KERN COUNTY / Public Health

Brynn Carrigan - DIRECTOR
Kristopher Lyon, MD - HEALTH OFFICER

November 10, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

PROPOSED AGREEMENT WITH MOJAVE AIR AND SPACE PORT FIRE DEPARTMENT FOR EMERGENCY MEDICAL TECHNICIAN PROVIDER SERVICES
(Fiscal Impact: None)

The purpose of this letter is to request your Board's approval of the proposed Agreement with Mojave Air and Space Port Fire Department for non-transport emergency medical technician (EMT) provider services, from November 10, 2026 through June 30, 2028.

On February 13, 2014, the Emergency Medical Care Advisory Board (EMCAB) approved the *EMT Provider Policies and Procedures* which established the framework to provide non-transport and transport Basic Life Support to the community. This policy is part of the State Emergency Medical Services Personnel Division and authorizes Local EMS agencies to establish policies and procedures to provide oversight to EMT providers under Health and Safety Code 1797.204.

This Agreement will formally designate Mojave Air and Space Port Fire Department as a non-transport EMT provider and allows EMTs to provide basic life support to patients in Kern County. Mojave Air and Space Port Fire Department has gone through an extensive process to achieve and maintain a higher standard of care for patients. Some of the commitments include minimum equipment standards, data reporting standards, training standards, level of service standards and participation in the County-wide System Collaborative meeting for quality improvement oversight. Mojave Air and Space Port Fire Department meets all the requirements to satisfy the standards for this designation under EMT provider Policies and Procedures.

This Agreement has been reviewed and approved as to form by County Counsel.

Therefore, IT IS RECOMMENDED that your Board approve the proposed Agreement with Mojave Air and Space Port Fire Department for non-transport emergency medical technician provider services, from November 10, 2026 through June 30, 2028, and authorize the Chairman to sign.

Respectfully submitted,

Brynn Carrigan
Director of Public Health Services

BNC:mm
Attachment
cc: County Administrative Office

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AGREEMENT FOR PROFESSIONAL SERVICES
FOR EMERGENCY MEDICAL TECHNICIAN PROVIDER SERVICE
INDEPENDENT CONTRACTOR
(County of Kern – Mojave Air & Space Port Fire Department)

THIS AGREEMENT is made and entered into on _____, by and between the COUNTY OF KERN ("County"), a political subdivision of the State of California ("State"), as represented by the Public Health Services Department ("Department"), with its principal location at 1800 Mount Vernon Avenue, Bakersfield, California 93306-3302 and Mojave Air & Space Port Fire Department ("Contractor"), a government agency, with its principal place of business located at 1434 Flight Line, Mojave, CA 93501.

W I T N E S S E T H:

WHEREAS:

(a) Government Code Sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services; and

(b) Department requires the services specified in section 2 of this Agreement; and

(c) County desires to engage Contractor to provide said services and Contractor, by reason of Contractor's qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services on the terms set forth herein.

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. **Term**. This Agreement shall be deemed in force as of the date first above written and shall remain in effect until June 30, 2028, unless sooner terminated as provided for herein.

2. **Services to be Rendered**.

A. Contractor agrees to maintain a vehicle properly equipped as an emergency medical technician provider response vehicle and comply with any other applicable State or federal laws, statutes, regulations, and County ordinances.

B. Contractor has contracted with a third party (“Subcontractor”) to provide service in accordance with an operational plan submitted to and approved by the Division during the authorization or reauthorization process.

C. Contractor and Subcontractor shall fully comply with all requirements of the latest version of the Kern County *EMT Provider Policies and Procedures*. County shall provide Contractor with reasonable advance written notice of any material changes to such Policies and Procedures, and Contractor shall have a reasonable period, not less than thirty (30) days, to come into compliance with such changes.

3. **Compensation**. Contractor shall pay all fees required by the Division for continuing authorization as an emergency medical technician provider service, if applicable. Such fees shall not exceed the amounts published in the Division’s then-current fee schedule.

4. **Outside Services**. Contractor may perform services for, and be employed by such additional clients, persons, or companies as determined in Contractor’s sole discretion, provided that such outside services do not conflict with the services provided to County, pursuant to this Agreement.

5. **Program Compliance**. Contractor certifies that it meets the following criteria: Requirements as outlined in the *EMT Provider Policies and Procedures*.

6. **Reporting Child Abuse**. Contractor shall abide by Section 11166.5 of the Penal Code which requires any medical practitioner who has knowledge of or observes a child in his/her professional capacity who he/she knows or reasonably suspects has been the victim of child abuse, to report the known or suspected

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instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

7. **Debt Limitation**. It is the parties' intent that, notwithstanding any other provisions of this Agreement, this Agreement shall be interpreted so as not to be in conflict with, or in violation of, the provisions of Article XVI, Section 18 of the California Constitution (Debt Limitation).

8. **Evaluation**. Services to be provided by Contractor shall be evaluated by County on a continuing basis. Evaluation may be accomplished by written communication and/or by site visits to view fiscal and/or program process and information. Any deficiencies noted during evaluation shall be stated and placed in detailed written form, and a copy submitted to Contractor. Contractor shall respond in writing to the deficiency statement within twenty (20) days from the date of receipt. A plan to remedy these deficiencies shall be implemented within sixty (60) days from the date of the deficiency statement. If Contractor disputes the stated deficiencies, Contractor may include a written objection with its response, and the parties shall meet and confer in good faith to resolve any disagreement. Failure to remedy the undisputed stated deficiencies may result in termination of the Agreement by County.

9. **Assignment**. Contractor shall not assign, sublet, or transfer this Agreement or any part hereof. Contractor shall not assign any monies due or which become due to Contractor under this Agreement without the prior express and written approval of County. County acknowledges that Contractor has retained Subcontractor to provide the services herein.

11. **Audit, Inspection, and Retention of Records**. Contractor agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Contractor shall permit County to audit, examine, and make excerpts and transcripts from such records, and to conduct audits or reviews of all invoices, materials, records of personnel, or other data related to all other matters covered by this Agreement. Contractor shall allow interviews of any employees who might reasonably have information related to such records. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last.

Contractor agrees that based upon audit findings, if money is to be returned to the funding organization, Contractor shall have the right to review and dispute such findings within fifteen (15) days of receipt. If the dispute is not resolved within such period, the amount identified in the audit must be remitted to County within thirty (30) days of the resolution of any dispute. Failure to recoup within thirty (30) days will result in County's withholding any sum due to Contractor until payment is received. As an alternative, Contractor may allow County to deposit ten percent (10%) of amounts due to Contractor until the completion of the funding sources' audit. If audit findings show there is no reimbursement of funds due, the ten percent (10%) will be paid to Contractor within thirty-five (35) days of receipt of final audit report without interest.

The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

12. **Authority to Bind County**. It is understood that Contractor, in Contractor's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

13. **Captions and Interpretation**. Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

14. **Choice of Law/Venue**. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be

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performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

15. **Compliance with Law**. Contractor shall observe and comply with all applicable County, State, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which is hereby made a part hereof and incorporated herein by reference.

16. **Confidentiality - HIPAA/HITECH Compliance**.

A. During the term of this Agreement, Contractor may receive from County, or may receive or create on behalf of County certain confidential health or medical information ("Protected Health Information" or "PHI"). This PHI is subject to protection under State and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws. Contractor represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and Contractor specifically agrees, on behalf of itself, its subcontractors and agents, to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA, the HITECH Act, and the HIPAA Regulations.

B. For purposes of this section, PHI means any information, whether oral or recorded in any form or medium: (a) 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 (b) 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.

C. The parties acknowledge that State and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties hereto specifically agree to take such action as is necessary to implement the requirements of HIPAA, the HITECH Act, and HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI including but not limited to the incorporation of a Business Associate Agreement ("BAA") attached as Exhibit "A" and incorporated herein by this reference. The parties understand and agree that Contractor must provide to County, after request by County, written evidence that Contractor is in compliance with the HITECH Act, and applicable HIPAA Regulations.

D. Notwithstanding any other provision of this Agreement, County may terminate this Agreement upon twenty (20) days notice in the event: (a) Contractor does not promptly provide written evidence of compliance with the HITECH Act, and applicable HIPAA Regulations, or (b) County becomes aware that Contractor or any of its subcontractors or agents discloses PHI in a manner that is not authorized by County or by applicable law, provided that Contractor shall have a reasonable opportunity, not to exceed twenty (20) days from receipt of written notice, to investigate and cure any such unauthorized disclosure to the extent curable.

E. Contractor has established internal policies and procedures regarding HIPAA compliance and privacy and agrees to make such policies and procedures available to County upon request.

17. **Conflict of Interest**. Contractor has read and is aware of the provisions of Section 1090, et seq. and Section 87100, et seq. of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice thereof. Contractor shall comply with the requirements of Government Code Section 87100, et seq. during the term of this Agreement.

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

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19. **Disqualified Persons**. Contractor represents and warrants that no person providing services under the terms of this Agreement (i) has been convicted of a criminal offense related to healthcare (unless such individual has been officially reinstated into the federal healthcare programs by the Office of Inspector General ("OIG") and provided proof of such reinstatement to County); (ii) is currently under sanction, exclusion, or investigation (civil or criminal) by any federal or state enforcement, regulatory, administrative, or licensing agency, or is ineligible for federal or state program participation; or (iii) is currently listed on the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs. Contractor agrees that if any individual providing services under the terms of this Agreement becomes involved in a pending criminal action or proposed civil debarment, exclusion, or other sanctioning action related to any federal or state healthcare program (each, an "Enforcement Action"), Contractor shall immediately notify County and such individual shall be immediately removed by Contractor from any functions involving (i) the claims development and submission process; and (ii) any healthcare provider contact related to patients; provided, however, that if Contractor is directly involved in the Enforcement Action and a final adverse determination is made against Contractor, any agreement between County and Contractor shall terminate immediately.

20. **Enforcement of Remedies**. No right or remedy herein conferred on or reserved to either party is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

21. **Immigration Reform and Control Act**. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

22. **Indemnification**.

A. Contractor agrees to indemnify, defend, and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent act or omission or willful misconduct of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity. The foregoing indemnity shall not apply to the extent any claim arises from the negligence or willful misconduct of County or County's agents, officers, or employees.

B. If any claim is asserted or action or proceeding brought against County which alleges that all or any part of the services in the form supplied by Contractor or County's use thereof, infringes or misappropriates any United States patent or copyright, or any trade secret or other proprietary right, County shall give Contractor prompt written notice thereof. Contractor shall defend any such claim or action with counsel of Contractor's choice and at Contractor's expense and shall indemnify County for any costs, including reasonable attorney's fees and damages actually incurred by County in connection therewith. County shall

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cooperate fully with and may monitor Contractor in the defense of any claim, action, or proceeding and will make employees available as Contractor may reasonably request with regard to such defense, subject to reimbursement by Contractor of all costs and expenses occasioned by County's cooperation in such defense. This IP indemnification obligation shall apply solely with respect to intellectual property owned or provided by Contractor.

This indemnity does not extend to modifications or additions to the services or products made by County or any third party without written consent of Contractor, or to any unauthorized use of the services or products by County.

If the services or products are, in Contractor's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret, or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the services or products, Contractor shall within ninety (90) days:

(1) Promptly replace the services or products with compatible, functionally equivalent, and non-infringing services or products;

(2) Promptly modify the services or products to make them non-infringing without materially impairing County's ability to use the services or products as intended;

(3) Promptly procure the right of County to continue using the services or products; or

(4) As a last resort, if none of the foregoing alternatives are reasonably available to Contractor and County is enjoined or otherwise precluded legally from using the services or products, Contractor will within one hundred twenty (120) days of the judgment or other court action promptly refund to County all fees and costs paid for the services or products under this Agreement and Amendments thereto whereupon this Agreement shall terminate. All licensed products will be disposed of as ordered by the governing court at the expense of Contractor or as determined by County if the court does not so direct.

Upon Completion of this Agreement, the provisions of this subsection B shall continue to survive.

23. **Insurance**. Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative via email to phcontracts@kerncounty.com. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. Contractor shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

A. Workers' Compensation and Employers Liability Insurance Requirement: In the event Contractor has employees who may perform any services pursuant to this Agreement, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

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Contractor shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

Contractor shall also maintain employer's liability insurance with limits of one million dollars ($1,000,000) for bodily injury or disease.

B. Liability Insurance Requirements:

(1) Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitations for independent contractors working on behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars ($1,000,000) each occurrence.

(c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(2) The Commercial General Liability and Automobile liability Insurance required in this subsection B. shall include an endorsement naming the County and County's board members, officials, officers, agents, and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using <u>one</u> of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 <u>plus</u> either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of one hundred thousand dollars ($100,000) must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

(4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

C. Cancellation of Insurance: The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Contractor shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after ten (10) days written notice by Contractor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This

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notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

D. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current “Best’s Key Rating Guide” publication with a minimum rating of "A-; VII". Any exception to these requirements must be approved by the County Risk Manager.

E. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County reasonably determines, and confirms by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.

F. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers’ Compensation policies when a Contractor’s personnel deliver or perform services for the County while on County property.

G. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor of any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

H. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. County shall provide Contractor written notice of such breach, and Contractor shall have fifteen (15) days from receipt of such notice to cure the breach. If Contractor fails to cure within such period, County, at its sole option, may terminate this Agreement immediately.upon ten (10) days’ written notice to Contractor if such failure is not cured within such notice period.

24. **Modifications of Agreement**. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

25. **Negation of Partnership**. In the performance of all services under this Agreement, Contractor shall be, and acknowledges that Contractor is, in fact and law, an independent contractor and not an agent or employee of County. Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. Contractor retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits, and other compensation, compliance with all occupational safety, welfare, and civil rights laws, tax withholding and payment of employment taxes, whether federal, State, or local, and compliance with any and all other laws regulating employment.

26. **Non-Collusion Covenant**. Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Contractor has received from County no incentive or special payments, nor any considerations not related to the provision of services under this Agreement.

27. **Nondiscrimination**. Neither Contractor, nor any officer, agent, employee, servant, or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly, indirectly, or through contractual or other arrangements.

28. **Nonwaiver**. No covenant or condition of this Agreement can be waived except by the written consent of the waiving party. Forbearance or indulgence by either party in any regard whatsoever shall not

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constitute a waiver of the covenant or condition to be performed by the other party. Each party shall be entitled to invoke any remedy available to it under this Agreement or by law or in equity despite said forbearance or indulgence.

29. **Notices**. All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified herein below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to County shall be addressed as follows:
PUBLIC HEALTH SERVICES DEPARTMENT
Attn: Director of EMS
Office of the Director, 3rd Floor
1800 Mount Vernon Avenue
Bakersfield, CA 93306-3302

Notice to Contractor shall be addressed as follows:
Mojave Air & Space Port Fire Department
Attn: Chris Spandorf
1434 Flight Line
Mojave, CA 93501

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed in Contractor's office, or the receptionist for the Kern County Public Health Services Department.

30. **Ownership of Documents**. All reports, documents, and other items specifically required to be delivered to County in the course of providing services to County under this Agreement are and shall remain the property of County, and shall be returned to County upon full completion of all services by Contractor or termination of this Agreement, whichever first occurs. Contractor shall have the right to retain copies of all such materials for its own records, regulatory compliance, and operational purposes. This provision shall not apply to Contractor's pre-existing materials, proprietary procedures, or internal operational documents.

31. **Representations**. Contractor makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

A. Contractor has the expertise, licenses, certifications, support staff, and facilities necessary to provide the services described in this Agreement; and

B. Contractor does not have any actual or potential interests adverse to County nor does Contractor represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and

C. Contractor shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

32. **Severability**. Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

33. **Signature Authority**. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

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34. **Sole Agreement**. This document, including the attachments hereto, contains the entire Agreement of the parties relating to the services, rights, obligations, and covenants contained herein and assumed by the parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

35. **Termination**.

A. Either party may at its election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event this Agreement is terminated by either party, Contractor shall submit to Department all files, memoranda, documents, correspondence, and other items generated in the course of performing this Agreement, within fifteen (15) days after the effective date of any written Notice of Termination.

B. Notwithstanding the foregoing, County shall have the right to terminate this Agreement upon thirty (30) days' written notice to Contractor in the event County reasonably determines that Contractor does not have the proper credentials, experience, or skill to perform the required services under this Agreement; or effective immediately after giving written notice to Contractor in the event that continuation by Contractor in the providing of services may result (i) in civil, criminal, or monetary penalties against County; (ii) in the breach of any federal or State law or regulatory rule or regulation or condition of accreditation or certification; or (iii) in the loss or threatened loss of County's ability to participate in any federal or State health care program, including Medicare or Medi-Cal.

C. Notwithstanding the foregoing, County shall have the right to terminate this Agreement upon thirty (30) days' written notice to Contractor in the event County reasonably determines that Contractor has materially failed to abide by any applicable policy, procedure, or regulation mandated by the local, State, or federal government, and Contractor has failed to cure such noncompliance within such notice period.

36. **No Third Party Beneficiaries**. It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement shall be strictly reserved to County and Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Contractor that any such person or entity, other than County or Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

37. **Time of Essence**. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof relating to the performance of services and delivery of required materials, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

38. **Political/Religious Activity.** No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office. Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract.

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IN WITNESS WHEREOF, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

COUNTY OF KERN

Date: _____

By _____
Chairman, Board of Supervisors

"County"

Mojave Air & Space Port Fire Department

Date: 10/26/2026

By Signed by: David Smith A000099BEEED4F6...
David Smith, General Manager

"Contractor"

APPROVED AS TO CONTENT:
Public Health Services Department

Date: 10/26/2026

By DocuSigned by: Brynn Carrigan CE023B55E7934CC...
Brynn Carrigan, Director

"Department"

APPROVED AS TO FORM:
Office of the County Counsel

Date: 10/26/2026

By DocuSigned by: Andrew Hamilton 101EF0D5A9DE48B...
Andrew Hamilton, Deputy

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Exhibit A

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("BAA") is by and between County of Kern (Covered Entity ("CE")) and **CONTRACTOR** (Business Associate ("BA")).

RECITALS:

A. CE wishes to exchange certain information with BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Exhibit.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. **Definitions**.

Catch-all definition:

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 Protected Health Information, and Use.

Specific definitions:

(a) **Business Associate**. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Exhibit.

(b) **Covered Entity**. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Exhibit.

(c) **HIPAA Rules**. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to 42 U.S.C. Section 17921.

(e) **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A and E.

(f) Security Rule. "Security Rule" shall mean the HIPAA Regulation codified at 45 CFR Parts 160 and 164, Subparts A and C.

2. **Obligations and Activities of Business Associate**.

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

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(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) 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;

(e) 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;

(f) 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;

(g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(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

(i) Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining compliance with the HIPAA Rules.

3. **Permitted Uses and Disclosures by Business Associate**.

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) 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.

(e) 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.

(f) 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.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

4. **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**.

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 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, the permission by an individual to use or disclose his or her protected health information, to the extent that such

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changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

(d) Reporting of Improper Access, Use, or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 CFR Section 164.504(e)(2)(ii)(C); 45 CFR Section 164.308(b)].

(e) Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by subsection c above with respect to Electronic PHI [45 CFR Section 164.504(e)(2)(ii)(D); 45 CFR Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 CFR Sections 164.530(f) and 164.530(e)(1)).

(f) Amendment of PHI. If applicable within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors. BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 CFR Section 164.504(e)(2)(ii)(F)].

(g) Accounting Rights. Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in sections 2.b. of this Exhibit [45 CFR Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subsection shall survive the termination of this Agreement.

(h) Governmental Access to Records. BA shall make its internal practices, books, and records relating to the use and disclosure of Protected Information available to CE and to the Secretary for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA

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shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

(i) Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information, provided that BA may retain copies of Protected Information as necessary to comply with BA's legal, regulatory, and record-retention obligations.

(j) Notification of Breach. During the term of the Agreement, BA shall notify CE within ten (10) calendar days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and State laws and regulations.

(k) Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Agreement, Exhibit, or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services ("DHHS"). BA shall provide written notice to CE of any pattern of activity or practice of CE that BA believes constitutes a material breach or violation of the CE's obligations under the Agreement, Exhibit, or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

(l) Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Exhibit for the purpose of determining whether BA has complied with this Exhibit; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Exhibit, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement or Exhibit. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

5. **Termination**.

a. Material Breach. A breach by BA of any provision of this Exhibit, as determined by CE after written notice to BA and failure by BA to cure such breach within thirty (30) days of receipt of such notice, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 CFR Section 164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. CE may terminate the Agreement effective immediately, if (i) BA is convicted or enters a plea of guilty or nolo contendere in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to

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protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

i. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;

ii. Return to covered entity the remaining protected health information that the business associate still maintains in any form;

iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this section, for as long as business associate retains the protected health information;

iv. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Agreement above which applied prior to termination; and

v. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

6. **Indemnification**. BA agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent act or omission of BA or BA's officers, agents, employees, independent BAs, subcontractor of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons, damage to any property, regardless of where located, including the property of County; and any Workers' Compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of BA by any person or entity. The foregoing indemnity shall not apply to the extent any claim arises from the negligence or willful misconduct of County or County's agents, officers, or employees.

7. **Disclaimer**. CE makes no warranty or representation that compliance by BA with this Exhibit, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI. Nothing in this section shall diminish CE's own obligations under HIPAA, the HITECH Act, the HIPAA Regulations, or this Exhibit.

8. **Certification**. To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Exhibit.

9. **Amendment**.

a. Amendment to Comply with Law. The parties acknowledge that State and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the

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Security Rule or other applicable laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or Exhibit when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or Exhibit providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

10. **Assistance in Litigation or Administrative Proceedings**. BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement or Exhibit, available to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, The Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee, or agent is a named adverse party. CE shall reimburse BA for reasonable out-of-pocket costs incurred in connection with providing such assistance.

11. **No Third-Party Beneficiaries**. Nothing express or implied in the Agreement or Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CE, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

12. **Effect on Agreement**. Except as specifically required to implement the purposes of this Exhibit, or to the extent inconsistent with this Exhibit, all other terms of the Agreement shall remain in force and effect.

13. **Interpretation**. To the extent necessary to comply with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule, the provisions of this Exhibit shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Exhibit. This Exhibit and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule. The parties agree that any ambiguity in this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule. The parties agree that any ambiguity in this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule.

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