



SERVICES AGREEMENT

This Agreement made on September 21, 2016 by and between Advantage Nurse Staffing of Oregon, Inc., hereinafter referred to as "Advantage", and Yamhill County, a political subdivision of the State of Oregon, acting by and through its Sheriff's office and the YAMHILL COUNTY JAIL hereinafter referred to as "Facility".

1. TERM.

The term of this Agreement shall commence on September 21, 2016, and shall be automatically renewed for consecutive one (1) year terms unless terminated by either party by giving sixty (60) days written notice prior to the end of the term.

2. RIGHT TO DISMISS.

If Facility's director of nursing or designee determines that any healthcare worker (HCW) provided by Advantage is incompetent, has engaged in misconduct, or has been negligent, Facility may require the individual to leave the premises and will notify Advantage immediately. Facility's obligation to compensate Advantage for such individual's services will be limited to the number of hours actually worked. Advantage will not reassign the individual to Facility without prior approval of the director of nursing or designee.

3. AVAILABILITY OF STAFF.

The parties agree that Advantage's duty to supply HCW's on request of the Facility is subject to the availability of qualified Advantage staff. The failure to provide staff or the failure of Facility to request staff results in no penalty and does not constitute a breach of the Agreement.

4. INDEPENDENT CONTRACTOR STATUS.

The parties agree that Advantage is acting as an independent contractor to Facility. Furthermore, that all HCW's provided by Advantage to Facility are also acting as independent contractors and are not employees of Facility. Advantage agrees to hold harmless and indemnify Facility for and against any penalty, claim, liability, obligations, and/or damages arising in the event any State, Federal or Local governmental agency requires Facility to pay for any one or all of the following: Federal, State, local payroll taxes, worker's compensation insurance, and unemployment insurance. In the event a State, Federal or Local governmental agency attempts to assert that said HCW is an employee of Facility, Facility will notify Advantage in writing immediately so that Advantage can adequately defend Facility and Advantage.

5. COMPENSATION.

(a) Advantage shall provide Facility a detailed invoice showing dates, time, and type of services provided by Advantage HCW's. Facility agrees to compensate Advantage for services according to invoices submitted to Facility at the rates set forth in Exhibit A. Facility agrees to pay Advantage within thirty (30) days of receipt of timely submitted invoices. Advantage will provide a prompt payment discount of 1.5% for payments made within 20 days of receipt of

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invoice. Facility agrees to pay late charges at the rate of 1.5% per month on accounts unpaid after 30 days from receipt of invoice.

(b) Cancellation Policy. Facility shall notify Advantage of any cancellation with a minimum of two (2) hours notice in advance of the start time of the shift that is to be canceled. Failure of Facility to provide Advantage with this two (2) hour notice will require Facility to either pay Advantage for a four (4) hour shift, or work the staff. If, however, the staff chooses not to work the shift, there will be no charge to Facility upon approval from Advantage. Travel contracts are guaranteed for the 13 or 26-week term; however, Facility may cancel a scheduled travel shift of up to 12 hours, one time during the length of a travel contract.

(c) Minimum Billing Policy. The minimum billing charge for all shifts is four (4) hours.

(d) Overtime. Advantage will bill Facility at 1.5 times the rate listed on Exhibit A for services for any and all HCW's working more than 40 hours per week, for any hours over the scheduled shift length and for any holidays listed on Exhibit A.

6. SERVICES.

Advantage agrees to provide nursing services through qualified, licensed professionals.

7. QUALIFICATIONS.

Advantage warrants that all HCW's placed at Facility have the necessary qualifications, certifications, and/or licenses pursuant to Federal and State Laws and Regulations to provide the services required under this Agreement, and have received training in compliance with HIPAA regulations.

8. COMPETENCY.

Advantage will ensure the following:

(a) That the competency of all Advantage HCW's has been assessed, maintained, demonstrated, and improved continually.

(b) That Advantage HCW's participate in ongoing education and training to increase his or her knowledge.

(c) That Advantage HCW's are able to meet the performance expectations for the positions they will be filling for Facility.

(d) That Advantage HCW's comply with the policies and procedures established by Facility. Advantage will notify HCW of his/her status and responsibilities pursuant to this Agreement.

(e) Advantage certifies that each person it sends to Facility has been trained in universal precautions and transmission of blood-borne pathogens, and that it will send to Facility only those who have been trained in and have practiced using universal precautions. Facility will provide personal protection equipment that is appropriate for the tasks assigned to Advantage HCW's.

(f) Advantage has obtained evidence of current immunizations against diphtheria, tetanus, poliomyelitis, measles, mumps, rubella, (or a positive rubella titer), Varicella, and of hepatitis B immunization status for those Advantage HCW's who will be in contact with patients.

9. ORIENTATION.

The Facility will provide initial orientation and information and assess Advantage HCW's ability to fulfill responsibilities.

10. RECRUITMENT.

Facility shall not actively recruit Advantage HCW's for employment by Facility. In the event that Facility wishes to hire an Advantage HCW, Facility will give Advantage immediate notice of its intent. If Advantage HCW has worked at Facility within the last 90 days from date of notice of intent to hire, Facility shall pay Advantage a recruitment fee as follows:

RN's	\$5,000
LPN's	\$3,000
CNA's	\$1,000
All Other	\$2,500

11. RECORDS AND REPORTS.

Advantage HCW's agree to check with staff of Facility to ascertain documentation procedures and documents per policy and procedures. Advantage HCW's agree that all information and records obtained in the course of providing services to the patients at Facility shall be subject to confidentiality and disclosure regulations as adopted by Facility.

12. INDEMNITY.

(a) Subject to Article XI, Section 10 of the Oregon constitution and the Oregon Tort Claims Act, Facility agrees to defend, indemnify and or hold harmless Advantage, its agents and employees from any and all claims, demands, costs (including attorneys' fees) and judgments for injuries to persons or damage to property that are asserted to have been caused by the negligent acts or omissions of the Facility, its agents, servants, or employees in the performance or nonperformance of this Agreement, notwithstanding any protection or immunity that the Facility may have to the underlying claim, including immunity under the Industrial Insurance Act, except that the Facility will have no obligation to indemnify, defend or hold Advantage harmless from all claims or liability that might result from the negligent acts or omissions of Advantage, its agents or employees.

(b) Advantage, upon its part, agrees to defend, indemnify and hold harmless Facility, its agents and employees from any and all claims, demands, costs (including attorneys' fees) and judgments for injuries to persons or damage to property that are asserted to have been caused by the negligent acts or omissions of Advantage, its agents, servants or employees in the performance or non-performance of this Agreement except to the extent as may be occasioned by Facility's negligence.

13. INSURANCE.

Advantage maintains General Liability and Professional Malpractice Liability insurance in the amount of \$2 million per occurrence and \$4 million aggregate, which shall be maintained at Advantage's expense during the entire term of this Agreement.

In addition to the above, Advantage at its expense, shall obtain the following insurance coverages and keep them in effect during the entire term of this Agreement:

- a. Workers Compensation Insurance in compliance with statutory requirements;
- b. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the services provided under the Agreement;

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 Facility. Evidence of such insurance will be furnished to Facility before performing services under this Agreement. 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 Facility.

The Commercial General Liability and Commercial Automobile Liability shall (i) name Facility, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of Facility and that any insurance maintained by Facility is excess and not contributory, and (iii) include a waiver of subrogation clause.

14. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable Public Contract Laws, including ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 are incorporated into this Agreement by reference. By signing this agreement, Contractor declares that Contractor has complied with, and is in compliance with the tax laws of the State of Oregon and any applicable tax laws of a political subdivision of the State of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.

15. PROHIBITION OF DISCRIMINATION.

In hiring employees for performance of work under this contract, no contractor, subcontractor or any person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap, sex or sexual orientation, discriminate against a person who is qualified and available to perform work to which employment relates.

16. NONWAIVER.

No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of County to enforce at any time any of the terms of this contract, or to exercise any option which is provided, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to

be a waiver of such provisions, nor in any way to affect the validity of any part of this contract, or the right of County to thereafter enforce each and every provision.

17. CONTRACTOR'S REPRESENTATION.

Contractor, by entering into this agreement, represents that its bid for this project is made without connection with any person, firm or corporation making or refraining from making a bid for the same or similar project and was in all respects fair and without collusion or fraud.

18. COSTS AND ATTORNEY FEES.

In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

19. GOVERNING LAW.

This Agreement shall be governed by and construed under the laws of the State of Oregon, without regard to principles of conflicts of laws. Any claim, action, suit or proceeding, (collectively "Claim") between Facility and Advantage 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. ADVANTAGE, BY EXECUTION OF THIS AGREEMENT HEREBY CONSENTS TO THE IN PERSONUM JURISDICTION OF SAID COURTS.

20. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties. It may not be changed, except by written agreement executed by both parties. This Agreement superseded any and all prior negotiations, discussions, agreements, and understandings between the parties.

21. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement or the breach thereof will be settled by binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction.

22. BUSINESS ASSOCIATE CLAUSE – HIPAA RESTRICTIONS.

Advantage acknowledges Facility is subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. Law No. 104-191, and subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations 42 USC, Sec. 290dd-2 and 42 CFR Part 2 (collectively, "Part 2"). Facility and Advantage hereby agree to the respective obligations in the Attached Exhibit A, "Business Associate/Qualified Service Organization Agreement", which is incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

Advantage:

Advantage Nurse Staffing, Inc.

Facility:

Yamhill County, a political subdivision of the State of Oregon, acting by and through its Sheriff's office and the Yamhill County Jail



Signature

Richard B. Evans
Print Name

Vice President/Chief Operating Officer
Title

9/21/2016

Date

Corporate Office:
Advantage Nurse Staffing, Inc.
16420 S.E. McGillivray, Suite 103-251

Vancouver, WA 98683
Ph: 503-356-8183
Fax: 866-422-5515



Signature

Mary Starrett
Print Name

Chair, Yamhill County Board
Title OF Commissioners

9/21/16
Date

535 NE 5th Street
McMinnville, OR 97128
Ph: 503-434-7418

Accepted by Yamhill County
Board of Commissioners on

9/22/16 by Board Order

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EXHIBIT A
BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT

RECITALS

A. Advantage Nurse Staffing of Oregon, Inc., an Oregon corporation (referred to herein as "Advantage" or "CONTRACTOR") 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 Facility is part of Yamhill County ("COUNTY") and any references to COUNTY herein shall be understood to include the Facility. COUNTY operates a drug and alcohol treatment program subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "Part 2"); if CONTRACTOR is a Qualified Service Organization (QSO) under Part 2 it also must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information with respect to the performance of its obligations under the Agreement; and

C. 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 part of 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"); CONTRACTOR is a Business Associate of COUNTY and desires to provide such assurances with respect to the performance of its obligations under the Agreement through execution of this Business Associate/Qualified Service Organization Agreement ("BAA"); and

D. Both COUNTY and CONTRACTOR are committed to compliance with the standards set forth in Part 2, 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 and this BAA.

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 to the terms and conditions of this BAA and agree that the following terms and conditions shall apply to the performance of their obligations under the Agreement, effective upon execution of the Agreement and this BAA. Capitalized terms used, but not otherwise defined in this BAA, shall have the same meaning as those terms in Part 2, the Privacy Rule and Security Rule.

1. SERVICES. Pursuant to the Agreement, CONTRACTOR 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. CONTRACTOR 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 BAA, Part 2, 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 CONTRACTOR.

(a) CONTRACTOR agrees to not use or disclose Protected Health Information or EPHI other than as permitted or required by the Agreement (as amended by this BAA, and as permitted by Part 2, the Privacy Rule, the Security Rule or as required by law. Notwithstanding any other language in this Agreement, CONTRACTOR acknowledges and agrees that any patient information it receives from COUNTY that is

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protected by Part 2 regulations is subject to protections that prohibit CONTRACTOR from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

(b) CONTRACTOR 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 BAA, and if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.

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

(d) CONTRACTOR 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 BAA, of which it becomes aware.

(e) CONTRACTOR 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 CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through the Agreement, as amended by this BAA, to CONTRACTOR with respect to such information.

(f) CONTRACTOR 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) CONTRACTOR 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) CONTRACTOR 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 CONTRACTOR 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 Part 2, the Privacy Rule or Security Rule.

(i) CONTRACTOR 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 CONTRACTOR discloses Protected Health Information or EPHI for purposes not related to conducting the contested case hearing, CONTRACTOR 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) CONTRACTOR 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 BAA 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) CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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) CONTRACTOR 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 CONTRACTOR were a Covered Entity.

(n) CONTRACTOR 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 CONTRACTOR's Breach of Unsecured Protected Health Information.

3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

(a) General Use and Disclosure Provisions.

(1) Except as otherwise limited or prohibited by this BAA, CONTRACTOR 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 BAA, provided that such use or disclosure would not violate Part 2, 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 CONTRACTOR under the Agreement are necessary and appropriate for COUNTY's Treatment, Services, Payment and/or Health Care Operations under Part 2, 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 BAA, except to the extent preempted by Part 2 or the HIPAA Privacy Rule and Security Rule.

(b) Specific Use and Disclosure Provisions.

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

(2) Except as otherwise limited in this BAA, CONTRACTOR may disclose Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR, provided that disclosures are required by law, or CONTRACTOR 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 the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) CONTRACTOR 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) CONTRACTOR 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 CONTRACTOR to perform Data Aggregation services. If the Agreement permits CONTRACTOR to provide Data Aggregation services, CONTRACTOR 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 BAA. If Data Aggregation services are requested by COUNTY, CONTRACTOR is authorized to aggregate COUNTY's Protected Health Information and EPHI with Protected Health Information or EPHI of other Covered Entities that the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's use or disclosure of Protected Health Information and EPHI. COUNTY may satisfy this obligation by providing CONTRACTOR with COUNTY's most current Notice of Privacy Practices.

(b) COUNTY shall notify CONTRACTOR 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 CONTRACTOR's use or disclosure of Protected Health Information and EPHI.

(c) COUNTY shall notify CONTRACTOR 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 CONTRACTOR's use or disclosure of Protected Health Information or EPHI.

5. PERMISSIBLE REQUESTS BY COUNTY.

(a) COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information or EPHI in any manner that would not be permissible under Part 2, 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 CONTRACTOR with respect to CONTRACTOR'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 CONTRACTOR by COUNTY. CONTRACTOR 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 CONTRACTOR by COUNTY.

6. TERM AND TERMINATION.

(a) Effective Date; Term. This BAA shall be effective on the date on which all parties have executed it and all necessary approvals, if any, have been granted. This BAA shall terminate on the earlier of (i) the date of termination of the Agreement, or (ii) the date on which termination of the BAA 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 CONTRACTOR's knowledge of a material breach by the other party of that party's obligations under this BAA, 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 BAA if the party in breach does not cure the breach of the terms of this BAA or end the violation within the time specified;

(2) Immediately terminate the Agreement and this BAA if the party in breach has breached a material term of this BAA 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 BAA 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 BAA, 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 CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information and EPHI that is in the

possession of CONTRACTOR or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information or EPHI.

(2) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information or EPHI is infeasible, CONTRACTOR 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, CONTRACTOR shall extend the protections of this BAA 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 CONTRACTOR maintains such Protected Health Information or EPHI.

7. MISCELLANEOUS.

(a) Regulatory References. A reference in this BAA to a section in Part 2, the Privacy Rule, or Security Rule, or the HITECH Act means the section in effect as of the effective date of this BAA 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 BAA from time to time as is necessary for COUNTY to comply with the requirements of Part 2, 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 BAA.

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

(d) Interpretation; Order of Precedence. Any ambiguity in this BAA or the Agreement shall be resolved to permit COUNTY to comply with Part 2, the Privacy Rule, Security Rule and the HITECH Act. The terms of this BAA amend and supplement the terms of the Agreement, and whenever possible, all terms and conditions in this BAA and the Agreement are to be harmonized. In the event of a conflict between the terms of this BAA and the terms of the Agreement, the terms of this BAA shall control; provided, however, that this BAA shall not supercede 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 and Part 2, the Privacy Rule or the Security Rule, the more stringent rule shall apply.

(e) No Third-Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this BAA and are the only parties entitled to enforce its terms. Nothing in this BAA 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 BAA.

(f) Successors and Assigns. The provisions of this BAA 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 BAA, all terms and conditions of the Agreement shall remain in full force and effect.

(signature page follows)

8. SIGNATURES.

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

CONTRACTOR:

By: Richard B. Evan

Title: VPT COO

Date: 9-29-16

COUNTY:

By: [Signature]

Title: Chair, County Board of
Commissioners

Date: 9/29/16