

Employee Benefits Broker Service Agreement

THIS BROKER SERVICE AGREEMENT (this “Agreement”) is between **MCGRUFF INSURANCE SERVICES, LLC** (“McGriff”) and **UNION COUNTY, NORTH CAROLINA** (the “Client”).

The Client and McGriff agree as follows:

1. McGriff will provide the employee benefit management services described on Exhibit A hereto (Employee Benefit Management Services).
2. The Client will provide McGriff with all information reasonably necessary to enable McGriff to provide Employee Benefit Management Services.
3. McGriff agrees to perform the services described in this Agreement in a professional and timely manner and in accordance with all applicable law.
4. The parties agree and understand the Client is not under any legal or other obligation to purchase any insurance product through McGriff in its capacity as either a producer or consultant, and that the purchase of any insurance product or employee benefit management services is purely voluntary by the Client.

5. Remuneration:

- A. The Client will pay McGriff a fee in the amount of **\$5.00** per benefits-eligible employee per month –*Estimated at \$79,620.00 based on an average of 1327 employees* - (the “Fee”) for Employee Benefit Management Services. Upon expiration of the Agreement term, the Fee will be reconciled based on the actual monthly medical enrollment.

The Fee may be refundable, in whole or in part, in accordance with Section 11 of this Agreement.

- B. The Fee will be payable within thirty (30) days of Client’s receipt of an accurate **monthly** invoice by the Client. All payments under this Agreement shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.
- C. If McGriff receives commission for Insurance Placement with respect to one or more of the Insurance Policies described on Exhibit A (a “Commission”), the Fee will be reduced by the amount of such Commission. Final adjustments to the Fee amount will be made by McGriff after the determination and receipt by McGriff of all Commissions, net of any adjustments pursuant to any audit, endorsement, accounting reconciliation or other applicable business process.
- D. With respect to Insurance Placements and/or Employee Benefit Management Services McGriff will initially be working as a consultant only, with the Client having the option to move other lines over, including stop loss) undertaken on behalf of the Client that are not contemplated by this Agreement. In such an instance, McGriff may be compensated pursuant to a separate Broker Service Agreement or by the insurance companies and/or intermediaries utilized in such Insurance Placements.

McGriff will make information regarding such Agreements and compensation available to the Client annually. McGriff will disclose all marketing quotes, including any applicable commission rates.

6. McGriff also may receive “profit commissions,” “Tier II commissions,” or other compensation, including non-monetary awards (e.g., trips and other prizes) from insurers, trade organizations, or business partners. All such compensation is expressly excluded from and shall not be credited to or offset against the McGriff compensation, including the Fee, under this Agreement.
7. McGriff reserves the right to engage its related affiliates and subsidiaries in connection with the execution of Broker Services Agreements. Use of these business partners and service providers could result in the accrual of additional income to McGriff-related subsidiaries and affiliates. McGriff will provide an annual summary of revenue applicable to Client insurance programs.
8. From time to time, McGriff may share opinions or content regarding third parties, or make referrals to third party products and services (“Third Party Services”). Any Third Party Services, or links to third party sites shared or posted on McGriff website or social media sites do not constitute an endorsement of any individual, organization, service, or product by McGriff, nor does such activity indicate an affiliation with or sponsorship of the third party by McGriff. Any third party claims regarding their products or services contained in their written materials or on the third party websites are those of the respective authors and do not reflect the affirmation, concurrence or agreement, of McGriff, its employees, directors, officers, parents, or affiliates that those claims are accurate. McGriff IS NOT LIABLE FOR ANY THIRD PARTY SERVICES. WE ARE NOT RESPONSIBLE FOR AND DO NOT OFFER ANY WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, RELIABILITY OR ANY OTHER ASPECTS OF PRODUCTS OR SERVICES FROM THIRD PARTIES.
9. This Agreement and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the state of **North Carolina**. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.
10. This Agreement commences on **May 1, 2024**, and ends on **July 1, 2027**. Either party may terminate this Agreement upon 30 days advance written notice to the other party.
11. Unless otherwise prohibited by law or regulation, should this Agreement be terminated in accordance with Section 10, Client will pay McGriff a prorated portion of the Fee through the date of termination.
12. McGriff and Client agree to the terms and conditions of Exhibit B, which is attached and incorporated herein by reference.
13. McGriff agrees to keep information and data received from Client pursuant to this Agreement confidential in its provision of the Employee Benefit Management Services, unless disclosure of such information is authorized by Client or is required by applicable law. However, notwithstanding anything herein to the contrary, McGriff acknowledges that Client is subject to Chapter 132 of the North Carolina General Statutes, the Public

Records Act (the "Act"), and that this Agreement, including all documents incorporated by reference, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying. The terms of this section shall survive any termination of this Agreement.

14. The parties acknowledge that McGriff may be receiving information and data which is subject to HIPAA regulations. McGriff agrees to comply with HIPAA regulations as required by law and to comply with the terms of the HIPAA Addendum (Business Associate Agreement), which is attached and incorporated herein by reference. The terms of this section shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Client and McGriff have executed this Agreement as of the Commencement Date indicated above.

MCGRIFF INSURANCE SERVICES, LLC

UNION COUNTY, NORTH CAROLINA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Legal Form: BTI

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

EXHIBIT A

Employee Benefit Management Services

Scope of services may be amended through mutual execution of a written amendment to the Agreement and this Exhibit A hereto..

- A. Strategic Benefit Planning.** McGriff Insurance Services, LLC (“Agent/Broker”) will provide Union County, North Carolina (“Client”) assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.
- B. Benefit Design.** Agent/Broker will help develop and establish strategic benchmarks and targets and ensure that these benefit designs are consistent with the benchmarks and targets set forth in the strategic benefit planning process.
- C. Administration.** Agent/Broker will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration.
- D. Funding.** Agent/Broker will provide counsel regarding program funding alternatives, including reviewing fee proposals and recommending budget rates, employee contribution rates, premium equivalents, and COBRA rates. Agent/Broker will develop alternative employee contribution strategies and formulas, as needed.
- E. Vendor Selection.** Upon client request, Agent/Broker will prepare Request(s) for Proposal (RFP), analyze responses, and prepare a summary report. Vendors include, but are not limited to:
- Voluntary Worksite Programs
 - Wellness and Population Health Management Programs
 - Third Party Claims Administration to include Pharmacy Benefit Management Services
 - Utilization Review Programs
 - IRS Code Section 125 Programs
 - Preferred Provider Network Plans
 - ERISA Compliance (i.e.: 5500 Filings, ERISA Wrap Document, SPDs)
 - Flexible Spending Account Administration
- F. Account Management and Support.**
- Meetings with Client and Vendors. Services will include attendance at and facilitation of the following meetings with Client and vendors to facilitate program management. Attendance at bi-monthly health plan review meeting with client, quarterly meeting with direct primary care provider, annual review

meeting with TPA, and other meetings as requested by the client. Attendance may be virtual or in person as mutually agreed upon.

- Agent/Broker shall meet with Client on a regular basis to review all activities performed by Agent/Broker during the prior quarter. The meetings will include discussion of business concerns, including presentations of options and recommendations.
- Upon Client request, Agent/Broker shall meet with Client to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Client's organization. Review programs to determine if competitive. Benchmark medical plan costs and employee contributions on an annual or as needed basis.
- Agent/Broker shall meet with Client annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year.
- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing, and information requirements.
- Data Analysis. Agent/Broker will provide Client with summary comparisons and work with Client and TPA to secure additional reports as needed for claims analysis. Assist with cost projections and quarterly claims review. Analyze factors driving plan costs and recommend opportunities to better manage costs, access and quality on as needed basis.
- Assist in drafting or redrafting the health plan's Summary Plan Documents and amendments, as necessary.

G. Stewardship Report. Agent/Broker will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:

- Specific quantifiable and measurable goals and objectives for Agent/Broker's team relating to Client's programs; and
- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing, and information requirements.

H. Data Analysis. Agent/Broker will provide Client with summary comparisons and work with Client and TPA to secure additional reports as needed for claims analysis.

I. Regulatory Compliance and Support

- Compliance Tools & Legislative Information. Agent/Broker will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, Section 125, ERISA, and ACA.
- Agent/Broker will provide guidance on compliance with all laws, regulations and rulings regarding self-funded health and dental plans and notify client of relative, upcoming legislative issues. Will perform compliance review of current health plan and related programs.
- Agent/Broker will provide assistance from its compliance personnel, either directly or indirectly, with non-routine compliance questions.

J. Vendor Monitoring, Review and Management.

- Agent/Broker will assist in review and monitoring of current vendor contracts and performance.
- Agent/Broker will assist in resolution of issues with vendors issues on delivery, enrollment and other contract issues.

Exhibit B

- I. At McGriff Insurance Services, LLC's sole expense, McGriff Insurance Services, LLC ("McGriff") shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. **PROFESSIONAL LIABILITY**

\$1,000,000 Claims Made

McGriff shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

II. **ADDITIONAL INSURANCE REQUIREMENTS**

- A. Before commencement of any work or event, McGriff shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- B. McGriff shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- C. It is the intention of the parties that the insurance policies afforded by McGriff shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- D. Union County shall have no liability with respect to McGriff's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of McGriff.
- E. Notwithstanding the notification requirements of the Insurer, McGriff hereby agrees to notify Union County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- F. The Certificate of Insurance should note in the Description of Operations the following:
- Department: Human Resources
Contract #: 8841
- G. Insurance procured by McGriff shall not reduce nor limit McGriff's contractual obligation to indemnify, save harmless and defend Union County for claims made

or suits brought which result from or are in connection with the performance of this Agreement.

H. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 North Main Street
Monroe, NC 28112

- I. If McGriff is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, McGriff shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.
- III. McGriff agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of McGriff, its officers, employees, subcontractors or agents. McGriff further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.
- IV. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. McGriff shall ensure that McGriff and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by McGriff will be considered a breach of this Agreement, which entitles Union County to terminate this Agreement, without penalty, upon notice to McGriff.

HIPAA ADDENDUM

(BUSINESS ASSOCIATE AGREEMENT)

I. REFERENCES AND DEFINITIONS

(a) “Covered Entity” refers to Union County, North Carolina.

(b) “Business Associate” refers to McGriff Insurance Services, LLC.

(c) “Agreement” refers to the underlying agreement between Covered Entity and Business Associate dated _____, pursuant to which Business Associate provides services to Covered Entity involving the use or disclosure of Protected Health Information (defined below).

(d) “HIPAA” or “HIPAA Regulations” refer to those federal regulations created pursuant to Section 261 through 264 of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, found at 45 CFR Parts 160 and 164.

(e) “Protected Health Information” or “PHI” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, 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 that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual that is not public. “Protected Health Information” includes, without limitation, “Electronic Protected Health Information,” as defined below.

(f) “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information which is transmitted by, or maintained in, “Electronic Media” (as defined under HIPAA).

(g) “Designated Record Set” means the medical records and billing records about individuals maintained by or for a health care provider; and “Record”, as it appears in the phrase Designated Record Set, means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity, including videotapes from diagnostic studies, x-ray films, ultrasound images, and all other types of information.

(h) “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(i) “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted by 45 CFR 164 Subpart E which compromises the security or privacy of the PHI.

(j) “HITECH Act” means the “Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5).

(k) “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 CFR 164.402.

(l) All other capitalized terms appearing in this Addendum shall have the definitions set forth under HIPAA.

II. COORDINATION WITH HIPAA

In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of HIPAA, as amended, HIPAA Regulations in effect at the time shall control. Where provisions of this Addendum are different than those mandated under HIPAA, but are nonetheless permitted by HIPAA, the provisions of this Addendum shall control.

The parties agree that, in the event that any provisions of the Agreement are more restrictive than the provisions of this Addendum, the provisions of the more restrictive documentation will control. The provisions of this Addendum are intended to establish the minimum requirements regarding Business Associate’s use and disclosure of PHI.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

(a) Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

(b) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Addendum or as required by law.

(c) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required under HIPAA. Business Associate shall review and modify its security measures and safeguards to continue provision of

reasonable and appropriate protection of Electronic PHI, and update documentation of such security measures.

(d) Business Associate agrees to provide Covered Entity, upon reasonable request, access to and information about Business Associate's security and confidentiality policies, processes, and practices that affect PHI of Covered Entity's patients that has been provided to or created by Business Associate pursuant to this Addendum. To the extent that Business Associate has the ability to access one or more information systems in which Covered Entity electronically stores or maintains PHI, Business Associate further agrees to comply with Covered Entity's security policies and procedures governing such access.

(e) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.

(f) Business Associate agrees to report to Covered Entity's Privacy Officer any use or disclosure of PHI not provided for by this Addendum of which Business Associate becomes aware and any Security Incident or Breach of which it becomes aware. Such event shall be reported without unreasonable delay and in no case later than the following: initially reported by telephone within 24 hours of when Business Associate becomes aware of the event and reported thereafter in writing within five days of the initial telephone call. The notification shall include the information required by applicable law, including, but not limited to 45 CFR 164.410 and Section 13402 of the HITECH Act. As used by this subsection, the phrase "becomes aware" shall mean the first day on which a Breach, Security Incident, or other use or disclosure is known or reasonably should have been known to Business Associate to have occurred.

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

(h) If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees to permit, within 10 days of a request, an individual to inspect or copy PHI contained in that set about the individual under conditions and limitations required under Section 164.524 of the HIPAA Regulations.

(i) If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of Section 164.526 of the HIPAA Regulations.

(j) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on

behalf of Covered Entity, available to Covered Entity, or, at the request of Covered Entity, to the Secretary of Health and Human Services for the purpose of determining Covered Entity's compliance with HIPAA, in a time and manner designated by Covered Entity or the Secretary.

(k) When using or disclosing PHI or when requesting PHI from a covered entity or other business associate, Business Associate must make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

(l) Business Associate agrees to document any disclosures of and make PHI available for purposes of accounting of disclosures by Business Associate or its agents, including subcontractors, as required by Section 164.528 of the HIPAA Regulations and Section 13405(c)(3) of the HITECH Act.

(m) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional requirements of the Privacy and Security Rules as applicable to Business Associate, including specifically, but not limited to, the requirements of 45 CFR 164.308, 164.310, 164.312, and 164.316.

(n) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate.

(o) Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI except as specifically authorized by the Agreement and by the HITECH Act Section 13405(d) and its implementing regulations.

(p) Business Associate shall not engage in any communications within the definition of "marketing" in the HITECH Act except as authorized by the Agreement and by the HITECH Act and its implementing regulations.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA if done by Covered Entity. In addition, Business Associate may use or disclose PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may use and disclose protected health information subject to this Addendum only if such use or disclosure is in compliance with each applicable requirement of 45 CFR 164.504(e) pursuant to the HITECH Act.

V. VIOLATION OF ADDENDUM AS GROUNDS FOR TERMINATION

A material breach of any provision of this Addendum by Business Associate shall give Covered Entity the right to immediately terminate the Agreement. If termination is not feasible, Covered Entity shall report such violation to the Secretary of the Department of Health and Human Services.

VI. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

(a) Upon termination of the Agreement, Business Associate shall, within 10 days, return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

(b) Upon request of Covered Entity, Business Associate shall, within 10 days, return or destroy any PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

(c) The Business Associate's obligation to return or destroy PHI upon termination of the Agreement or upon request of Covered Entity, as set forth above, shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the PHI.

(d) If, upon termination or in response to a request by Covered Entity, Business Associate determines that return or destruction of PHI is not feasible, Business Associate shall, within 10 days, notify Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to that PHI and limit further uses and disclosures of that PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains the PHI.

VII. MISCELLANEOUS

(a) Indemnification. Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitations, attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Addendum by Business Associate or subcontractors or agents of Business Associate.

(b) Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Addendum or with HIPAA will be adequate or satisfactory for

Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

(c) Survival. The obligations of Business Associate shall survive the expiration, termination, or cancellation of this Addendum, the Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

(d) No Rights in Third Parties. Except as expressly stated herein or in HIPAA, the Parties to this Addendum do not intend to create any rights in any third parties.

(e) Amendment. This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that this Addendum will be automatically amended to conform to any changes in HIPAA as is necessary for a Covered Entity to comply with the current HIPAA requirements. All references in this Addendum to HIPAA mean HIPAA as most recently amended.

(f) Assignment. No Party may assign its respective rights and obligations under this Addendum without the prior written consent of the other Party.

(g) Independent Contractor. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

(h) Governing Law. This Addendum will be governed by the laws of North Carolina.

(i) No Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

(j) Interpretation. Any ambiguity of this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA.

(k) Severability. In the event that any provision of this Addendum is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

(l) Notice. Any notification required in this Addendum shall be made in writing to the representative of the other Party who signed this Addendum or the person currently serving in that representative's position with the other Party.