



# GEORGE FOX UNIVERSITY

## STUDENT AFFILIATION AGREEMENT

This Student Affiliation Agreement ("Agreement") is entered into this sixth day of September, 2018 (the "Effective Date"), between George Fox University ("School") and Yamhill County, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department, Public Health ("Facility"), located at 412 NE Ford Street, McMinnville, Oregon 97128.

Facility is willing to provide educational experience to students of School in accordance with the terms of this Agreement. School desires to use the Facility as an opportunity for its students to obtain clinical learning experience as required by their curriculum. Students are not and shall not be considered employees of the Facility.

The consideration for this Agreement is the mutual promises contained in this Agreement and the mutual benefits expected from entering into this Agreement.

### 1. Responsibilities of the School

1.1. Preparation. Ensure that the student is knowledgeable concerning and has made preparations for:

- (a) Transportation needed to fulfill responsibilities at the Facility.
- (b) Room and board during the time of clinical assignment (if applicable).
- (c) Scheduling arrival at and departure from the Facility.

1.2. Scheduling. School shall notify facility of specific student assignments no less than ten (10) working days in advance of the students' arrival, however:

- (d) A Student may be assigned with shorter notice in emergency circumstances, the facility reserving the right to accept or reject such assignments.
- (e) A Student may be canceled with shorter notice for academic or other good cause, with or without replacement by another student.

1.3. Student Experiences. It shall be the responsibility of the academic coordinator of clinical education of the School, after consultation with Facility, to help plan the educational program for student experiences.

1.4. Program Description. School will provide Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at Facility.

**2.4. Exclusion of Students.** Facility reserves the right to terminate the continuation of any student who is not complying with applicable Facility policies, procedures or directions from Facility personnel or physicians involved in the Student Affiliation Program or who is deemed by Facility not to have adequate qualifications or ability to continue in the program, or the health of the student does not warrant a continuation at Facility, or whose conduct interferes with the proper operation of Facility.

**2.5. Emergency Care.** Facility shall provide necessary emergency care or first aid required by an accident occurring at Facility for students participating under the terms of this Agreement, and, except as herein provided, Facility shall have no obligation to furnish medical or surgical care to any student. The student bears responsibility for the cost of such care as well as any follow-up care.

**2.6. Regulations.** Facility will provide the student with access to the written regulations that will govern the student's activities while at Facility.

**2.7. Records and Reports.** Facility will maintain records and reports on each student's performance as specified by each program and provide an evaluation to the School on forms provided by the School.

### **3. Insurance.**

School shall maintain, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, professional malpractice insurance and \$2,000,000 per occurrence and \$3,000,000 annual aggregate general liability insurance for itself and those students participating in the Student Affiliation Program, and shall name Facility as an additional insured with respect to any risks that are the responsibility of School or its students under the terms of this Agreement. In addition, School shall provide, during the term of this Agreement, worker's compensation insurance as required by Oregon statute.

School shall provide Facility with a Certificate of Insurance with endorsement pages, evidencing the above insurance coverage upon execution of this Agreement and shall immediately notify Facility in advance of any significant modification, termination or cancellation of such policies.

Facility shall maintain, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, professional and general liability insurance and shall name School as an additional insured with respect to any risks that are the responsibility of Facility under the terms of this Agreement.

### **4. Indemnity.**

School agrees to indemnify and hold harmless Facility, its affiliates, officers, directors, agents, employees, and representatives ("Indemnified Parties," jointly and severally) from and against any and all liabilities or related costs (including reasonable attorney fees), arising out of or in connection with this Agreement, incurred by the negligent or intentional acts or omissions, or willful misconduct of School or its employees or agents, including students and faculty.

Facility agrees to indemnify and hold harmless School, its affiliates, officers, directors, agents, employees, and representatives ("Indemnified Parties," jointly and severally) from and against any and all liabilities or related costs (including reasonable

attorney fees), arising out of or in connection with this Agreement, incurred by the negligent or intentional acts or omissions, or willful misconduct of Facility or its employees or agents.

Notwithstanding the above, the Facility's liability is limited by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act.

#### **5. FERPA Re-Disclosure**

Both parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act (FERPA) in their handling of education records of any students which may be enrolled in any program related to this Agreement. It is also understood and recognized that employees and agents of each party will need to have access to the educational records maintained by the other party in properly administering any duties and obligations to students. It is agreed that each party shall thoroughly orient their employees and agents of their obligations under the Family Educational Rights and Privacy Act and shall maintain their practices in strict accordance with the requirements of that act. Neither party shall be permitted to authorize any further disclosure of educational records of students to persons or entities not a party to this Agreement without first having received permission of the other party and having obtained assurances that the other party has fully complied with the provisions of the family Education Rights and Privacy Act. Any permitted re-disclosure to persons or entities not a party to this Agreement, shall be under the condition that no further disclosure by such party shall be permitted. Each party agrees to save, indemnify, and hold harmless the other party and their officers, employees, and agents from any liability, damages, claims, actions, causes of actions, demands, judgments, or awards of whatsoever kind or nature, arising out of any failure by the other party or its officers, employees, or agents to abide by the Family Education Rights and Privacy Act or its implementing regulations.

**6. Business Associate Clause – HIPAA restrictions.** School acknowledges that 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 §290dd-2 and 42 CFR Part 2 (collectively, "Part 2"). Facility and School hereby agree to the respective obligations in the "Business Associate/Qualified Service Organization Agreement" attached hereto as Attachment B and incorporated herein by this reference.

#### **Term and Termination.**

**6.1. Term.** This Agreement will be in effect beginning September 6, 2018 and ending September 5, 2023. This Agreement may be renewed for an additional five (5) year term upon the written agreement of both Facility and School.

**6.2. Termination.** Either party may terminate this Agreement at any time by giving 30 days written notice of termination to the other party. If Facility terminates this Agreement by giving such notice to School, students currently participating in the Student Affiliation Program at Facility will be allowed to complete the program.

7. Nondiscrimination.

Facility and School agree that neither will unlawfully discriminate in the performance of this Agreement against any individual on the basis of age, sex, race, color, national origin or physical handicap unless such is a bona fide occupational criteria. Facility and School agree that neither shall tolerate any acts of sexual harassment.

8. Non-assignability.

Neither party may assign the rights or the duties of this Agreement without the prior written approval of the other party.

9. Notices.

When required by the terms of this Agreement, the parties shall give notice by personal delivery or by Certified Mail, return receipt requested, postage prepaid, and addressed as indicated below:

To School: George Fox University  
414 N. Meridian, Box 6273  
Newberg, OR 97312  
Attn: Pam Fifer, Director of Nursing

To Facility: Yamhill County Public Health  
412 NE Ford Street  
McMinnville, OR 97128  
Attn:

IN WITNESS WHEREOF, the parties have signed this Agreement on the date written above.

GEORGE FOX UNIVERSITY

Yamhill County Public Health

By: [Signature]  
Vicki Piersall

By: [Signature]

Its: Chief Financial Officer

Its: HHS DIRECTOR

Date: 8/30/18

Date: 8/31/18

Accepted by Yamhill County Board of Commissioners on 9/6/18 by Board Order # 18-324  
Updated May 2018

**ATTACHMENT  
A  
TO STUDENT AFFILIATION  
AGREEMENT Confidentiality**

**Understanding**

By signing and dating this Confidentiality Understanding, the undersigned student indicates an understanding of, and agrees to be bound by, the applicable terms and conditions of the Student Affiliation Agreement between \_

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("Facility"), and George Fox University. The student acknowledges that, as a material part of the consideration provided to Facility in exchange for Facility allowing the Student's clinical education at Facility, student agrees that any patient information acquired during the clinical education is confidential, and that the student shall maintain the confidentiality of and not disclose this information at all times, both during the clinical education and after it has ended. Student further agrees to abide by the applicable rules and policies of Facility and School while at Facility. Student understands that, in addition to other available remedies, Facility may immediately remove the student and terminate the student's clinical education if, in the opinion of Facility, the student endangers a patient, breaches patient confidentiality, disrupts the operation of Facility, or refuses to comply with the requests of Facility or its supervisory staff.

**I have read and understand the Student Affiliation Agreement and this Confidentiality Understanding, and I agree to abide by their terms.**

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Student's Signature

Date

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Student's Name (Print)

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Witness (Signature)

Date

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Witness Name/Title (Print)

**ATTACHMENT B**  
**BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT**

**RECITALS**

- A. The 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. 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 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 pursuant to 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.

**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 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 BAA, CONTRACTOR acknowledges and agrees that any patient information it receives from COUNTY that is 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 BAA 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 BAA 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 BAA, 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 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 BAA) 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.

## 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, as amended, and that they have the authority to sign this BAA.

CONTRACTOR:

By:   
Vicki Piersall

Title: Chief Financial Officer

Date: 8/30/18

COUNTY:

By: 

Title: HHS DIRECTOR

Date: 8/31/18