Human Services (“HHS”) 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 Privacy and Security Rule”); 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, codified at 42 U.S.C. 17921-17954, provides modifications to the HIPAA Privacy and Security Rule; and

WHEREAS, pursuant to the HITECH Act, the Secretary of HHS has issued regulations at 45 C.F.R. Part 164, Subpart D (the “Data Breach Rule”, together with the HIPAA Privacy and Security Rule and any and all regulations promulgated under the HITECH Act, the “HIPAA Rules”), and Texas Health & Safety Code Section 181 and Texas Business and Commerce Code Section 521, and may issue additional regulations in the future to further protect the security, confidentiality, and integrity of health information; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide services to Covered Entity as outlined in the Master Contract (the “Master Contract”), and, pursuant to such arrangement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rule; and

WHEREAS, in connection with these services, Covered Entity may disclose to Business Associate certain Protected Health Information that is subject to protection under the HIPAA Privacy and Security Rule; and WHEREAS, Business Associate is subject to the HIPAA Privacy and Security Rule and must comply with those requirements as they apply to the Covered Entity in Business Associate’s performance under this Agreement; and WHEREAS, both Parties agree that the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the Protected Health Information received in the course of providing services to or on behalf of Covered Entity, and the purpose of this Agreement is to comply with the requirements of the HIPAA Rules.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**2.0 DEFINITIONS**

Except as otherwise defined in this Agreement, any and all capitalized terms shall have the same meaning as the definitions set forth in the HIPAA Rules and the HITECH Act, as amended from time to time. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules and the HITECH Act, as amended, the HIPAA Rules and HITECH Act shall control.

“**Breach**” shall mean the unauthorized acquisition, access, use, or disclosure of personal identifying information, sensitive personal information, or PHI in a manner not permitted under the Privacy Rule or applicable state law which compromises the security or privacy of the information. For purposes of this definition, “compromises the security or privacy of the PHI” means unauthorized possession, use or disclosure of personal identifying information, sensitive personal information, or PHI.

“**Business Associate**” shall mean the entity identified above.

“**Covered Entity**” shall mean all affiliated covered entities of Medical Provider.

“**Designated Record Set**” shall mean a group of records maintained by or for Covered Entity, as defined by the Privacy Rule, that is: (i) the medical records and billing records maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

“**Individual**” shall mean the person who is the subject of the protected health information and any person who qualifies as a personal representative under 45 C.F.R. § 164.502(g).

“**Master Contract**” shall mean the underlying arrangement identified above whereby Business Associate will provide services to Covered Entity.

“P**ersonal Identifying Information**” shall have the same definition as provided in Tex. Bus. & Com. Code § 521.002.

“**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E as they may be amended from time to time.

“**Protected Health Information**” or (“PHI”) shall mean Individually Identifiable Health Information that is transmitted or maintained in any form or medium created or received by Business Associate from or on behalf of Covered Entity.

“**Required by Law**” shall mean a mandate contained in law that compels a use or disclosure of PHI and that is enforceable in a court of law.

“**Secretary**” shall mean the Secretary of the Department of Health and Human Services or his or her Designee.

“**Sensitive Personal Information**” shall have the same definition as provided in Tex. Bus. & Com. Code § 521.002.

**3.0 PURPOSES FOR WHICH PHI MAY BE DISCLOSED TO BUSINESS ASSOCIATE**

In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Agreement, Covered Entity may Disclose PHI to Business Associate solely for the purposes described in the Master Contract.

**4.0 OBLIGATIONS OF BUSINESS ASSOCIATE**

Business Associate acknowledges that sections of the HIPAA Rules and HITECH Act apply directly to Business Associate as they apply to Covered Entity and agrees to comply with such rules and regulations.

**5.0 USE AND DISCLOSURE OF PHI**

Except as otherwise permitted by this Agreement or Required by Law, Business Associate shall not Use or Disclose PHI except as necessary to provide the services as described in the Master Contract to or on behalf of Covered Entity, and shall not Use or Disclose PHI in a manner that would violate the Privacy Rule if Used or Disclosed by Covered Entity. Notwithstanding the foregoing, Business Associate may Use and Disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities, provided that Business Associate shall in such cases: provide information to members of its workforce Using or Disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement; and unless such Disclosure is Required by Law, obtain reasonable assurances from the person or entity to whom the PHI is Disclosed that: (a) the PHI will be held confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached.

**6.0 INCIDENT REPORTING**

Business Associate shall report, in writing, to Covered Entity any Breach, Security Incident, or Use, Disclosure or unauthorized access of PHI that is not permitted by this Agreement within three (3) business days after discovery. The report shall include, at a minimum, the identification of each affected individual. The Covered Entity retains control over breach notification procedures, including risk assessment, provision of breach notification to affected patients and communications to other entities as required, such as media outlets and the Secretary (“Breach Notification Procedure”). Business Associate shall cooperate with Covered Entity in any investigation of the incident and the Breach Notification Procedure, to include a review of breach notification and other communications as requested. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement, the HIPAA Rules, or the HITECH Act, or of Sensitive Personal Information or Personal Identifying Information in violation of applicable state law.

**7.0 DATA AGGREGATION**

In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to Use PHI for data aggregation purposes only in order to analyze data for permitted health care operations, to the extent that such Use is permitted under the Privacy Rule and the Master Contract.

**8.0 SAFEGUARDS**

Business Associate shall implement reasonable and appropriate administrative, physical and technical safeguards to ensure that PHI is not Used or Disclosed in any manner inconsistent with this Business Associate Agreement, and to protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Further, Business Associate will implement any other security requirements to the extent required by Section 17931(a) of the HITECH Act and any applicable regulations. Business Associate will ensure that any agent, including a subcontractor, to whom it provides such electronic PHI agrees to implement reasonable and appropriate safeguards to protect it.

**9.0 MINIMUM NECESSARY**

Business Associate and its agents or subcontractors, if any, shall request, Use and Disclose only a Limited Data Set, if practicable; if not practicable, Business Associate and its agents or subcontractors, if any, shall request, Use and Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, unless an exception in 45 C.F.R. § 164.502(b)(2) applies; provided that, when effective, Business Associate agrees to comply with the Secretary’s guidance on what constitutes minimum necessary as required by HITECH Act Section 13405.

**10.0 DISCLOSURE TO AGENTS AND SUBCONTRACTORS**

If Business Associate Discloses PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree in writing to the same or substantially similar restrictions and conditions as apply to Business Associate under this Agreement. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

**11.0 INDIVIDUAL RIGHTS**

Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524, the HITECH Act, and applicable Texas law. Covered Entity is required to take action on such requests as soon as possible, but not later than fifteen (15) days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. If Business Associate maintains PHI electronically, it agrees to make such PHI electronically available to the applicable Individual. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate, shall permit access according to its policies and procedures implementing the HIPAA Rules and the HITECH Act.

Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. § 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual’s request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.

**12.0 ACCOUNTING OF PHI DISCLOSURES**

Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528 and Section 17935(c) of the HITECH Act, and to make this information available to Covered Entity upon Covered Entity request, in order to allow Covered Entity to respond to an Individual’s request for accounting of Disclosures.

**13.0 INTERNAL PRACTICES, POLICIES AND PROCEDURES**

Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the Use and Disclosure of PHI received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity’s compliance with the HIPAA Rules, or any other health oversight agency. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by the applicable health oversight agency, or the Secretary. Business Associate shall provide Covered with a copy of any and all documents or other items, including but not limited to, policies or procedural documentation, books and records provided to the Secretary in connection with a review pertaining to Covered Entity and/or Business Associate, concurrently with providing such documentation to the Secretary.

**14.0 NOTICE OF PRIVACY PRACTICES**

Business Associate shall abide by the limitations of Covered Entity’s Notice of which it has knowledge. Any Use or Disclosure permitted by this Agreement may be amended by changes to Covered Entity’s Notice; provided, however, that the amended Notice shall not affect permitted Uses and Disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

**15.0 WITHDRAWAL OF AUTHORIZATION**

If the Use or Disclosure of PHI in this Agreement is based upon an Individual’s specific authorization for the Use or Disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the Use and Disclosure of the Individual’s PHI except to the extent it has relied on such Use or Disclosure, or if an exception under the Privacy Rule expressly applies.

**16.0 KNOWLEDGE OF HIPAA**

Business Associate agrees to review and understand the HIPAA Rules and HITECH Act as they apply to Business Associate, and to comply with the applicable requirements, as well as any applicable amendments thereto.

**17.0 REMUNERATION AND MARKETING**

Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable Individual. Business Associate will not engage in any communication which might be deemed to be “marketing” under the HITECH Act.

**18.0 TRAINING OF BUSINESS ASSOCIATE’S EMPLOYEES**

In accordance with Texas state law, Business Associate shall provide a training program to its employees, who handle or access Covered Entity’s PHI, regarding HIPAA/HITECH and the Texas state law concerning PHI that is specifically tailored to Business Associate’s course of business and each employee’s scope of employment with Business Associate. Such training shall occur within ninety (90) days of hire of a new employee and, if the duties of the employee are affected by a material change in state or federal law concerning protected health information, within a reasonable period, but no later than the first anniversary of the date the material change in law takes effect. Business Associate shall maintain documentation of each employee’s signed verification of attendance in such training program and provide to Covered Entity upon request.

**19.0 TERM AND TERMINATION**

This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If Business Associate, or its agents or subcontractors, if any, violates any material term of this Agreement, as determined by Covered Entity, Covered Entity may, in its discretion: (i) immediately terminate this Agreement; (ii) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not promptly cure the breach or end the violation within a period not to exceed thirty (30) days; or (iii) report the violation to the Secretary if neither termination nor cure is feasible. Covered Entity may terminate this Agreement effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules, HITECH Act, or other security or privacy laws or (ii) there is a finding or stipulation that the Business Associate has violated any standard or requirement of the HIPAA Rules, HITECH Act, or other security or privacy laws in any administrative or civil proceeding in which Business Associate is involved. Business Associate agrees to report the commencement of any legal action or investigation against Business Associate arising from an alleged violation of the HIPAA Rules, the HITECH Act, or any other security or privacy laws. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, 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 Covered Entity 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.

**20.0 INDEPENDENT CONTRACTORS**

It is expressly agreed and stipulated by and between the parties hereto that Business Associate and Covered Entity are independent contractors, and neither Party shall not be deemed or construed to be an agent, servant, or employee of the other or of any affiliates within the meaning of the Workers' Compensation Act of the State of Texas, any other statute, or under the common law of the State of Texas.

**21.0 INSURANCE**

Unless greater coverage is required under any other agreement between Covered Entity and Business Associate for the provision of services related to the Master Contract and this Agreement, Business Associate shall maintain or cause to be maintained the following insurance covering itself and each subcontractor or agent, if any, through whom Business Associate provides services: (i) a policy of commercial general liability, cyberliability and property damage insurance, and electronic data processing insurance, with limits of liability not less than two million dollars ($2,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate; and (ii) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under this Agreement or from violating Business Associate’s own obligations under the HIPAA Rules or the HITECH Act, including but not limited to, claims or the imposition of administrative penalties and fines on Business Associate or its subcontractors or agents, if any, arising from the loss, theft, or unauthorized use or disclosure of PHI. Such insurance coverage shall apply to all site(s) of Business Associate and to all services provided by Business Associate or any subcontractors or agents under the Master Contract or this Agreement.

**22.0 INDEMNIFICATION**

To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity 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, reasonable attorney’s fees, defense costs, costs of breach notification and mitigation, regulatory investigations by the Office for Civil Rights or state regulatory agencies, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or subcontractors or agents in connection with the performance of Business Associate’s duties under this Agreement, including but not limited to breach notification costs and expenses, and attorneys’ fees. This indemnity shall not be construed to limit Covered Entity’s rights, if any, to common law indemnity. Covered Entity retains the final right of approval of any and all communications to Individuals, including its patients, employees, media, regulators or any other party for whom Covered Entity may be obligated to notify. Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, or to provide advice regarding breach notification, the reasonable costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action. These indemnities shall survive termination of this Agreement.

**23.0 RIGHTS OF PROPRIETARY INFORMATION**

Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate. Business Associate agrees that it acquires no title or rights to PHI as a result of the Master Contract or this Agreement. The respective rights and obligations of Business Associate under Sections 4.0, 19.0, and 21.0 of this Agreement shall survive the termination of this Agreement for any reason.

**24.0 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 below or sent by means of a reputable overnight carrier, or sent by means of 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. All notices shall be addressed to Covered Entity: Medical Provider to the attention of the Office of the General Counsel and the Privacy Office. For Business Associate, legal notices shall be sent to the attention of the General Counsel, at the address set forth above.

**25.0 AMENDMENTS**

If any modification to this Agreement is required by HIPAA, the HITECH Act, the HIPAA Rules, or any other federal or state law affecting this Agreement or if Covered Entity reasonably concludes that an amendment to this Agreement is needed because of a change in federal or state law or changing industry standards, Covered Entity shall notify Business Associate of such proposed modification(s) (“Legally-Required Modifications”). Such Legally Required Modifications shall be deemed accepted by Business Associate and this Agreement so amended, if Business Associate does not, within thirty (30) calendar days following the date of the notice (or within such other time period as may be mandated by applicable state or federal law), deliver to Covered Entity its written rejection of such Legally-Required Modifications. If the Parties cannot agree on the effect of any such amendment or interpretation, this Agreement may be terminated upon written notice to the other Party.

**26.0 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 of Texas, without regard to applicable conflict of laws principles.

**27.0 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, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity 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. Assignments made in violation of this provision are null and void.

**28.0 NATURE OF AGREEMENT**

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.

**29.0 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.

**30.0 EQUITABLE RELIEF**

Business Associate agrees that any disclosure or misappropriation of PHI by Business Associate or its agents or subcontractors, if any, in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity 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 Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity 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 Covered Entity.

**31.0 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.

**32.0 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.

**33.0 HEADINGS**

The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

**34.0 ENTIRE AGREEMENT**

This Agreement, together with all the Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, 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. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.

**35.0 INTERPRETATION**

Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and the HITECH Act. In the event of an inconsistency between the provisions of this Agreement and any mandatory provisions of the HIPAA Rules, HIPAA or the HITECH Act, as amended, the HIPAA Rules, HIPAA or the HITECH Act shall control. Where provisions of this Agreement are different from those in the HIPAA Rules, HIPAA or the HITECH Act, as amended, but are nonetheless permitted by the HIPAA Rules, HIPAA or the HITECH Act, the provisions of this Agreement shall control.

**36.0 REGULATORY REFERENCES**

A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

**37.0 COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.