

INTERGOVERNMENTAL AGREEMENT

(Yamhill County and Housing Authority of Yamhill County, Management Agent for Aspen Ridge located at 1944 NE Baker Street in McMinnville, OR)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made effective the dates set forth adjacent to the signatures below by and between Yamhill County, a political subdivision of the State of Oregon operating by and through its Health and Human Services Department ("County") and the Housing Authority of Yamhill County, a public corporation created under Oregon Revised Statutes Chapter 456 ("HAYC").

RECITALS:

- A. TDJC LLC, an Oregon Limited Liability Company, is developing a 16-unit complex located at 1944 NE Baker Street in McMinnville, Oregon to lease to the County (the "Property").
- B. County, through its Adult Mental Health Program, will have a Peer Housing Specialist (PHS) assigned to the Property who will also reside as a tenant at the Property. HAYC has agreed to assign an HAYC employee to the Property for seven and a half (7.5) hours per week to act as Management Agent to the County. The HAYC employee assigned to this Property will work in cooperation with County employees, including the County PHS, in carrying out the HAYC responsibilities and Management Agent related services for the Property, pursuant to the terms of this Agreement

NOW, THEREFORE, IT IS HEREBY AGREED BY THE COUNTY AND HAYC AS FOLLOWS:

Section 1. HAYC RESPONSIBILITIES. HAYC has the following responsibilities under this Agreement.

1. HAYC will assign a part-time, 7.5-hour per week HAYC employee to assist as Management Agent (MA) for the Property. At all times during the term of this Agreement, the MA shall be an employee of HAYC and shall report directly to HAYC. The MA will oversee the Property application process including lease-up, tenant briefings, and initial inspections; ensure that applicable landlord-tenant laws are being adhered to and fulfilled at the Property; and assist the PHS in receiving training on certain obligations under landlord-tenant law and the federal Section 8 housing program.
2. The MA will adhere to applicable landlord-tenant laws as well as to HAYC procedures which apply to the Property.
3. HAYC will facilitate the rental of all the units at the Property, including the unit for the PHS. Tasks and services may include, but are not limited to the following:
 - a. Assist PHS in maintaining accurate and current information regarding community services, stores, churches and public facilities in the area.
 - b. Accompany prospective residents to the properly prepared units.

- c. Assist in the screening and selection of residents in conjunction with the Adult Mental Health Program.
 - d. Confirm that each applicant meets eligibility criteria for the Property.
 - e. Complete move-in/move-out inspection forms with the residents.
 - f. The MA will attend, with HHS Adult Mental Health Program staff, monthly resident meetings.
 - g. Assist HHS and the PHS to apply for and obtain all necessary licenses and permits for the operation of the Property, as required by local, state and federal authority, at the sole cost of HHS.
4. HAYC will maintain adequate written records documenting HAYC activities and responsibilities under this Agreement and maintain adequate written files of each Property resident.
5. HAYC will deliver written notices or related materials to the Property residents. Any notice to terminate tenancy shall set forth amounts due and procedures for terminating in accordance with applicable law. MA shall be available, when necessary, for meetings or court appearances.
6. HAYC will assist in collection of sums owed by Property residents who have moved out, regardless of circumstances.
7. The MA and/or PHS will notify HAYC and HHS when it appears that a client placed at the Property by County has abandoned a unit.
8. The MA will perform any and all duties, which may reasonably be required for appropriate management of the Property, including but not limited to inspection of the units. The MA will provide a copy of the lease agreement to the County prior to execution. Tenants will be informed that any questions related to the lease agreement shall be directed to the MA. Any treatment or support-related activities shall be directed to the County via the on-site Peer Support Housing Specialist.
9. HAYC shall immediately make available to County, upon request, all data, records and documents pertaining to the Property and the performance of HAYC's responsibilities pursuant to this Agreement, including but not limited to a monthly accounting of all rent received for the Peer Support Housing specialist unit. County will collect any rent from clients as appropriate.

Section 2. COUNTY'S RESPONSIBILITIES County has the following responsibilities under this Agreement.

1. While this Agreement is in effect and while HAYC has an MA employed to assist at the Property, County shall pay HAYC the sum of \$1350.00 per month as compensation of the performance of its responsibilities in Section 1. Compensation will be paid not later than 10 days after the end of the month in which the services are performed.

2. Adult Mental Health Program staff including the PHS will attend, with the MA, monthly resident meetings to be held at the Property.

3. County will establish rental rates and review those annually with MA based on market comparables.

Section 3. TERM AND TERMINATION

1. Term. Unless terminated in accordance with subsection (2), the term of this Agreement is from the date of the last signature below through June 30, 2019. Thereafter, it shall be automatically renewed for successive one-year terms beginning July 1, 2019 unless terminated in accordance with subsection (2), below.

2. Termination. Either party may terminate this Agreement for convenience upon 90 days advance written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

Section 4. BOTH PARTIES AS INDEPENDENT CONTRACTORS

1. HAYC and County are both acting as independent contractors under this Agreement, and will be individually responsible for payment of any compensation or benefits due to their respective employees, including but not limited to payment of federal or state taxes or withholdings required as a result of this Agreement. Neither HAYC nor the MA is entitled to any County benefits other than the compensation expressly provided by this Agreement. Neither County nor HAYC or their respective employees will be considered the employee of the other. Both parties are independent contractors for the purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and are individually liable for any Workers' Compensation coverage for their officers, employees or agents.

Section 5. INDEMNIFICATION AND INSURANCE

1. To the maximum extent permitted by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.400), County shall indemnify and hold HAYC harmless for the negligence or willful misconduct of County's own officers, employees, and agents. HAYC shall indemnify and hold County harmless for the negligence or willful misconduct of HAYC's own officers, employees, and agents. The parties agree that neither is indemnifying or holding the other harmless for acts of negligence or willful misconduct of third parties or of the other's own officers, employees, or agents.

2. Each party shall maintain in full force and effect prudent levels of general liability, public liability and property damage insurance or self-insurance to cover any claims that may arise by virtue of their actions. HAYC shall furnish proof of coverage to County upon request.

Section 6. COSTS AND ATTORNEYS FEES

1. In the event that either party to this Agreement shall take any action, judicial or otherwise, to 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.

Section 7. NON-DISCRIMINATION

1. County and HAYC agree that no person shall, on the grounds of race, color, religion, national origin, sex, marital status, age, or domestic partnership, suffer discrimination in the performance of this Agreement when employed by County or HAYC. Further, County and HAYC agree to comply with the Civil Rights Act of 1964 and 1991, Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84. Title VI as implemented by 45 CFR 80 and 84, states in part that “No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity... [which received or benefits from federal financial assistance].”

Section 8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding, (collectively “Claim”) between COUNTY and HAYC 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. HAYC, BY EXECUTION OF THIS AGREEMENT HAYC HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 9. MODIFICATION OF AGREEMENT.

1. Any modification of the terms of this Agreement shall be executed in writing with the mutual consent of both parties.

Section 10. COMPLIANCE WITH APPLICABLE LAWS.

1. County and HAYC agree to comply with applicable local, state and federal regulations and all provisions of federal and state law relating to both parties performance under this Agreement. In addition, HAYC 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.

Section 11. COUNTERPARTS AND FACSIMILE SIGNATURES.

1. The parties may execute this Agreement in counterparts, each of which shall be deemed to be an original thereof. The parties agree that facsimile signatures shall be accepted as original signatures with respect to this Agreement

Section 12. BUSINESS ASSOCIATE CLAUSE - HIPAA RESTRICTIONS.

1. HAYC 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 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"). County and Contractor hereby agree to the respective obligations in the attached Exhibit A, "Business Associate/Qualified Service Organization Agreement" which is incorporated herein by this reference..

Section 13. ENTIRE AGREEMENT; SEVERABILITY

1. This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties. 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.

Section 14. SUBCONTRACTS; ASSIGNMENT

1. HAYC shall not enter into any subcontracts for any of the services or responsibilities required under this Agreement without County's prior written consent. This Agreement shall not be assigned by HAYC 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.

DONE the date and year set forth adjacent to the parties' signatures below.

**HOUSING AUTHORITY OF
YAMHILL COUNTY**

By: Elise Hui
(signature)

Date: 3/19/18

ELISE HUI
(printed name)

Executive Director
(title)

YAMHILL COUNTY, OREGON

Mary Starrett
MARY STARRETT, Chair

Date: 3/21/18

Silas Halloran-Steiner
SILAS HALLORAN-STEINER
Director of Health and Human Services

FORM APPROVED BY:

Christian Boenisch

CHRISTIAN BOENISCH
County Counsel

Accepted by Yamhill County
Board of Commissioners on
3/29/18 by Board
18-88

Exhibit A
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.

COUNTY:

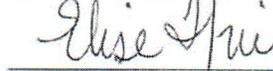


By: SILAS HALLORAN-STENER

Title: YHS DIRECTOR

Date: 3/21/18

CONTRACTOR:



By: Elise Hui

Title: Executive Director

Date: 3/19/18