

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
AGREEMENT

Agreement made and entered into this 14th day of October, 2003, by and between Pennington County (hereinafter seller); and Hand County, (hereinafter buyer).

WHEREAS, Seller has employed a contractor to collect information concerning the Health Insurance Portability and Accountability Act (HIPAA), and to formulate a program for implementation of HIPAA; and

WHEREAS, Seller has paid for the services of said contractor including time, material, equipment, and travel; and

WHEREAS, Buyer is desirous of obtaining information for possible implementation, and Seller is willing to sell said information to Buyer; now, therefore

IT IS AGREED AS FOLLOWS:

1. Seller makes no representations as to the compliance of the Act Buyer may achieve by implementing the recommendations in Seller's implementation program. Seller has to the best of its ability attempted to construct a program for implementation which it believes will comply with federal guidelines and regulations.
2. Buyer will pay to Seller the sum of eight hundred dollars (\$800) for the above information. Included in the price will be one three hour power-point instructional program given by Seller's HIPAA Coordinator at the Buyer's County Courthouse.
3. The instructional program is designed to familiarize Buyer with the documents, procedures, and general concepts of HIPAA. Buyer understands and agrees that the instructional program may not be sufficient to inform Buyer of all of the nuances and requirements needed to establish and maintain a county program for compliance with all HIPAA requirements.
4. Any further advice, instruction, or training required by Buyer from Seller's Coordinator may be scheduled through the Seller's Coordinator. It will be scheduled as soon as Coordinator's schedule allows. Buyer will pay \$50 per hour for each hour of training as well as driving time from Rapid City to site of training plus \$.31 per mile for each mile traveled. In addition any expenses for meals and lodging will be charged to Buyer. Payment shall be made to Coordinator directly. This paragraph shall be null and void in the event Seller no longer has a HIPAA Coordinator.

5. Seller will make available the entire program package to Buyer at a cost of two thousand five hundred dollars (\$2500), however the \$800 paid under paragraph 2 above may be deducted from the selling price. Seller will make available to Buyer any further documents, training or other material related to HIPAA that Seller develops or obtains at prices to be determined when the material is available.
6. Buyer acknowledges that all data, information, forms, and other materials received by Buyer from Seller in this agreement are proprietary information of Seller and Buyer agrees that such material shall not be sold, given, released or in any way transmitted or transferred to any other person, entity (whether governmental or private), or organization without the express written consent of Seller.

Dated this 14th day of October, 2003.

PENNINGTON COUNTY (SELLER)

BY: 

CHAIRPERSON

Dated this 1st day of October, 2003.

HAND COUNTY (BUYER)

BY: 

(TITLE) Chairman, Hand County Commissioners