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MAR 30 2020

KITSAP PUBLIC
HEALTH DISTRICT

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
THE SALVATION ARMY

This Professional Services Agreement (“Agreement”) is made and entered into between the Kitsap Public Health District, a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Chapter 9.52 Kitsap County Code, hereinafter referred to as “District,” and the Salvation Army, a California corporation, through its Bremerton corps, hereinafter referred to as “Contractor.” The Parties mutually agree as follows:

1. **Period of Performance:** The period of performance of this Agreement shall begin January 1, 2020 and be completed no later than December 31, 2020, unless terminated sooner or extended as provided for herein.
2. **Services:** District requires Contractor to provide the following services in support of and related to the Kitsap Connect grant project:
 - a. A trained security guard in support of the crisis response team performing work related to Kitsap Connect grant project. The presence of security personnel is sought in order to preserve a peaceful work environment for staff employed by the grant as well as to mitigate hazards posed by at-risk clients. A guard shall be on site during core business hours of 8:00 AM to 2:00 PM. Contractor’s vendor agreement specifying the employment and duties of the security guard to the District and is hereto attached as **ATTACHMENT A**.
 - b. A case manager to provide general social services to Kitsap Connect clients, including but not limited to case management, service authorization, and referrals to assistance for adults to develop and pursue an effective a mutually agreed upon case plan. The case manager will report administratively to Contractor and will accept assignments by, and have programmatic reporting responsibilities to, the Kitsap Connect Program Coordinator.
 - c. Phone and internet connectivity and service to the Kitsap Connect office space.
 - d. In-kind office space for the Kitsap Connect Program staff.
3. **Qualifications/Eligibility:** Contractor’s Kitsap Connect staff will have the qualifications necessary to successfully complete the objectives of this Agreement. Contractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
4. **Compensation:** District agrees to contribute a total compensation not to exceed \$72,530 during the Agreement for the services delineated above; see **ATTACHMENT B** for contract budget. Compensation will be based on invoices submitted by Contractor itemizing hours worked with a detailed description of services performed. Funding for the trained security guard is contingent upon availability of funds from the City of Bremerton. The interlocal agreement between the District and the City of Bremerton detailing the intent to distribute the funds is attached as **ATTACHMENT C**.

5. **Notices:** Notices pursuant to this Agreement shall be sent to:

If to the District:

Kitsap Public Health District
ATTN: Keith Grellner
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2224

If to the Contractor:

Salvation Army
ATTN: Dana M. Walters, Captain
P.O. Box 886 – 832 6th Street
Bremerton, WA 98337
(360) 373-5550

6. **Billings:** Billings to the District shall be submitted no more frequently than every 30 days. Final invoice is due to the District no later than January 10, 2021. Billings shall be sent to:

Kitsap Public Health District
Accounts Payable
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2215

7. **Independent Contractor:** Contractor and its employees or agents performing under this Agreement shall not be considered to be employees or agents of the District for any purpose.
8. **Indemnification:** Contractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. Solely for the purposes of this provision, the Contractor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.
9. **Insurance:** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

No Limitation Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Contractors and personal injury and advertising injury. The District shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District.

2. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
3. Professional Liability insurance appropriate to the Contractor's profession. The Contractor shall provide the District with proof of liability insurance or professional errors and omissions coverage appropriate to the Contractor's profession.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. Contractor's insurance coverage shall be primary insurance in respect to the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
2. Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

10. **Safeguarding of Information:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information except as provided by law. The security guard will sign a statement of confidentiality and will safeguard any sensitive information encountered while performing the work of this Agreement. The confidentiality statement shall be attached as **ATTACHMENT D.**

11. **Statutory and Regulatory Compliance:** Contractor shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
12. **Compliance with State and Federal Confidentiality Laws:** Contractor shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted pursuant to its provisions and sign a Business Associate Agreement which is incorporated into this Agreement as **Attachment E**.
13. **Non-Discrimination:** Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
14. **No Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
15. **Dispute Resolution:** In the event that a dispute arises under the Agreement that the parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
16. **Choice of Law:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
17. **Severability:** If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
18. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
19. **Termination:** This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
 - A. **For Funding:** In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, KPHD may summarily terminate this Agreement notwithstanding any other termination provision of this Agreement. Termination under this

paragraph shall be effective upon the date specified in the written notice of termination sent by KPHD to the Contractor. After the effective date, no charges incurred under this Agreement are allowable.

B. For Cause: If either party fails to perform in the manner called for in the Agreement, or if either party fails to comply with any other provision of the Agreement and fails to correct such noncompliance with thirty (30) days written notice thereof, the aggrieved party may terminate the Agreement for cause. Termination shall be affected by serving a notice of termination on the party setting forth the manner in which the party is in default. Contractor shall be paid for services performed in accordance with the manner of performance set forth in this Agreement.

C. For Default: Either party may terminate the Agreement upon giving written notice to the other party in the event the other party is in breach of a material provision of this agreement and shall have failed to cure such breach within thirty (30) days.

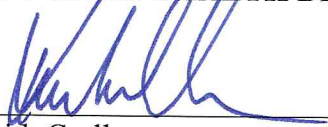
In the event of termination, Contractor shall settle all outstanding liabilities and all claims arising out of such termination of orders, with the approval or ratification of the District to the extent the District may require, which approval or ratification shall be final for all the purposes of this clause.

20. **Survival:** Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include but are not necessarily limited to the following: Indemnification, Termination, Disputes, Confidentiality, Choice of Law, and Severability.

21. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

KITSAP PUBLIC HEALTH DISTRICT

THE SALVATION ARMY

By: 
Keith Grellner
Administrator

By: 
Lt. Col. Bill Dickinson

Date: 3/12/2020

Date: 3.26.20

Funding Source
Program: CH Non-Federal Contract/Grant: 1/10 TH OF 1% Sales Tax, City of Bremerton contract



Temporary Agreement of Service

02/12/2019

STEPHEN GROUP INTERNATIONAL has been requested to furnish uniformed security agents, which services client regards as critical to its business and or event operations, on the following terms and conditions:

Client: The Salvation Army Northwest Divisional Headquarters / 111 Queen Anne Avenue North Seattle, Washington 98109 / Carol McNair Human Resources Executive / office (206) 587 0503 / cell (206) 795 7551 / carol.mcnair@usw.salvationarmy.org

Location of Service to be provided: THE SALVATION ARMY – BREMERTON - 832 6th St, Bremerton, WA 98337

Date/Time: Friday FEB 1 2019 – Saturday FEBRUARY 1 2020 (8:30 am – 1:30 pm (M/T/Th/F) 9:00 - 6:00 pm (W)

Classification of Agent _____ **Hours requested** _____ **Regular hourly rate**

Uniformed security agents on site Total Hrs = 29 per week \$25.00 per hour per security agent

Initial role requested of Stephen Group International security agent by Client:

Client request:

Secure Area of Operation –Providing Fire watch and Access control to Location named above, to authorize personnel deemed by client during said hours. Establish presence and deterrence of illegal activity through all legal means granted by Washington State Laws Regulating Private Security Guards Chapter 18.170 RCW/ Washington Administrative Code for Private Security Guards WAC 308 – 18/ Washington State Criminal Code Title 9A. Observe and Report unauthorized activity determined by Client to Client and or Client representative, Stephen Group International management staff and local law enforcement agencies if determined necessary by statute or Client request.

Client will pay Stephen Group International overtime rates equal to one and one – half (1.5) times above for any over time, supervision and training time requested or required by Client, arising from abnormally severe weather conditions, natural disasters or acts of God, or resulting from the special needs of clients operation. Client will pay additional late fee of 20% of total invoice if full payment is not received within 15 days of completion of service.

Stephen Group International is not an insurer of the Clients risks and exposure. Stephen Group International makes no guarantee that the no loss will occur or that the services provided will prevent events or occurrences that the services is designed to help detect or avert. Stephen Group International will be not be held liable for negligence on the part of independent contractors to Client or a third party.

These terms and conditions are limited to the terms and conditions located on this document

AGREED: (Client Name): The Salvation Army / Bremerton Corps, Bremerton WA.

Client Signature and Date: Jonathan P. Harvey / 3/7/19

Stephen Group International representative Signature and Date: JACOB A. STEPHEN 02/12/2019

Addendum

This Addendum supplements the contract between Stephen Group International and The Salvation Army for security services provided in Bremerton, Washington.

1. The following sentence of the contract shall be deleted "Stephen Group International will not be liable for negligence on the part of independent contractors to Client or a third party."

2. The Parties agree to the following mutual indemnification language:

"Each Party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other Party, defend the other Party (the "Indemnified Party") from and against any and all claims, losses, liabilities, penalties, costs, and expenses, including reasonable attorneys' fees, established by judgment, alternative-resolution award, or determination of any administrative or regulatory body asserting authority over either Party or the subject matter of this Agreement, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party."

3. Each Party agrees, represents, and warrants to the other that it will abide by any and all laws, regulations, or other legal requirements applicable to it performing this Agreement. Each Party will notify the other within five days if it becomes subject to an investigation regarding its compliance with any laws, regulations, or other legal requirements applicable to its performance of services under this Agreement.

4. Stephen Group International shall obtain and maintain throughout the term of this Agreement policies of insurance as required by law and described more particularly below:

- a. Commercial General Liability insurance; said policy shall be written with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and said policy shall endorse TSA as additional insured.
- b. Business Automobile Liability insurance; said policy shall be written with a combined single limit no less than \$1,000,000, and said policy endorse TSA as additional insured.
- c. Worker's Compensation insurance shall be written with limits in conformity with the laws of the state in which services are performed.

THE SALVATION ARMY
NORTHWEST DIVISION
INTERIM FINANCE COUNCIL

MAR 07 2019

Approved _____
Reviewed _____
Signed _____

Not Approved _____
Recommend _____



ATTACHMENT B
CONTRACT BUDGET

Budget Item	Budget Amount	Contractor In-Kind
Trained Security Guard	\$30,000	\$ 0
Case Manager (Salary & Benefits)	\$38,830	\$25,000*
Phone and Internet Service, office supplies and equipment	\$3,700	\$ 0
Office Space	\$ 0	NA
Total Budget	\$ 72,530	\$ 25,000

*Through fund from Medina Grant Agreement for Kitsap Connect

**AMENDMENT NO. 3 TO SERVICES REIMBURSEMENT AGREEMENT
BETWEEN CITY OF BREMERTON AND KITSAP PUBLIC HEALTH DISTRICT**

THIS AMENDMENT NO. 3 to the Services Reimbursement Agreement (“Agreement”) entered March 6, 2017, between the City of Bremerton and Kitsap Public Health District, referred to collectively as the “Parties,” for reimbursement of expenses for security services, is based upon the following recital of facts:

WHEREAS, the current Agreement expires December 31, 2019; and

WHEREAS, the Parties desire to extend the current term and reimbursement provisions of the Agreement; and

WHEREAS, the Agreement requires modification to be made by written instrument signed by both Parties;

NOW THEREFORE, the Parties hereby agree:

1. Section II of the Agreement, “Term,” is hereby amended to extend the expiration date of the Agreement to December 31, 2020.

2. Section III of the Agreement, “Reimbursement,” is hereby amended to increase the reimbursement to an amount not to exceed a total amount of One-hundred Twenty thousand dollars and 00/100 (\$120,000.00), including the \$90,000 already paid to reimburse for services in 2019, 2018, and in 2017.

3. All other terms of the Agreement as amended shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 3 as of the date and year last written below.

KITSAP PUBLIC HEALTH DISTRICT

CITY OF BREMERTON

By: KEITH GRELLER
Its: ADMINISTRATOR

By: Greg Wheeler
Its: Mayor

DATE: 2/7/2020

DATE: 2/14/2020

APPROVED AS TO FORM:

ATTEST:

m Ruyra for
ROGER A. LUBOVICH, City Attorney

Angela Hoover for:
ANGELA HOOVER, City Clerk

ATTACHMENT D

STATEMENT OF CONFIDENTIALITY

As a contractor of the Salvation Army, I understand and agree to follow these principles of confidentiality:

To conduct myself in a manner that assures client confidentiality and ensures compliance with regard to “protected health information” (PHI) and “electronic protected health information” (E PHI).

Not to handle, seek, or inquire about PHI or E PHI.

To hold in confidence all identifying information about any potential, current, or former client utilizing the Kitsap Connect Program I may encounter.

Employee/Intern/Volunteer/Contractor Signature

Date

Supervisor/Program Manager Signature

Date

ATTACHMENT E HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Kitsap Public Health District (“Covered Entity”) and Salvation Army (“Business Associate”).

Section I: Purpose

Performance of the Underlying Agreement may require Business Associate to use or disclose protected health information that is subject to provisions of the Health Insurance Portability and Accountability Act of 1996, set forth in 45 C.F.R. Parts 160 and 164 (commonly known as the “HIPAA Rules”). The purpose of this Agreement is to set forth the obligations of the Parties with regard to the way in which protected health information is created, used, disclosed, maintained, provided or received on behalf of Covered Entity by the Business Associate.

Section II. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Health Information, and Use.

Specific Definitions:

1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to this Agreement shall mean Salvation Army.
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” in 45 CFR 160.103, and in reference to the party in this Agreement shall mean the Kitsap Public Health District.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164.

Section III. Obligations and Activities of Business Associate

Business Associate agrees to:

1. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
2. Use appropriate safeguards, and comply with Subpart C of 45 CFR, Part 164 with respect to protected electronic health information and to prevent use or disclosure of protected health information other than as provided for by this Agreement.

3. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware.

Business Associate agrees to promptly notify covered entity following the discovery of a Breach of unsecured PHI. A Breach is considered “discovered” as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured PHI shall include the identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach.

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
5. Business Associate agrees to mitigate, to the extent possible, any harmful resulting from use or disclosure of PHI by Business Associate or its agents or subcontractors, in violation of the requirements of this Agreement.
6. Maintain and make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524.

If an Individual makes a request for access to the protected health information directly to Business Associate, business associate shall notify covered entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

7. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526.

If an Individual makes a request for amendment to the protected health information directly to Business Associate, Business Associate shall notify Covered Entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

8. Maintain and make available the information required to provide to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528.

If an Individual makes a request for accounting of disclosures directly to Business Associate, Business Associate shall notify Covered Entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

9. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
10. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Section IV. Permitted Uses and Disclosures by Business Associate

1. Business Associate may only use or disclose protected health information as necessary to perform the services as outlined in the underlying agreement.
2. Business Associate is not authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
3. Business Associate may use or disclose protected health information as required by law.
4. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below:

- a) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- b) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Section V. Termination

1. Term. The Agreement shall terminate on December 31, 2020 or on the date Covered Entity terminates for cause, whichever is sooner.

2. Termination for Cause. Business Associate authorizes termination of the Agreement if Covered Entity determines Business Associate has violated a material term of the Agreement and has not cured the breach or ended the violation within the time specified by Covered Entity.
3. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.

In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

4. The obligations of Business Associate under this section shall survive the termination of this Agreement.

Section VI. Miscellaneous

1. A reference in this agreement to a section in the HIPAA Rules means the section as in effect or amended.
2. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law.
3. Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.