

APhA Foundation Project IMPACT: Diabetes Community Services Agreement

THIS SERVICES AGREEMENT (this "Agreement") is entered into effective as of the 8th day of April, 2011 by and between County of Santa Barbara Public Health Department ("Community"), with a principal place of business located at 300 N. San Antonio Road, Santa Barbara 93110 and the American Pharmacists Association Foundation ("APhAF"), a not for profit 501(c)(3) organization organized under the laws of the District of Columbia, with its principal place of business located at 2215 Constitution Ave., NW, Washington, DC 20037.

WHEREAS, APhAF is implementing a national initiative that aims to improve care for patients with diabetes through community-based interdisciplinary teams that include pharmacists (known as "Project IMPACT: Diabetes")(the "Project") that will utilize APhA Foundation's structure and process models that consistently produce positive clinical, humanistic and economic outcomes in an effort to reach communities that are disproportionately affected by diabetes.

WHEREAS, Community has been selected by APhAF to participate in the proposed Project, and the Community wishes to participate in the Project under the terms and conditions of this Agreement; and

WHEREAS, Community has agreed to identify one (1) Community location to participate in the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, APhAF and Community (each a "Party" and collectively, the "Parties") agree as follows:

1. DEFINITIONS

- 1.1. "Enrolled Patients" means Patients that have agreed to participate in the Project and subsequently enroll in the Project through completing an enrollment process within the Community.
- 1.2. "Patient" means a Community member with diabetes who meets the inclusion criteria specified for the Project.
- 1.3. "Patient Enrollment" means Community's obligation to enroll Patients in the Project pursuant to Section 2 of this Agreement.
- 1.4. "Project" means the evaluation process to determine the effect of Project IMPACT: Diabetes on the clinical, humanistic and economic outcomes of diabetes.

2. DUTIES OF COMMUNITY

- 2.1. **Training.** In May 2011, the Community Champions and the Lead Organization Contact involved in the Project shall participate in a Project training webinar to prepare them for their role in this important national initiative.
- 2.2. **Patient Enrollment.** By November 30, 2011, Community shall ensure a patient enrollment of at least 75% of the milestone target enrollment. The target Community enrollment is 125 patients with diabetes. Community shall obtain from each Enrolled Patient a completed Project IMPACT: Diabetes Enrollment Form (the "Enrollment Form") and Community shall maintain those Enrollment Forms for the duration of this Agreement.
- 2.3. **Data Collection and Reporting.** Community shall complete all requests for data feedback from APhAF within ten (10) days of such request. Data feedback shall include, but is not limited to, aggregate demographic, clinical, and quality data for each Enrolled Patient as part of the Project. In addition, qualitative research outcomes such as patient interviews and required community video montages shall be submitted to the APhAF. Qualitative and quantitative research data will

be reported quarterly through December 31, 2012. APhAF will provide the required minimum quantitative data set for the Project to all Communities by May 15, 2011.

- 2.4. **National or Regional Conference Presentation.** Each Community is required to engage in grassroots efforts to present information about their Community activities in the Project at regional or national venues at least twice during 2013. Communities may be invited to participate in national media and outreach campaigns that will be organized and implemented through the APhAF.

3. **DUTIES OF APhA Foundation**

- 3.1. **Support Mechanisms.** APhAF shall provide the following support mechanisms to assist the Community in its participation in the Project:
 - 3.1.1. An APhAF Community Coordinator shall be available to provide programmatic support and coaching by telephone and e-mail;
 - 3.1.2. APhAF shall provide a web-based tool kit that contains sample forms, checklists and other resources for implementation that will allow Community participants in the Project to track their progress toward recruitment goals and will support the care of patients with diabetes;
- 3.2. **Community Training.** APhAF shall provide additional training to Community staff involved in the Project through live web seminars and site-level coaching and support as agreed to by the Parties.

4. **COMMUNITY BENEFITS.**

- 4.1. **Community Benefits.** In consideration for its participation in the Project, APhAF shall provide the Community with a \$25,000 grant. APhAF will distribute the \$25,000 grant funding as follows:
 - 4.1.1. \$7,500 grant payment upon execution of the Site Services Agreement (ideally by April 30, 2011) and the Business Associates Agreement for the Project;
 - 4.1.2. \$7,500 grant payment upon achieving the milestone patient enrollment target – expected by November 30, 2011;
 - 4.1.3. \$5,000 grant payment upon submission of the 6-month project evaluation – expected by June 30, 2012;
 - 4.1.4. \$5,000 grant payment upon submission of the 12-month project evaluation and successful completion of all other project milestones – expected by December 31, 2012.
- 4.2. **Use of Grant Monies.** The grant dollars must be used and spent by Community for direct expenses of Community in the execution of Community's duties for the Project as stated in the RFP response and as provided in this Agreement unless approved in writing by the APhA Foundation. Community may not use any grant monies for overhead or any other indirect costs and expenses.
- 4.3. **Taxes and Employee Benefits.** Community will be solely responsible for the payment of all taxes, and its employees' salaries, unemployment insurance, worker's compensation, employee benefits and other employment-related charges and deductions.

5. **TERM AND TERMINATION.**

- 5.1. **Term.** The term of this Agreement will begin on April 8, 2011 (the "Effective Date") and continue in force until December 31, 2013, unless terminated in accordance with this Section 5 (the "Term").
- 5.2. **Termination for Convenience.** APhAF may terminate this Agreement for convenience by providing Community with thirty (30) business days' prior written notice of such termination.
- 5.3. **Termination for Material Breach.** In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement by giving ten (10) business days prior written notice to the other Party; provided, however, that this Agreement will not terminate if the other Party has cured the breach before the expiration of such ten (10) business day period.
- 5.4. **Termination for Insolvency.** This Agreement is terminable immediately without notice by a Party if the other Party: (i) voluntarily institutes insolvency, receivership or bankruptcy proceedings, (ii) is involuntarily made subject to any bankruptcy or insolvency proceeding and such proceeding is not dismissed within sixty (60) days of the filing of such proceeding; (iii) makes an assignment for the benefit of creditors, or (iv) undergoes any dissolution or cessation of business.
- 5.5. **Survival.** The provisions of Section 6 ("Intellectual Property"), Section 7 ("Confidentiality"), Section 8 ("Patient Information and HIPAA"), Section 9 ("Representations and Warranties"), Section 10 ("Indemnification"), Section 11 ("Liability"), and Section 12 ("Miscellaneous Provisions") shall survive the expiration or termination of this Agreement for any reason.

6. **INTELLECTUAL PROPERTY.** Neither Party transfers or licenses to the other Party any rights in or to its patents, patent applications, copyrights, trademarks, trade secrets or other intellectual property rights (collectively, "Intellectual Property Rights"). APhAF retains all Intellectual Property Rights to (1) the web-based tool kit containing sample forms, checklists and other resources for the Project, and (2) any other Project related materials provided to Community hereunder.

7. **CONFIDENTIALITY.**

- 7.1. **Definition of Confidential Information.** For the purposes of this Agreement, "Confidential Information" means information that is disclosed by either Party in connection with this Agreement that is marked as "Confidential" or with a similar legend (or if disclosed orally, is identified by written notice as being confidential information within ten (10) business days after disclosure). Notwithstanding the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of either Party; (ii) is disclosed by one Party with the prior written approval of the other Party; (iii) is independently developed without use of Confidential Information.
- 7.2. **Restriction on Use and Disclosure.** The Parties agree: (i) not to disclose the Confidential Information to anyone other than its employees or advisors without prior written permission, such permission not to be unreasonably withheld; (ii) not to use the Confidential Information, except as required to perform any obligations under this Agreement; and (iii) to ensure that any of its employees or advisors who receive access to Confidential Information are advised of the confidential and proprietary nature thereof and are prohibited from copying, utilizing or disclosing Confidential Information, except as required to perform any obligations under this Agreement.
- 7.3. **Standard of Care.** The Parties agree to employ with regard to the Confidential Information procedures that are no less restrictive than the procedures used by it to protect its own

confidential and proprietary information of similar sensitivity (and that in no event are less restrictive than reasonable procedures).

- 7.4. **Required Disclosures.** If either Party is requested to disclose any of the Confidential Information pursuant to any judicial or governmental order, the requesting Party will, to the extent reasonably feasible, give the other Party written notice of the request and opportunity to contest the order prior to disclosing the Confidential Information.

8. **PATIENT INFORMATION AND HIPAA.**

- 8.1. Each Party acknowledges that the protection of patient privacy is of the utmost importance for the success of the Project. Neither party shall disclose Personal Information, Prescription Information, and/or Protected Health Information of any Project Enrolled Patient to any third person unless such Enrolled Patient has provided his or her prior express "opt in" consent.
- 8.2. "**Patient Information**" shall include any and all information regarding Community's Patients. Neither Party shall create, divulge, transfer, disclose, use, maintain, alter, or communicate in any manner any Patient Information except in accordance with the laws and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law Number 104-191, as amended. Any disclosure of Patient Information by either Party will be in accordance with all applicable federal and state laws, rules and regulations. As required by 45 C.F.R. § 164.504(e)(2)(ii)(H), upon request from the Secretary of the U.S. Department of Health and Human Services, a Party will make its internal practices, books, and records relating to the use and disclosure of Patient Information received from, or created or received by it on behalf of the Patient, available to the Secretary for the purpose of determining the Parties' compliance with 45 C.F.R. § 164.504. If either Party receives such a request, that Party shall notify the other Party in writing. A violation of this Section 8 shall be a material violation of this Agreement. This Section 8 shall survive the expiration or termination of this Agreement.

9. **REPRESENTATIONS AND WARRANTIES.**

- 9.1. **Mutual Representations and Warranties.** Each Party represents and warrants that as of the Effective Date and at all times thereafter:
- (a) this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement; and
 - (b) the execution and delivery of this Agreement by it and the performance of its obligations hereunder: (i) are not in violation or breach of, and will not conflict with or constitute a default under, any material contract, agreement or commitment binding upon it; and (ii) will not conflict with or violate in any material manner, any applicable law, rule, regulation, judgment, order or decree of any government, governmental instrumentality or court having jurisdiction over such Party.
- 9.2. **Warranty by Community.** Community hereby warrants to APhAF that Community's participation in the Project shall be performed in a competent, workman-like manner, in accordance with current industry standards.
- 9.3. **Disclaimer.** Except for the express warranties stated in this Section 9, each Party disclaims all other warranties, whether implied by operation of law or otherwise, including, without limitation, any implied warranties of merchantability and fitness for a particular purpose, and any warranties arising from a course of performance, course of dealing or usage of trade.

10. **INDEMNIFICATION.** Each Party (an “Indemnitor”) will indemnify, defend and hold harmless the other Party and its affiliates and each of their respective trustees, officers, directors, members, managers, employees and agents (each, an “Indemnitee”) from and against any claim, suit or proceeding brought by a third party against an Indemnitee to the extent that it is based on a claim of death, personal injury or damage to tangible property arising out of the negligent or willful misconduct of the Indemnitor or its agents in connection with this Agreement, and shall pay all costs incurred by (including reasonable attorneys fees and disbursements) and damages awarded against the Indemnitees, but shall not be responsible for any compromise or settlement made without the Indemnitor’s consent. The Indemnitee shall promptly notify the Indemnitor in writing of any claim, suit or proceeding that the Indemnitor may have obligations under this Section 10; provided, however, that any failure of the Indemnitee to provide prompt written notice pursuant to this Section 10 shall excuse the Indemnitor only to the extent that it is prejudiced thereby. The Indemnitee seeking indemnification hereunder shall cooperate with the Indemnitor with regard to the defense of any claim, proceeding, suit or threatened suit. The Indemnitor shall have full control of any such claim, proceeding or suit and the authority to settle or otherwise dispose of any suit or threatened suit. In no event, however, may the Indemnitor agree to any settlement of any claim, suit or proceeding for which it has agreed to provide indemnification under this Agreement if such settlement would impose any liability or obligation upon the Indemnitee, without the Indemnitee’s prior, written consent.

11. **LIABILITY.**

- 11.1. **Liability Exclusion.** No Party will be liable to the other Party (nor to any person claiming rights derived from such other Party’s rights) for any indirect, incidental, consequential, special, punitive or exemplary damages of any kind (including without limitation lost revenues or profits, loss of use, loss of cost or other savings or loss of goodwill or reputation) with respect to any claims based on contract, tort or otherwise (including negligence and strict liability) arising out of or relating to this Agreement, regardless of whether the Party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility thereof.
- 11.2. **Exceptions.** Notwithstanding anything to the contrary, the exclusions and limitations of liability set forth in this Section 11 shall not apply: (i) to the Parties’ respective obligations of confidentiality under Section 7, (ii) to any obligations under Sections 8, 9, and 10, or (ii) to the extent that acts or omissions of a Party constitute gross negligence or willful misconduct.

12. **MISCELLANEOUS PROVISIONS.**

- 12.1. **Relationship Of The Parties.** Each Party is an independent contractor of the other Party. Nothing in this Agreement will constitute a partnership between or joint venture by the Parties, or constitute either Party the agent of the other.
- 12.2. **Governing Law.** This Agreement, and any and all disputes arising from or relating to this Agreement, will be governed by and construed under the laws of the District of Columbia without reference to its conflicts of law principles.
- 12.3. **Resolution of Disputes.** Any dispute, claim or controversy that may arise in connection with this Agreement shall be first negotiated in good faith by the Parties, and if such negotiations do not result in a mutually agreeable resolution, either Party may bring a claim against the other Party, provided that such claim shall be exclusively venued in the state or federal courts located in the District of Columbia. Each Party hereby irrevocably submits to the exclusive jurisdiction of such courts for any such claims, and waives any objections to such courts based on venue or the doctrine of forum non conveniens.
- 12.4. **Force Majeure.** Except with respect to failure to pay any amount due under this Agreement, nonperformance of either Party shall be excused to the extent that performance is rendered

impossible or materially impacted by strike, fire, flood, governmental acts, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing Party.

- 12.5. **Assignment.** Community shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of APhAF. Any assignment, subcontracting or other transfer not in accordance with this Section 12.5 shall be null and void.
- 12.6. **Successors and Permitted Assigns; Third Party Beneficiaries.** This Agreement is binding upon and will inure to the benefit of each Party and their respective permitted successors or assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.
- 12.7. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and merges all discussions, representations, covenants, promises, discussions, negotiations, and exchanges between them with respect thereto.
- 12.8. **Modification and Waiver.** No modification of or amendment to this Agreement will be effective unless in writing signed by authorized representatives of both Parties. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the Party so charged.
- 12.9. **Notices.** All notices and other communications hereunder will be in writing and will be deemed effective when delivered by hand or by facsimile transmission, or upon receipt when mailed by registered or certified mail (return receipt requested), postage prepaid, or by bonded overnight courier, to the Parties at the addresses listed below (or at such other address for a Party as shall be specified by written notice):

If to APhAF: 2215 Constitution Ave., NW Washington, DC 20037 Attn: Lindsay Watson	If to Community: 300 N. San Antonio Road Santa Barbara, CA 93110 Attn: Carol Millage
--	---
- 12.10. **Unenforceable Provisions.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision shall be replaced with an enforceable provision that as nearly as possible effects the Parties' intent.
- 12.11. **Counterparts.** This Agreement and any exhibit attached hereto may be executed in multiple counterparts (which may be exchanged by facsimile), each of which will be deemed an original and all of which together will constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

[Community]

[APhA Foundation]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

BUSINESS ASSOCIATE AGREEMENT

The American Pharmacists Association Foundation (“APhAF”) and County of Santa Barbara Public Health Department (“Community”), agree that as a condition of Community providing services as part of the “Project IMPACT Diabetes: **IM**proving America’s Communities Together” related to a patient-focused diabetes care program, and pursuant to the Community’s services agreement for Community to provide information to APhAF for the purpose of conducting analytics on clinical, humanistic and economic outcomes (“Services”) for the project, and in consideration for receiving compensation for the Services from APhAF, Community hereby agree as follows:

Community Services. The Services provided by Community may involve the use and disclosure of individually identifiable health information, deemed protected health information or “PHI” under regulations promulgated under the federal Health Insurance Portability and Accountability Act (“HIPAA”) and non-public personal information under the Gramm Leach Bliley Act and applicable state law and/or regulations (“NPPI”). PHI and NPPI shall be referred to collectively as “NPI”. Except as otherwise provided herein, the Community may make any and all uses of NPI necessary to perform the Services under the APhAF Agreement and its obligations under this Agreement.

1. Additional Community Activities. Except as otherwise provided in this Agreement, the Community may also:

- 1.1 Use the NPI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of the Community, provided that such uses are permitted under state and federal confidentiality laws and could be provided by the covered entity. Community may also disclose the NPI in its possession for the purpose of its proper management and administration and/or to fulfill any present or future legal responsibilities of the Community. Community represents to APhAF that (i) any such disclosures it makes will be required by law, or (ii) the Community will obtain a written agreement from any such person to whom the NPI will be disclosed that the NPI will be held confidentially and will not be further used or disclosed except as required by laws or for the purpose for which it was lawfully disclosed to such person, and that such person will notify the Community of any instances of which it is aware in which the confidentiality of the NPI has been breached.
- 1.2 Aggregate the NPI in its possession with the NPI of other covered entities that the Community has in its possession through its capacity as a Community to said other covered entities, provided that the purpose of such aggregation is to provide APhAF with data analyses relating to the Project IMPACT Program. The Community will not disclose the NPI obtained from APhAF to another covered entity absent the explicit authorization of APhAF.

2. Community Covenants for Privacy and Security. Community covenants to:

- 2.1 Not use or further disclose the NPI other than as permitted under this Agreement and HIPAA and its implementing regulations, each as amended from time to time;
- 2.2 Use appropriate safeguards to prevent the use or disclosure of NPI other than as provided for in this Agreement;
- 2.3 Report to APhAF any use or disclosure of the NPI not permitted by this Agreement of which it becomes aware; such report to be made within five (5) days of the Community becoming aware of such use or disclosure and shall mitigate any damage caused by such inappropriate use or disclosure;

- 2.4 Ensure that any sub-contractor or agents to whom it provides NPI received from, or created or received by the Community on behalf of APhAF agree to the same restrictions and conditions that apply to the Community with respect to such information;
- 2.5 Maintain a record of any disclosure of PHI to a third party for a purpose other than Treatment, Health Care Operations, Payment, or pursuant to an authorization signed by the individual or personal representative of the individual who is the subject of the record and provide a report of any such disclosures in accordance with Section 7 of this Agreement. Such report shall be by individual, and shall identify the PHI and the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. § 164.528;
- 2.6 Notify APhAF and forward to APhAF within five (5) days of receipt any request from an individual, regarding their PHI, with respect to the right of access, amendment, and an accounting of the Community's disclosure of PHI as set forth below;
- 2.7 Adopt and comply with mutually agreed upon policies and procedures that are in accordance with the HIPAA Privacy and Security Regulations that apply to Community's operations and Services hereunder, including, without limitations, maintaining the confidentiality and integrity of any information transmitted by or on behalf of APhAF. Upon APhAF's request, Community shall provide, a copy of Community's then current HIPAA policies and procedures;
- 2.8 Train all personnel involved in the engagement as to the policies mutually agreed upon (collectively "Engagement Personnel");
- 2.9 Report to APhAF any security incident of which it becomes aware;
- 2.10 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 APhAF; and
- 2.11 ensure that any agent, including a subCommunity, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it.
3. **APhAF Covenants.** APhAF covenants to notify Community of material limitations to the authorizations as have been obtained by APhAF from individuals and any other restrictions on the use or disclosure of NPI as agreed to by APhAF.
4. **Access to PHI.** Within five (5) days of a request by APhAF for access to PHI about an individual contained in a Designated Record Set (as such Set is then defined by HIPAA regulation), the Community shall make available to APhAF, or the individual to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as set forth in 45 C.F.R. § 164.524. In the event any individual requests access to PHI directly from the Community, the Community shall, within five (5) days, forward such request to APhAF. Any denials of access to the PHI requested shall be the responsibility of APhAF.
5. **Amendment of PHI.** Within ten (10) days of receipt of a request from APhAF for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set the Community shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI provided, however, that APhAF has made the determination that the amendment(s) is/are necessary. The obligation in this Section shall apply only for so long as the PHI is maintained by Community in a Designated Record Set.

6. **Accounting for Disclosures of PHI.** Within thirty (30) days of notice by APhAF to the Community that it has received a request for an accounting of disclosures of PHI regarding an individual, the Community shall make available to APhAF such information as is in the Community's possession and is required for APhAF to make the accounting required by 45 C.F.R. § 164.528. Community shall provide such information in electronic form, where available in such form. In the event the request for an accounting is delivered directly to the Community, the Community shall, within five (5) days, forward such request to APhAF. It shall be APhAF's responsibility to prepare and deliver any such accounting requested.
7. **Access to Books and Records Regarding PHI.** The Community will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Community on behalf of, APhAF available to the Secretary of the federal Department of Health and Human Services for purposes of determining APhAF's compliance with the Privacy Regulation and available to APhAF or its external auditors to ensure compliance with this Agreement.
8. **Compliance with all Laws.** Notwithstanding any other provision of this Agreement, the Community agrees to comply with all federal and state statutes, laws and regulations, including regulations promulgated under the Health Insurance Portability and Accountability Act and under the Gramm Leach Bliley Act, and regulations promulgated under any applicable state law regulations, regarding any use and disclosure of individually identifiable protected health information".
9. **Term and Termination.** This Agreement shall remain in effect for as long as Community provides services to APhAF. If APhAF determines the Community has materially violated a Section of this Agreement, such violation shall be grounds for APhAF to terminate the Services Agreement and for APhAF to terminate this Agreement for cause.
10. **Disposition of NPI at Termination/Survival.** The Community will, at termination of this Agreement, if feasible, return or destroy all NPI received from, or created or received by the Community on behalf of APhAF, which the Community and/or its subCommunitys or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Community will notify APhAF of such in writing, and will thereupon extend the protections of this Agreement to the NPI and limit further uses and disclosures to those purposes that make the return or destruction of the NPI infeasible. This provision shall survive termination of this Agreement. All Sections of this Agreement that relate to Community's Privacy and Security covenants and obligations of NPI shall survive termination of this Agreement.
11. **Definitions.**
 - 11.1 **Designated Record Set.** Designated Record Set shall have the meaning set forth at 45 C.F.R. § 164.501, as may be amended from time to time.
 - 11.2 **Health Care Operations.** Health Care Operations shall have the meaning set forth at 45 C.F.R. § 164.501, as may be amended from time to time.
 - 11.3 **Nonpublic Personal Information.** Non-Public Personal Information shall have the meaning set forth at 15 U.S.C. § 6809(4), as may be amended from time to time.
 - 11.4 **PHI.** PHI shall have the meaning as set forth at 45 C.F.R. § 164.501 for protected health information, as may be amended from time to time.
 - 11.5 **Payment.** Payment shall have the meaning set forth at 45 C.F.R. § 164.501, as may be amended from time to time.

11.6 **Treatment.** Treatment shall have the meaning set forth at 45 C.F.R. § 164.501, as may be amended from time to time.

INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Agreement.

American Pharmacists Association Foundation

Community: County of Santa Barbara Public Health Department

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANY NOTICE OR REPORT REQUIRED BY THIS AGREEMENT SHALL BE SENT TO:

Foundation

Community

APhA Foundation
c/o Lindsay Watson
2215 Constitution Avenue, NW
Washington, DC 20037

County of Santa Barbara Public Health Department
c/o Dan Reid
300 N. San Antonio Road
Santa Barbara, CA 93110