

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE May 12, 2010 AGENDA

(THE DEADLINE IS ONE WEEK PRIOR TO THE DATE THE AGENDA IS TO BE POSTED)

DEPARTMENT: Juvenile Justice Center REQUESTED BY: Lawrence E. Hicks

REQUISITION NO.: _____ REQUISITION SHEET ATTACHED: _____ YES N/A

NAME OF FUNDS: _____

FUND NUMBERS: _____ / _____ / _____

PLEASE INITIAL IF PRIVACY/PROTECTED INFORMATION EXISTS: _____ YES N/A

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: _____

AGENDA ITEM READS AS FOLLOWS:

Please review and sign the Business Associate Agreement between the Oklahoma County Juvenile Bureau and NorthCare. On 2/27/2009, Congress enacted the American Recovery and Reinvestment Act of 2009 ("ARRA") and its implementing regulations impose substantial new obligation on business associates and entities covered under the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"). ARRA requires that these new business associate obligations be incorporated into all business associate agreements ("BAA(s)"). The new legal obligations include data breach reporting requirements that are already in effect ("Breach Regulations"). Compliance with most of the other ARRA business associate provisions is now required

APPROVED BY DA

(If Applicable)


5/3/2010

ASSISTANT DISTRICT ATTORNEY

APPROVED BY
ENGINEER PURCHASING

(If Applicable)
(If Applicable)

COUNTY ENGINEER
PURCHASING AGENT

Please initial if privacy/security protected information exist

DISTRICT ATTORNEY – PRIVACY/SECURITY PROTECTED INFORMATION: _____ YES _____ N/A

COUNTY CLERK – PRIVACY/PROTECTED INFORMATION: _____ YES _____ N/A

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____

APPROVED
BY: _____

CHAIRMAN

PENDING APPROVAL

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 4 / 29 / 10

COUNTY DEPARTMENT MAKING REQUEST: JJC

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Please review and sign the Business Associate Agreement between the Oklahoma County Juvenile Bureau and NorthCare. On 2/17/2009, Congress enacted the American Recovery and Reinvestment Act of 2009 ("ARRA") and its implementing regulations impose substantial new obligation on business associates and entities covered under the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"). ARRA requires that these new business associate obligations be incorporated into all business associate agreements ("BAA(s)"). The new legal obligations include data breach reporting requirements that are already in effect ("Breach Regulations"). Compliance with most of the other ARRA business associate provisions is now required.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

Lawrence E. Hicks
COUNTY OFFICER by *Valerie Lee*

DATE RECEIVED BY DISTRICT ATTORNEY: 4/29/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED
APR 29 2010
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY

By: *[Signature]*

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NORTH CARE

Direction for Life

April 1, 2010

Deanna Dixon, Supervisor of Probation Services
Oklahoma County Juvenile Bureau
5905 N. Classen Court, Room 202
Oklahoma City, OK 73118

Chief Executive Officer
P.R. Tate, M.S.W.

Chief Financial Officer
Lonnie Rice, C.P.A.

Chief Operating Officer
Clark Grothe, L.C.S.W.

Administrative Operations Officer
Lisa Pilar Macias, BA

Personnel and Compliance Officer
Cynthia J. Willis, M.S.W., J.D.

Board of Directors President
William I. James, Jr.

Vice President
Bill Lockhart

Secretary
Pansy Holbert-Brown

Treasurer
Carol Asin

Board of Members
Tara Ravnell Bradley
David Donchin
Roger Erling, M.D.
Doli Mathews
Tony Miller
Ken Stone
Edwina Trout, Ph.D.

Dear Ms. Dixon:

We appreciate your prompt attention to this very important and time-sensitive matter.

On February 17, 2009, Congress enacted the American Recovery and Reinvestment Act of 2009 ("ARRA"). ARRA and its implementing regulations impose substantial new obligation on business associates and entities covered under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). ARRA requires that these new business associate obligations be incorporated into all business associate agreements ("BAA(s)"). These new legal obligations include data breach reporting requirements that are already in effect ("Breach Regulations"). Compliance with most of the other ARRA business associate provisions is now required.

In order to fulfill our compliance obligations under ARRA, and in consideration for the continuation of our business relationship with you, we have revised the HIPAA business associate provisions in the BAA between NorthCare and Oklahoma County Juvenile Bureau, Probation Services. The revised BAA is enclosed. To avoid numerous future amendments, we have made compliance with each ARRA provision effective as of the date that compliance is required under ARRA. For provisions with effective dates prior to receipt of this letter, the effective date of the provisions shall be the effective date of the revised BAA.

Please review the enclosed BAA, sign it where indicated and mail, email or fax the signed form to the address below. Should you have any questions about this revised BAA, please feel free to contact our Privacy Officer, Cynthia Willis, at 405.858.2700 or cynthiaw@northcare.com.

Please mail, email or fax the signed BAA to:

NorthCare
44336 NW 50th Street
Oklahoma City, OK 73112
Attn: Privacy Officer, Cynthia J. Willis, MSW, JD

Email: Cynthiaw@northcare.com Fax: 405.858.2810

Respectfully,



P.R. Tate
CEO
NorthCare



PENDING APPROVAL

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AMENDED AND RESTATED BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the 15th of April, 2010, by and between NorthCare, hereinafter referred to as "Covered Entity", and Oklahoma County Juvenile Bureau, Probation Services, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

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," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy 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, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the "HIPAA Security and Privacy Rule" are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

WHEREAS, the Parties have entered into an arrangement or arrangements, hereby individually and collectively referred to as the "Service Agreement", whereby Business Associate will provide certain services to or on behalf of Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Security and Privacy Rule; and

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

WHEREAS, Covered Entity and Business Associate have previously entered into a Business Associate Agreement under the HIPAA Security and Privacy Rule prior to the implementation of the HITECH Act, and now wish to supersede such prior agreement with this Agreement in order to comply with the requirements of the HITECH Act;

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

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the meanings established for purposes of HIPAA and ARRA, as each is amended from time to time. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

1.2 "ARRA" shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH Act) provisions of the American Recovery and Reinvestment Act of 2009, 42 USC §§1792-17954, and any and all references in this Agreement to sections of ARRA shall be deemed to include as associated existing and future implementing regulations, when and as each is effective.

1.3 "Breach" shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule that compromises the security or privacy of the Protected Health Information as defined, and subject to the exceptions set forth in 45 CFR 164.402.

1.4 "Compliance Date" shall mean, in each case, the date by which compliance is required under the referenced provision of ARRA and/or its implementing regulations as applicable; provided that, in any case for which that date occurs prior to the Effective Date of this Agreement, the Compliance Date shall mean the Effective Date.

1.5 "Protected Health Information" shall mean Protected Health Information, as defined in 45 CFR §160.13, and is limited to the Protected Health Information received from, or received or created on behalf of Covered Entity by Business Associate pursuant to the performance of Service Agreement. Protected Health Information shall include individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

1.6 "Electronic Protected Health Information" shall mean Protected Health Information which is transmitted by or maintained in Electronic Media (as defined in the HIPAA Security and Privacy Rule).

1.7 "Privacy Rule" shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended from time

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to time, codified at 45 CFR Parts 1601 and 164 (Subparts A & E).

2. CONFIDENTIALITY AND SECURITY REQUIREMENTS

2.1 Business Associate agrees:

- (a) that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement'
- (b) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Service Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;
- (c) unless otherwise limited herein, it may: (a) consistent with 45 CFR § 164.504(e)(4), use and disclose the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate or as otherwise required by law; and (b) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the Protected Health Information received by Business Associate in its capacity as a business associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective covered entities;
- (d) at termination of this Agreement, the Service Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that

Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; Under any circumstances, Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the expiration or termination of this Agreement, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the Protected Health Information infeasible;

- (e) to require that its agents, including subcontractor(s), to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, to agree, in writing, to the same restrictions and condition on the use and/or disclosure of Protected Health Information that apply to the Business Associate; including but not limited to the extent that Business Associate provides Electronic Protected Health Information to a subcontractor or agent, it shall require the subcontractor or agent to implement reasonable and appropriate administrative, physical and technical safeguards to protect the Electronic Protected Health Information consistent with the requirements of this Agreement. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to Breach the terms of this Agreement.

2.2 Business Associate shall:

- (a) following the discovery of a Breach by Business Associate, its employees, representatives, agents or subcontractors, of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the Covered Entity of such Breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the Covered Entity's Breach analysis procedures, including risk assessment, if requested. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Initial report to Covered Entity shall be made by telephone call to Covered Entity's Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Breach, followed by written notice to Covered Entity without unreasonable delay and in no event later than five (5) calendar days after discovery of the Breach. The notification shall include, to the extent possible and subsequently as the information becomes available, the identification of all individuals whose Unsecured Protected Health Information is reasonably believed by Business Associate to have been Breached along with any other available

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- information that is required to be included in the notification to the individual, HHS and/or the media, all in accordance with the data Breach notification requirements set forth in 42 USC § 17932 and 45 CFR Parts 160 & 164 subparts A,D, & E as of their respective Compliance Dates;
- (b) pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate;
 - (c) Implement and use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule set forth in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316;
 - (d) Make available its internal practices, books and records relating to the use and/or disclosure of Protected Health Information to the Security of Health and Human Services and/or Covered Entity for purposes of determining the Covered Entity's compliance with the Privacy Rule;
 - (e) Document, and within thirty (30) days after receiving a written request from Covered Entity, make available information necessary for Covered Entity to make an accounting of disclosures of an Individuals Protected Health Information, in accordance with 45 CFR § 164.528;
 - (f) Notwithstanding subsection (e) above, in the event that Business Associate in connection with the Services uses or maintains an Electronic Health Record of Protected Health Information of or about an Individual, the Business Associate shall then, when and as directed by Covered Entity, make an accounting of disclosures of Protected Health Information directly to an Individual within thirty (30) days, in accordance with the requirements for accounting for disclosures made through an Electronic Health Record in 42 USC § 17935(c), as of its Compliance Date;
 - (g) Report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity's Privacy Officer any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. 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 Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- ### 3. AVAILABILITY OF PHI
- 3.1 Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.
- ### 4. TERMINATION
- 4.1 Term. Each term and condition of this Agreement shall commence as of the Effective Date. This Agreement shall continue in effect unless terminated as provided in this section, provided, that certain provisions and requirements of this Agreement shall survive the expiration or termination of this Agreement in accordance with Section 5.4 herein.
- 4.2 Termination. Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate

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written assurances to Covered Entity that it will not Breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened Breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately.

In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, such Party shall notify the other Party in writing. For a period of up to thirty days (30), the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period (30), the Agreement fails to comply with the HIPAA Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of all Service Agreement(s) between Covered Entity and Business Associate.

4.4 Effect of Termination or Expiration. Within sixty (60) days after the expiration or termination for any reason of this Agreement, Business Associate shall return or destroy all Protected Health Information, if feasible to do so, including all Protected Health Information in possession of Business Associate's agent or subcontractors. In the event that Business Associate determines that return or destruction of the Protected Health Information is not feasible, Business Associate shall notify Covered Entity in writing. Under any circumstances, Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the expiration or termination of this Agreement, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the Protected Health Information infeasible.

5. MISCELLANEOUS

5.1 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous written or oral memoranda, negotiations, arrangements, contracts or understandings of any nature or kind between the Parties with respect to the subject matter hereof. This Agreement may be amended or modified only in a writing signed by the Parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the Parties, and

shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein. This Agreement will be governed by the laws of the State of Oklahoma.

5.2 Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

5.3 No Third Party Beneficiaries. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.

5.4 Construction of Terms. The terms of this Agreement to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA and ARRA.

5.5 Survival. Sections 1, 2.1(b), 2.2(e), 5.4, 5.7 and this Section 5.5, and any other provisions of this Agreement that by their terms are intended to survive shall survive the termination or expiration of this Agreement.

5.6 Notices. Any written notices to be given hereunder shall be made via US Mail or express courier to such Party's address.

5.7 Counterparts; Facsimiles. This Agreement may be executed in counterparts, each of which will constitute an original and all of which will be one and the same document. Facsimile copies hereof shall be deemed to be originals.

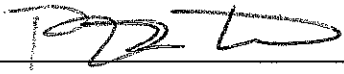
5.8 Superseding Restrictive Provisions. The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

5.9 In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

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

COVERED ENTITY / NorthCare:

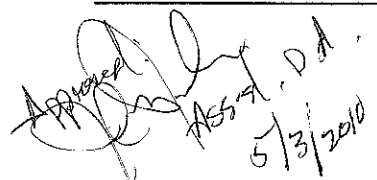
BUSINESS ASSOCIATE:

By: 

By: _____

Title: CEO

Title: _____


Approved
ASS'T. D.A.
5/3/2010