

CONTRACT

This Data Use Agreement (the "Agreement") is entered into this 12th day of December, 2006 between the University of Utah, on behalf of its University of Utah Health Sciences Center ("Data Recipient"), and State of North Carolina Office of Emergency Medical Services ("Covered Entity") for purposes of compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

RECITALS

- A. Data Recipient performs certain **operations including the collection of EMS incident data in order to populate a National Emergency Medical Services (EMS) Database** functions; and
- B. Covered Entity (State of North Carolina Office of Emergency Medical Services) is engaged in activities involving **the regulatory authority over such entities** and possesses certain data in connection with that activity; and
- C. Covered Entity agrees to disclose a Limited Data Set (as defined in **Appendix A**) to Data Recipient for use by Data Recipient in performing the Activities (as defined below); and
- D. Data Recipient agrees to limit its use of the Limited Data Set and protect the Limited Data Set according to the terms and conditions of this Agreement, and all applicable requirements of HIPAA and the Privacy Rule (as defined below), as amended from time to time.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

1.0 DEFINITIONS.

Capitalized terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are defined in the Standards for Privacy of Individually Identifiable Health Information, 45 CFR part 160 and part 164, subparts A and E, as amended (the "Privacy Rule").

2.0 DISCLOSURE OF LIMITED DATA SET TO DATA RECIPIENT.

2.1 Scope of Limited Data Set. For purposes of this Agreement, the Limited Data Set shall consist of the following health information (the "Limited Data Set"):
Information from EMS incidents occurring in the State of North Carolina, created by EMS professionals, and then submitted to the State of North Carolina's Office of EMS.

2.2 Disclosure of Limited Data Set. Covered Entity agrees to disclose the Limited Data Set to Data Recipient solely for use in connection with Data Recipient's **responsibility to populate a National EMS Database with data from states from around the United States** and related activities (the "Activities"), and Data Recipient

agrees that it shall not use the Limited Data Set for any other purpose. Data Recipient further agrees that Data Recipient shall limit access to and the use of the Limited Data Set to the following individuals or classes of individuals who need the Limited Data Set in performing the Activities: **See Appendix B for a List of Individuals and classes of Individuals.**

3.0 OBLIGATIONS OF DATA RECIPIENT.

3.1. Use of Limited Data Set. Data Recipient (including without limitation its employees, officers, directors, and volunteers) shall not use or disclose the Limited Data Set except as permitted under the terms of this Agreement or as required by law.

3.2 Safeguards Against Misuse of Information. Data Recipient shall use appropriate safeguards to prevent use or disclosure of the Limited Data Set other than as permitted under this Agreement.

3.3 Reporting of Disclosures of Protected Health Information. Data Recipient shall notify Covered Entity of any use or disclosure of the Limited Data Set in violation of this Agreement by Data Recipient, its officers, directors, employees, contractors or agents, or by any third party, within one day of Data Recipient having knowledge of any such violation. Such notice shall be in writing and may be sent by fax (919-843-0195), email (gdm@med.unc.edu), or incident reporting at the EMSPIC provided that any such notice shall also be sent to Covered Entity by personal delivery, certified mail, return receipt requested, or by nationally recognized overnight carrier to the following address: 100 Market Street, Chapel Hill, NC 27516.

3.4 Use of Limited Data Set by Third Parties. Data Recipient shall ensure that its agents, contractors and subcontractors (collectively "Contractors") to whom it provides any portion of the Limited Data Set shall comply with all restrictions and conditions that apply to Data Recipient with respect to the use of the Limited Data Set and that no Contractor shall use or disclose such information except as permitted under the terms of this Agreement or as required by law. Data Recipient further agrees that it shall obtain and maintain, throughout the term of this Agreement, an agreement with each Contractor that has or will have access to the Limited Data Set by or through Data Recipient, under which such Contractor agrees to be bound by the same restrictions, terms and conditions that apply to Data Recipient pursuant to this Agreement.

3.5 Identity of Individuals. Data Recipient agrees not to use the Limited Data Set in such a way as to identify any individual and further agrees not to contact any individual who may be a subject within the Limited Data Set.

3.6 Minimum Necessary Information. Data Recipient represents that Data Recipient's request that Covered Entity disclose Protected Health Information to Data Recipient is limited in scope to the minimum Protected Health Information necessary to accomplish Data Recipient's purpose in connection with the Activities.

3.7 Notice of Request for Data. Data Recipient agrees to notify Covered Entity within five business days of Data Recipient's receipt of any request or subpoena for Protected Health Information relating to this Agreement. Such notice shall be in writing and may be sent by fax (919-843-0195) or email (gdm@med.unc.edu) provided that any such notice shall also be sent to Covered Entity by personal delivery, certified mail, return receipt requested, or by nationally recognized overnight carrier to the following address: EMSPIC, 100 Market Street, Chapel Hill ,NC 27516. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, Data Recipient shall cooperate fully with Covered Entity in any such challenge.

4.0 OWNERSHIP OF INFORMATION.

Data Recipient acknowledges that, as between Data Recipient and Covered Entity, all Protected Health Information received or developed by Data Recipient in connection with this Agreement shall be and remain the sole property of Covered Entity, including any and all derivatives thereof developed by Data Recipient in performing its obligations under this Agreement.

5.0 TERM AND TERMINATION.

5.1 Term. The term of this Agreement shall commence as of the effective date set forth above and shall terminate when all of the Protected Health Information provided by Covered Entity to Data Recipient, or created or received by Data Recipient on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

5.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Data Recipient, Covered Entity shall:

(a) Provide Data Recipient with written notice of the breach and an opportunity to cure the breach within 30 calendar days of receipt of such notice. Data Recipient shall immediately take steps to mitigate the breach and shall cure the breach within the 30 day notice period. If Data Recipient fails to mitigate and cure the breach within the notice period Covered Entity may immediately terminate this Agreement; or

(b) Immediately terminate this Agreement (without opportunity to cure) if Covered Entity determines, in Covered Entity's sole discretion, that Data Recipient has breached a material term of this Agreement; or

(c) Covered Entity shall report the violation to the Secretary.

5.3 Effect of Termination. Upon termination of this Agreement, Data Recipient shall, upon the request of Covered Entity, either return or destroy all Protected Health Information received from Covered Entity, or created or received by Data Recipient on behalf of Covered Entity, and thereafter Data Recipient shall not retain any copies of such Protected Health Information. Notwithstanding the foregoing, to the extent that

Covered Entity agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of this Agreement shall survive termination of the Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes that prevented the return or destruction of such Protected Health Information.

6.0 INDEMNIFICATION.

Covered Entity and Data Recipient shall each defend, indemnify and hold harmless the other from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees, to the extent caused by or arising out of any breach of this Agreement or failure to perform the obligations hereunder, by the indemnifying party, its employees, officers, volunteers or Contractors. The indemnity obligations set forth in this Section 6.0 shall survive termination of this Agreement.

7.0 INJUNCTIVE RELIEF.

Data Recipient agrees that the remedies at law for any breach by it of the terms of this Agreement shall be inadequate and that monetary damages from any such breach may not be sufficient or readily measured. Accordingly, in the event of any breach or threatened breach by Data Recipient of any terms of this Agreement, Covered Entity shall be entitled to immediate injunctive relief. Covered Entity's right to injunctive relief shall be cumulative and nothing herein shall prohibit Covered Entity from seeking all other available remedies.


8.0 MISCELLANEOUS.

8.1 Effect. The terms and provisions of this Agreement shall supercede any other conflicting or inconsistent agreements between Covered Entity and Data Recipient, including without limitation all exhibits or other attachments hereto and all documents incorporated herein by reference. Without limiting the foregoing, any limitation of liability or exclusion of damages provisions in any other agreement shall not be applicable to this Agreement.

8.2 Amendment. Data Recipient and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Rule, the Standards for Electronic Transactions (45 CFR Parts 160 and 162) and the Security Standards (45 CFR Part 142) (collectively, the "Standards") promulgated or to be promulgated by the Secretary or other regulations or statutes. Data Recipient agrees that it will fully comply with all such Standards and that it will agree to amend this Agreement to incorporate any material changes required by the Standards.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year set forth above.

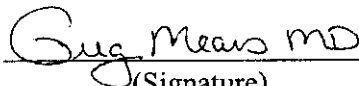
UNIVERSITY OF UTAH _____
("Data Recipient")

By:  _____
(Signature)

Name: _____
(Please Print)

Title: _____

State of North Carolina Office of EMS EMSPIC
("Data Recipient")

By:  _____
(Signature)

Name: Greg Mears _____
(Please Print)

Title: NC EMS Medical Director _____

Appendix A
The National EMS Elements
To Be Collected From the State of North Carolina

E01_01	Patient Care Report Number
E01_02	Software Creator
E01_03	Software Name
E01_04	Software Version
E02_01	EMS Agency Number
E02_04	Type of Service Requested
E02_05	Primary Role of the Unit
E02_06	Type of Dispatch Delay
E02_07	Type of Response Delay
E02_08	Type of Scene Delay
E02_09	Type of Transport Delay
E02_10	Type of Turn-Around Delay
E02_12	EMS Unit Call Sign (Radio Number)
E02_20	Response Mode to Scene
E03_01	Complaint Reported by Dispatch
E03_02	EMD Performed
E05_02	PSAP Call Date/Time
E05_04	Unit Notified by Dispatch Date/Time
E05_05	Unit En Route Date/Time
E05_06	Unit Arrived on Scene Date/Time
E05_07	Arrived at Patient Date/Time
E05_09	Unit Left Scene Date/Time
E05_10	Patient Arrived at Destination Date/Time
E05_11	Unit Back in Service Date/Time
E05_13	Unit Back at Home Location Date/Time
E06_08	Patient's Home Zip Code
E06_11	Gender
E06_12	Race
E06_13	Ethnicity
E06_14	Age
E06_15	Age Units
E07_01	Primary Method of Payment
E07_34	CMS Service Level
E07_35	Condition Code Number
E08_05	Number of Patients at Scene
E08_06	Mass Casualty Incident
E08_07	Incident Location Type
E08_15	Incident ZIP Code
E09_01	Prior Aid
E09_02	Prior Aid Performed by
E09_03	Outcome of the Prior Aid
E09_04	Possible Injury

Appendix A
The National EMS Elements
To Be Collected From the State of North Carolina
(Cont.)

E09_11	Chief Complaint Anatomic Location
E09_12	Chief Complaint Organ System
E09_13	Primary Symptom
E09_14	Other Associated Symptoms
E09_15	Providers Primary Impression
E09_16	Provider's Secondary Impression
E10_01	Cause of Injury
E11_01	Cardiac Arrest
E11_02	Cardiac Arrest Etiology
E11_03	Resuscitation Attempted
E12_01	Barriers to Patient Care
E12_19	Alcohol/Drug Use Indicators
E18_03	Medication Given
E18_08	Medication Complication
E19_03	Procedure
E19_05	Number of Procedure Attempts
E19_06	Procedure Successful
E19_07	Procedure Complication
E20_07	Destination Zip Code
E20_10	Incident/Patient Disposition
E20_14	Transport Mode from Scene
E20_16	Reason for Choosing Destination
E20_17	Type of Destination
E22_01	Emergency Department Disposition
E22_02	Hospital Disposition

Appendix B
Disclosure of Limited Data Set
By Means of the National EMS Database

For the purposes of using the data subset from the State of North Carolina, the following individuals or classes of individuals will have access to different levels of data.

All Data Sent by the State of North Carolina in it's Raw Format

- University of Utah, Health Sciences Center, National EMS Information System Technical Assistance Center (NEMIS TAC) (Note: This includes individuals from the University of North Carolina's Performance Improvement Center which currently holds a subcontract with the University of Utah to conducting certain portions of the NEMIS TAC)
- National Highway Traffic Safety Administration (NHTSA) Office of EMS or the NHTSA's National Center for Statistics and Analysis
- U.S. Department of Health and Human Services: Health Resources and Services Administration (HRSA) Emergency Medical Services for Children Program
- U.S. Department of Health and Human Services: Centers for Disease Control and Prevention

Data Sent By the State of North Carolina and Used by the National EMS Database Reporting Engine. EXCLUSIONS: Any EMS incidents where the Incident Zip Code could be used to potentially identify an individual will be excluded.

- The above entities
- United States or Territories: Offices or Bureaus of Emergency Medical Services
- National Association of State EMS Officers

Data Sent By the State of North Carolina and Used by the National EMS Database Reporting Engine. EXCLUSIONS:

-Any EMS incidents where the Incident Zip Code could be used to potentially identify an individual OR

-Any information to determine a local EMS agency within a state

- The above entities
- The public that can access the National EMS Information System National EMS Database Reporting Engine's website

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (the "BA Agreement") is entered into this day of 200X between the State of North Carolina Office of Emergency Medical Services, (the "Covered Entity") and the NEMSIS Technical Assistance Center (NEMSIS TAC), Department of Pediatrics, University of Utah School of Medicine ("Business Associate") for purposes of compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

RECITALS

A. Covered Entity and Business Associate have entered into certain agreement(s) existing as of the effective date of this BA Agreement and may enter into other future agreements (the "Applicable Agreements"), as more specifically defined at Section 3.0 below; and

B. In performing their respective obligations under the Applicable Agreements, Covered Entity may from time to time disclose to Business Associate certain Protected Health Information; and

C. Covered Entity and Business Associate wish to enter into this BA Agreement for the purpose of addressing certain requirements of HIPAA with respect to the performance of their obligations under the Applicable Agreements and this BA Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

1.0 **DEFINITIONS.**

The following terms are defined for purposes of this BA Agreement. Terms used, but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the Privacy Rule.

- (a) "Business Associate" shall mean University of Utah.
- (b) "Covered Entity" shall mean the State of North Carolina Office of Emergency Medical Services.
- (c) "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (d) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (e) "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR parts 160, 162 and 164
- (f) "Protected Health Information" shall have the same meaning as the term "Protected Health Information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(g) "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to information created, received, maintained, or transmitted by Business Associate on behalf of the Covered Entity

(h) "De-identified Health Information" shall be any information not identified as "Protected Health Information" from the above definition and shall include any information that cannot be associated with any individual.

(i) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2.0 **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**

(a) Business Associate agrees to not use or disclose Protected Health Information or De-identified Health Information other than as permitted or required by the BA Agreement or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BA Agreement.

(c) 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 BA Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this BA Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.

(f) Upon advance written notice and during normal business hours, Business Associate agrees to provide access to Protected Health Information and De-identified Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 in the time and manner as reasonably requested by Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary, in a time and manner as reasonably requested by the Covered Entity or as otherwise designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner as reasonably requested by Covered Entity or an Individual, information collected in accordance with Section 2.0 (i) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(k) Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity.

i. Business Associate agrees to patch devices/software that will be connected to the UUHSC network

ii. Business Associate agrees to run anti-virus software that is updated regularly (weekly at a minimum) on all devices that are or will be connected to the UUHSC network.

(l) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

(m) Business Associate agrees to report to the Covered Entity any security incident of which it becomes aware.

(n) Business Associate agrees to make its policies, procedures and documentation required by the Security Rule relating to the administrative, physical, and technical safeguards available to the Secretary of HHS for purposes of determining Covered Entity's compliance with the Security Rule.

(o) Business Associate will register the following with the UUHSC Information Security Office (security@hsc.utah.edu) within seven business days of any new, modified, or removed items/connections:

i. Any device (computer, printer, hub, switch, wireless access point, etc) attached to the UUHSC network (includes direct connection dialup connections, or site-to-site VPNs).

ii. Any physical connection to the UUHSC network (includes direct connection, or site-to-site VPNs).

iii. Any wireless devices the Business Associate has placed, or required to be placed, on the UUHSC network.

3.0 **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified below or in future Applicable Agreements, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. For purposes of this BA Agreement, the Applicable Agreements shall include the activities listed below and all other existing or future agreements between the parties. Failure to list any other agreements between the parties shall not limit the application of this BA Agreement to any such other agreements. The authorized activities include:

1. The Business Associate may use Protected Health Information and De-identified Health Information to populate the National EMS Database that are necessary to accomplish the objectives of National EMS Technical Assistance Center's contractual obligations. Protected Health Information will not be obtainable by those accessing the National EMS Database unless such information cannot be associated to an individual.

In addition to the foregoing general permitted uses and disclosures, and except as otherwise limited in this BA Agreement:

(a) Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Sec. 164.502(j)(1).

(e) With permission from the Covered Entity, the Business Associate may use De-identified Health Information for purposes of training in EMS data analysis as long as the Covered Entity is provided full disclosure and credit.

4.0 **OBLIGATIONS OF COVERED ENTITY.**

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

5.0 PERMISSIBLE REQUESTS BY COVERED ENTITY.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity; provided however, that Business Associate may use or disclose Protected Health Information for data aggregation and other management and administrative activities to the extent permitted under the Applicable Agreements(s) and all applicable laws.

6.0 TERM AND TERMINATION.

(a) Term. The Term of this BA Agreement shall commence as of the effective date set forth above and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section, regardless of the termination date of any Applicable Agreement.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this BA Agreement and the Applicable Agreement(s) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

(2) Immediately terminate this BA Agreement and the Applicable Agreement(s) if Business Associate has breached a material term of this BA Agreement; or

(3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in paragraph (c)(2) of this Section 6, upon termination of this BA 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.

(2) 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 and reasons that make return or destruction infeasible. If Covered Entity agrees with Business Associate's determination that the return or destruction of Protected Health Information is infeasible, Covered Entity shall provide written notice of its agreement to Business Associate and upon receipt of such written notice, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures

of such Protected Health Information to only those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7.0 MISCELLANEOUS.

(a) Regulatory References. Any reference in this BA Agreement to HIPAA or the Privacy Rule shall mean the referenced section as is then in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

(c) Survival. The respective rights and obligations of Business Associate under Section 6(b) and Section 7(f) of this BA Agreement shall survive the termination of this BA Agreement.

(d) Interpretation. Any ambiguity in this BA Agreement shall be interpreted in a manner consistent with the Privacy Rule.

(e) Compliance with Laws. In performing their respective obligations under this BA Agreement, Covered Entity and Business Associate shall at all times comply with all applicable provisions of HIPAA, the Privacy Rule, and all other applicable state and federal laws and regulations.

(f) Mutual Indemnity. Covered Entity and Business Associate shall each defend, indemnify and hold harmless the other from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees, to the extent caused by any breach of this BA Agreement or failure to perform its obligations hereunder, by the indemnifying party, its employees, officers, volunteers or subcontractors.

(g) Injunctive Relief. Business Associate agrees that the remedies at law for any breach by it of the terms of this BA Agreement shall be inadequate and that monetary damages from any such breach may not be sufficient or readily measured. Accordingly, in the event of any breach or threatened breach by Business Associate of any terms of this BA Agreement, Covered Entity shall be entitled to immediate injunctive relief. Covered Entity's right to injunctive relief shall be cumulative and nothing herein shall prohibit Covered Entity from seeking all other available remedies.

IN WITNESS WHEREOF, the parties have caused this BA Agreement to be executed by their duly authorized representatives effective as of the day and year set forth above.

State of North Carolina Office of
Emergency Medical Services

By: Greg Mears MD
(Signature)

Name: Greg Mears 12/12/2006
(Please Print)

Title: NC EMS Medical Director

University of Utah

By: _____
(Signature)

Name: _____
(Please Print)

Title: _____