

ACCESS1 Business Services, LLC

5223 Hialeah Dr.
Windsor, CO 80550
(970) 460-9392

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this date, March 24, 2016, by and between: Yamhill County, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department, located at 535 NE 5th Street, McMinnville, OR 97128, hereinafter referred to as "COUNTY", and Access1 Business Systems, LLC, a Colorado corporation, hereinafter referred to as "ACCESS1".

The parties hereto agree that ACCESS1 will provide the COUNTY with services as a Meaningful Use Coach™ and Physician Quality Reporting System Coach as defined in the attached Exhibit A which is incorporated herein by this reference ("Services").

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

1.1. Length of Agreement. This agreement will be for one year effective April 24, 2016 ("Term"). Upon the expiration of the initial Term, both COUNTY and ACCESS1 may opt to extend this agreement under the same terms from additional periods of one year. Such extension may be made by email, fax or may be understood by acceptance of payment for invoice for such terms. ACCESS1 or COUNTY has the right to terminate this agreement at any time, without cause, provided written notification of cancellation is submitted to the other party thirty (30) days prior to the requested cancellation date.

1.2. Termination of Services. In the event there is a termination of Services, ACCESS1 will return all data or destroy it according to COUNTY instructions.

2. OWNERSHIP OF PROGRAMS AND REPORTS

2.1. Ownership of Reports. The computerized financial and service reports described in Exhibit A become the property of the COUNTY.

2.2. Ownership of Software. All software, policy manuals, tapes, disks, and similar materials utilized by ACCESS1 in connection with this agreement and the Services provided hereunder, are and remain the sole and exclusive property of COUNTY. ACCESS1 agrees not to reproduce, disclose the contents of, or relinquish the possession of any of these materials to any party without prior written consent of COUNTY.

3. LIMITATION OF LIABILITY; INSURANCE

3.1. Acts of God. Neither party shall be liable nor deemed to be in default for any delays or failure in performance or nonperformance or interruption of service under this agreement resulting directly or indirectly from acts of God, civil disorders, fires, floods, labor disputes,

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electrical failures, postage delays, interruption of internet access or any other cause beyond either party's reasonable control.

3.2. Insurance. ACCESS1, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this agreement plus two years):

- A. Workers' Compensation Insurance in compliance with statutory requirements;
- B. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000;
- C. Professional Liability Insurance, including errors and omissions coverage, covering ACCESS1 pursuant to this agreement, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by COUNTY or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to provision of the Services;
- D. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$250,000 per occurrence, for bodily injury and property damage with respect to ACCESS1's vehicles, whether owned, hired, or non-owned, assigned to, or used by ACCESS1 in connection with the Services;

The Commercial General Liability and Commercial Automobile Liability shall (i) name the State of Oregon and the COUNTY, its directors, officers, employees and agents as additional insureds and (ii) include a cross-liability and severability of interest clause and a waiver of subrogation clause but only with respect to ACCESS1's activities to be performed under this agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

3.3. The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to COUNTY. At COUNTY's request, ACCESS1 shall furnish COUNTY with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to COUNTY.

4. GENERAL PROVISIONS

4.1 Regulations and Duties; Compliance by Law. COUNTY and ACCESS1 agree to comply with the rules and regulations of COUNTY, applicable state and federal regulations, executive orders and ordinances and all provisions of federal and state law relating to ACCESS1's performance of Services under this Agreement as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS Chapter 659A.142; (ii) ORS 279B.200 through 279B.270; (iii) Article XI, Section 10, of the Oregon Constitution; and (iv) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. In addition, ACCESS 1 agrees that it has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated.

4.2 Non-discrimination. ACCESS1 agrees that no person shall, on the grounds of race, color, religion, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by ACCESS1.

4.3 Independent Contractor. COUNTY and ACCESS1 are separate and independent entities. The relationships between COUNTY and ACCESS1 are purely contractual and neither COUNTY nor ACCESS1 or their employees or agents will be considered the employee or agent of any other.

4.4 Confidentiality of Data. ACCESS1 acknowledges that it or its agents may, in the course of their performance under this Agreement, be exposed to or acquire information that is the confidential information of COUNTY or COUNTY'S clients. Any and all (i) client information, (ii) information provided by COUNTY and marked confidential, (iii) Protected Health Information or EPHI as described or defined in Exhibit B, or (iv) information identified as confidential in a separate writing, that becomes available to ACCESS1 or its agents in the performance of this Agreement shall be deemed to be confidential information of COUNTY ("Confidential Information"). ACCESS 1 will maintain the confidentiality of client records as required by applicable state and federal law, including without limitation ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by OHA implementing the foregoing laws. Any reports or other documents or items, including software, that result from ACCESS1's use of the Confidential Information are also deemed Confidential Information. ACCESS1 agrees to hold Confidential Information in strict confidence, using at least the same degree of care that ACCESS1 uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit B. ACCESS1 agrees that, upon termination of this Agreement or at COUNTY's request, ACCESS1 will turn over to COUNTY all documents, papers and other matter in ACCESS1's possession that embody Confidential Information.

4.5 HIPAA. ACCESS1 acknowledges that COUNTY is subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191. COUNTY and

ACCESS1 hereby agree to the respective obligations in the attached Exhibit B, "Business Associate Agreement" which is incorporated herein by this reference.

4.6 Entire Agreement. This Agreement and the attached addendum constitute the entire agreement between the parties. There are no understandings or agreements other than those set forth in this Agreement and the attached Addendum(s).

4.7 Waivers. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege ("Right") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any Right preclude any other or further exercise of the same or any Right, nor shall any waiver of any Right with respect to any occurrence be construed as a waiver of such Right with respect to any other occurrence.

4.8 Severability of Provisions. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

4.9 Assignment. ACCESS1 shall not enter into any subcontracts for any of the Services required under this Agreement without COUNTY's prior written consent. This Agreement shall not be assigned by ACCESS1 without the prior written consent of COUNTY. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in this Agreement. Consent to subcontract shall not relieve obligations/duties under this Agreement.

4.10 Resolution of Disputes. Should a dispute arise concerning the rights and obligations of COUNTY or ACCESS1 under this Agreement, the parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator for non-binding arbitration to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

4.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of laws provisions. Any claim, action, suit or proceeding, (collectively "Claim") between COUNTY and ACCESS1 that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver of the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. ACCESS1, BY EXECUTION OF THIS AGREEMENT ACCESS1 HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

4.12 Indemnification. ACCESS1 shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities of ACCESS1 in the performance of Services under this Agreement and further agrees to indemnify, hold harmless, save and defend COUNTY, its officers, agents and employees (including but not limited to the State of Oregon) from and against any and all claims, suits, actions, damages, costs, losses, fees, expenses or judgments resulting from, arising out of or connected with any such injury or the Services provided by ACCESS1 pursuant to this Agreement.

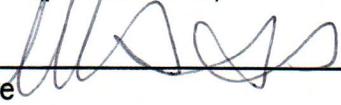
4.13 Attorney Fees and Costs. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

4.14 Execution in Counterparts. This Agreement may be executed in any number of counterparts; each deemed an original as against any party whose signature appears thereon, and all together constituting the same instrument. This Agreement becomes binding when one or more counterparts hereof, individually or taken together, bears the signatures of all the parties hereto as the signatories. The receipt of the signature of a party transmitted via a facsimile machine is satisfactory to bind such party to the provisions of this Agreement. If a signature is transmitted via facsimile, the party so transmitting will deliver the original signature page as soon as reasonably possible.

4.15 Covenant Not to Employ: COUNTY and ACCESS1 agree not to recruit or employ any worker, either employed or contracted, who is working for the other party at any time during the term of this agreement without written consent of the other party and to refrain from employment of individuals who worked at any time during the term of this agreement as an employee or contract worker for a period of one year following termination without written consent from the other party.

DONE the last date set forth adjacent to the signatures of the parties below.

COUNTY: Maru Stankett
(printed name)

Signature 

Date: 3.24.16

ACCESS1: Michael Holtz

Signature 

Date: 3/22/2016

Approved As To Form  Access1 Business Services, LLC
5223 Hialeah Dr.
Windsor, CO 80550
(970) 460-9392
by Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
3.24.16 by Board Order
16-110

Exhibit A
OPERATING PROCEDURES/ FEES

Physician Quality Reporting System (PQRS) is a system to report information on the quality of care to the Centers for Medicare & Medicaid Services (CMS). This reporting has a wide reach across CMS's quality initiatives, including demonstrating meaningful use. Meaningful use goals are to use certified electronic health record technology (CEHRT) to 1) improve quality, safety, efficiency and reduce health disparities; 2) engage patients and family; 3) improve care coordination, 4) promote population and public health; and 5) maintain privacy and security of health information.

1. ACCESS1 will act as a Physician Quality Reporting System (PQRS) and Meaningful Use Coach for COUNTY through the following means:
 - A. Develop a "Roadmap" for the process of attaining "Meaningful Use" including selection of appropriate criteria measures based on COUNTY office activities and needs
 - B. Assist with proper setup and implementation of PQRS reporting
 - C. Assign tasks to appropriate personnel and staff members
 - D. Establish appropriate timelines and target dates
 - E. Follow up with appointed staff to ensure tasks are being completed
 - F. Respond to email questions regarding process in a timely fashion
 - G. ACCESS1 will assist with some of the work in addition to acting as a coach to guide COUNTY through the process. ACCESS1 cannot guarantee successful attestation of Meaningful Use and/or successful reporting for PQRS.
 - H. Provide up to two onsite visits with duration of two days each visit.

2. Duties of COUNTY:
 - A. Make available to ACCESS1 any and all data needed for ACCESS1 to properly evaluate and design the above mentioned "Roadmap".
 - B. Ensure staff is allocated adequate time to complete steps required to achieve success with each step.
 - C. Inform ACCESS1 of any issues that arise during the process so ACCESS1 can assist with solutions.
 - D. Make payment for services within 30 days of receipt of ACCESS1 Invoice. Fee for this service is \$1,200 per provider up to a maximum of 14 providers or \$16,800 and up to \$2,300 for related travel costs for two onsite visits with duration of two days each visit. The maximum amount payable under this agreement is \$19,100.

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

RECITALS

A. ACCESS1 may use and disclose Protected Health Information and Electronic Protected Health Information (“EPHI”) in the performance of its obligations under the Agreement; and

B. The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164, require that COUNTY, as a Covered Entity, obtain satisfactory assurances from its Business Associates, as that term is defined in the Privacy Rule and Security Rule, that they will comply with the Business Associate requirements set forth in 45 CFR 164.502(e) and 164.504(e) and as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”). ACCESS1 is a Business Associate of COUNTY and desires to provide such assurances with respect to the performance of its obligations under the Agreement; and

C. Both COUNTY and ACCESS1 are committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of their obligations under the Agreement.

NOW, THEREFORE, in consideration of mutual and valuable consideration which the parties hereby acknowledge as received, the parties agree as follows:

AGREEMENT. The parties agree that the following terms and conditions shall apply to the performance of their obligations under the Agreement, effective upon execution of this Amendment. Capitalized terms used, but not otherwise defined in this Amendment, shall have the same meaning as those terms in the Privacy Rule and Security Rule.

1. SERVICES. Pursuant to the Agreement, ACCESS1 provides certain services for or on behalf of COUNTY, as described in the Agreement, which may involve the use and disclosure of Protected Health Information and EPHI. ACCESS1 may make use of Protected Health Information and EPHI to perform those services if authorized in the Agreement and not otherwise limited or prohibited by this Amendment, the Privacy Rule, the Security Rule and other applicable federal or state laws or regulations. All other uses of Protected Health Information and EPHI are prohibited.

2. OBLIGATIONS AND ACTIVITIES OF ACCESS1.

(a) ACCESS1 agrees to not use or disclose Protected Health Information or EPHI other than as permitted or required by the Agreement as amended by this Amendment, as permitted by the Privacy Rule, the Security Rule or as required by Law.

Access1
PQRS/Meaningful Use Coach

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(b) ACCESS1 agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information and EPHI other than as provided for by the Agreement, as amended by this Amendment.

(c) ACCESS1 agrees to mitigate, to the extent practicable, any harmful effect that is known to ACCESS1 of a use or disclosure of Protected Health Information or EPHI by ACCESS1 in violation of the requirements of the Agreement, as amended by this Amendment.

(d) ACCESS1 agrees to report to COUNTY, as promptly as possible, any use or disclosure of the Protected Health Information or EPHI not provided for by the Agreement, as amended by this Amendment, of which it becomes aware.

(e) ACCESS1 agrees to ensure that any agent, including a contract hearing officer or other subcontractor, to whom it provides Protected Health Information or EPHI received from, or created or received by ACCESS1 on behalf of COUNTY, agrees to the same restrictions and conditions that apply through the Agreement, as amended by this Amendment, to ACCESS1 with respect to such information.

(f) ACCESS1 agrees to provide access, at the request of COUNTY, and in the time and manner designated by COUNTY, to Protected Health Information and EPHI in a Designated Record Set (the hearing file), to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) ACCESS1 agrees to make any amendment(s) to Protected Health Information and EPHI in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner designated by COUNTY.

(h) ACCESS1 agrees to make internal practices, books, and records, including policies and procedures and any Protected Health Information or EPHI, relating to the use and disclosure of Protected Health Information and EPHI received from, or created or received by ACCESS1 on behalf of COUNTY, available to COUNTY or to the Secretary, within the time and in the manner designated by COUNTY or the Secretary, for purposes of the Secretary determining COUNTY's compliance with the Privacy Rule or Security Rule.

(i) ACCESS1 agrees to refer requests for disclosures of Protected Health Information and EPHI to the COUNTY for response, except for requests related to conducting the contested case hearing. To the extent ACCESS1 discloses Protected Health Information or EPHI for purposes not related to conducting the contested case hearing, ACCESS1 agrees to document such disclosures to the extent such documentation is required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(j) ACCESS1 agrees to provide to COUNTY or an Individual, in time and manner to be designated by COUNTY, information collected in accordance with Section 2(i) of this Amendment, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(k) ACCESS1 agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the COUNTY.

(l) In the event of Discovery of a Breach of Unsecured Protected Health Information, ACCESS1 shall:

(i) Notify the COUNTY of such Breach. Notification shall include identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by ACCESS1 to have been accessed, acquired or disclosed during such Breach and any other information as may be reasonably required by the COUNTY necessary for the COUNTY to meet its notification obligations;

(ii) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to each individual whose Unsecured Protected Health Information has been, or is reasonably believed by ACCESS1 to have been accessed, acquired or disclosed as a result of such Breach;

(iii) Where the Breach involves more than 500 individuals, confer with the COUNTY as to the preparation and issuance of an appropriate notice to prominent media outlets within the State or as appropriate, local jurisdictions; and,

(iv) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to the Secretary of DHHS of Unsecured Protected Health Information that has been acquired or disclosed in a Breach. ACCESS1 understands that if the Breach was with respect to 500 or more individuals, such notice to the Secretary must be provided immediately, and therefore, time is of the essence in the obligation to confer with the COUNTY. If the Breach was with respect to less than 500 individuals, a log may be maintained of any such Breach and the log shall be provided to the Secretary annually documenting such Breaches occurring during the year involved.

(v) Except as set forth in (vi) below, notifications required by this section are required to be made without unreasonable delay and in no case later than 60 calendar days after the Discovery of a Breach. Therefore, the notification of a Breach to the COUNTY shall be made as soon as possible and ACCESS1 shall confer with the COUNTY as soon as practicable thereafter, but in no event, shall notification to the COUNTY be later than 30 calendar days after the Discovery of a Breach. Any notice shall be provided in the manner required by the HITECH Act, sec 13402(e) and (f), Public Law 111-5, 45 CFR 164.404 through 164.410 and as agreed upon by the COUNTY.

(vi) Any notification required by this section may be delayed by a law enforcement official in accordance with the HITECH Act, sec 13402(g), Public Law 111-5.

(vii) For purposes of this section, the terms "Unsecured Protected Health Information" and "Breach" shall have the meaning set forth in 45 CFR § 164.402. A Breach will be considered as "Discovered" in accordance with the HITECH Act, sec 13402(c), Public Law 111-5, 45 CFR 164.404(a)(2).

(m) ACCESS1 shall comply with 45 C.F.R. 164.308, 164.310, 164.312 and 164.316 and all requirements of the HITECH Act, Public Law 111-5, that relate to security and that are made applicable to Covered Entities, as if ACCESS1 were a Covered Entity.

(n) ACCESS1 shall be liable to the COUNTY, and shall indemnify the COUNTY for any and all direct costs incurred by the COUNTY, including, but not limited to, costs of issuing any notices required by HITECH or any other applicable law, as a result of ACCESS1's Breach of Unsecured Protected Health Information.

3. PERMITTED USES AND DISCLOSURES BY ACCESS1.

(a) General Use and Disclosure Provisions.

(1) Except as otherwise limited or prohibited by this Amendment, ACCESS1 may use or disclose Protected Health Information and EPHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement and this Amendment, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by COUNTY or the minimum necessary policies and procedures of COUNTY.

(2) COUNTY has determined that disclosures to ACCESS1 under the Agreement are necessary and appropriate for COUNTY's Treatment, Payment and Health Care Operations under the HIPAA Privacy Rule and Security Rule and Required By Law under Or Laws 1999, ch. 849 (HB 2525).

(3) All applicable federal and state confidentiality or privacy statutes or regulations, and related procedures, continue to apply to the uses and disclosures of information under this Amendment, except to the extent preempted by the HIPAA Privacy Rule and Security Rule.

(b) Specific Use and Disclosure Provisions.

(1) Except as otherwise limited in this Amendment, ACCESS1 may use Protected Health Information and EPHI for the proper management and administration of ACCESS1 or to carry out the legal responsibilities of ACCESS1.

(2) Except as otherwise limited in this Amendment, ACCESS1 may disclose Protected Health Information and EPHI for the proper management and administration of ACCESS1, provided that disclosures are Required By Law, or ACCESS1 obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies ACCESS1 of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) ACCESS1 may use Protected Health Information and EPHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(4) ACCESS1 may not aggregate or compile COUNTY's Protected Health Information or EPHI

with the Protected Health Information or EPHI of other Covered Entities unless the Agreement permits ACCESS1 to perform Data Aggregation services. If the Agreement permits ACCESS1 to provide Data Aggregation services, ACCESS1 may use Protected Health Information and EPHI to provide the Data Aggregation services requested by COUNTY as permitted by 45 CFR 164.504(e)(2)(i)(B), subject to any limitations contained in this Amendment. If Data Aggregation services are requested by COUNTY, ACCESS1 is authorized to aggregate COUNTY's Protected Health Information and EPHI with Protected Health Information or EPHI of other Covered Entities that ACCESS1 has in its possession through its capacity as a contractor to such other Covered Entities provided that the purpose of such aggregation is to provide COUNTY with data analysis relating to the Health Care Operations of COUNTY. Under no circumstances may ACCESS1 disclose Protected Health Information or EPHI of COUNTY to another Covered Entity absent the express authorization of COUNTY.

4. OBLIGATIONS OF COUNTY.

(a) COUNTY shall notify ACCESS1 of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect ACCESS1's use or disclosure of Protected Health Information and EPHI. COUNTY may satisfy this obligation by providing ACCESS1 with COUNTY's most current Notice of Privacy Practices.

(b) COUNTY shall notify ACCESS1 of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information or EPHI, to the extent that such changes may affect ACCESS1's use or disclosure of Protected Health Information and EPHI.

(c) COUNTY shall notify ACCESS1 of any restriction to the use or disclosure of Protected Health Information or EPHI that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect ACCESS1's use or disclosure of Protected Health Information or EPHI.

5. PERMISSIBLE REQUESTS BY COUNTY.

(a) COUNTY shall not request ACCESS1 to use or disclose Protected Health Information or EPHI in any manner that would not be permissible under the Privacy Rule or Security Rule if done by COUNTY, except as permitted by Section 3(b) above.

(b) COUNTY may conduct a survey of ACCESS1 with respect to ACCESS1's compliance with the terms of this Agreement and applicable law for the establishment of policies and procedures for the safeguarding of any Protected Health Information and EPHI provided to ACCESS1 by COUNTY. ACCESS1 shall implement any recommendations of COUNTY resulting from such surveys as may be reasonably necessary to ensure compliance with the terms of this Agreement and applicable law for the safeguarding of any Protected Health Information and EPHI provided to ACCESS1 by COUNTY.

6. TERM AND TERMINATION.

(a) Effective Date; Term. This Amendment shall be effective on the date on which all parties have executed it and all necessary approvals, if any, have been granted. This Amendment shall terminate on the earlier of (i) the date of termination of the Agreement, or (ii) the date on which termination of the Amendment is effective under Section 6(b).

(b) Termination for Cause. In addition to any other rights or remedies provided in this Agreement, upon either the COUNTY's or ACCESS1's knowledge of a material breach by the other party of that party's obligations under this Amendment, the party not in breach shall either:

(1) Notify the other party of the breach and specify a reasonable opportunity in the Notice of Breach to the party in breach to cure the breach or end the violation, and terminate the Agreement and this Amendment if the party in breach does not cure the breach of the terms of this Amendment or end the violation within the time specified;

(2) Immediately terminate the Agreement and this Amendment if the party in breach has breached a material term of this Amendment and cure is not possible in the reasonable judgment of the party not in breach; or

(3) If neither termination nor cure is feasible, the party not in breach shall report the violation to the Secretary.

(4) The rights and remedies provided in this Amendment are in addition to any rights and remedies provided in the Agreement.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 6(c), upon termination of the Agreement and this Amendment, for any reason, the party in breach shall, at the other party's option, return or destroy all Protected Health Information and EPHI received from the other party, or created or received by ACCESS1 on behalf of COUNTY. This provision shall apply to Protected Health Information and EPHI that is in the possession of ACCESS1 or agents of ACCESS1. ACCESS1 shall retain no copies of the Protected Health Information or EPHI.

(2) In the event that ACCESS1 determines that returning or destroying the Protected Health Information or EPHI is infeasible, ACCESS1 shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon COUNTY's written acknowledgement that return or destruction of Protected Health Information or EPHI is infeasible, ACCESS1 shall extend the protections of this Amendment to such Protected Health Information and EPHI and limit further uses and disclosures of such Protected Health Information and EPHI to those purposes that make the return or destruction infeasible, for so long as ACCESS1 maintains such Protected Health Information or EPHI.

7. MISCELLANEOUS.

(a) **Regulatory References.** A reference in this Amendment to a section in the Privacy Rule, or Security Rule, or the HITECH Act means the section in effect as of the effective date of this Amendment or as the Rules may be subsequently amended from time to time.

(b) **Amendment; Waiver.** The Parties agree to take such action as is necessary to amend the Agreement and this Amendment from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule, Security Rule, HIPAA and the HITECH Act. No provision hereof shall be deemed waived unless in writing, duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this Amendment.

(c) **Survival.** The respective rights and obligations of ACCESS1 under Section 6(c), this Section 7(c), and Section 7(e) of this Amendment shall survive the termination of the Agreement and this Amendment.

(d) **Interpretation; Order of Precedence.** Any ambiguity in this Amendment or the Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule, Security Rule and the HITECH Act. The terms of this Amendment amend and supplement the terms of the Agreement, and whenever possible, all terms and conditions in this Amendment and the Agreement are to be harmonized. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control; provided, however, that this Amendment shall not supersede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Agreement (as amended by this Amendment) and the Privacy Rule or Security Rule, the Privacy Rule and Security Rule shall control.

(e) **No Third-Party Beneficiaries.** COUNTY and ACCESS1 are the only parties to this Amendment and are the only parties entitled to enforce its terms. Nothing in this Amendment gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Amendment.

(f) **Successors and Assigns.** The provisions of this Amendment and the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

(g) **Except As Amended.** Except as amended by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

8. SIGNATURES.

By signing this Amendment, the parties certify that they have read and understood this Amendment, that they agree to be bound by the terms of this Amendment and the Agreement, as amended, and that they have the authority to sign this Amendment.

ACCESS1:

By: 
Title: Managing Partner
Date: 3/22/2016

COUNTY:

By: 
Title: Chair Board of Commissioners
Date: 3.24.16

Accepted by Yamhill County
Board of Commissioners on
3.24.16 by Board Order
16-110