

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH)

CCPH SR2016-1602

DATE: February 9, 2016

REQUESTED ACTION:

County Board of County Councilors approval of an Interlocal agreement between Washington State University, Clark County Extension (WSUE) and CCPH and authorization for Public Health Director to sign amendments. This agreement defines the relationship of WSUE and CCPH on the "Our Heritage: Healthy Farms, Healthy Schools" project. Remuneration under this contract is not to exceed \$14,000.

XX Consent ___ Hearing ___ County Manager

BACKGROUND

As part of our key focus on influencing the conditions that promote good health for everyone through community partnerships, CCPH is working with local schools to support Farm to School opportunities. Connecting farms and schools is a recognized best practice that positively influences economics to nutrition. Farm to School programs provide food system education to students and connect local farmers to school meal programs. This grant funding would support comprehensive public health strategies aimed at improving the food environment by increasing access to fruits and vegetables in school meal programs across our county.

Farm to School is the practice of sourcing local foods for school nutrition programs and providing nutrition education opportunities to students that focus on agriculture and health. The goal of the program is to encourage the consumption of fruit and vegetables, improve access to healthy foods, and support regional farms. CCPH is collaborating with WSUE to conduct food system education activities that include farm field trips, taste-tests, and farmer-in-the-classroom activities aimed at students attending targeted schools.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

In the fall of 2013, CCPH interviewed the directors of nutrition services at local school districts to learn more about their programs and local purchasing practices. Clark County school meal programs serve delicious, nutrient-rich foods, but lack the resources to implement a fully developed Farm to School strategy. Local food service directors are enthusiastic about working with CCPH on increasing Farm to School opportunities for their students. WSUE has committed to collaborating with CCPH to coordinate farm field trips at the 78th Street Heritage Farm for 4th and 5th grade students at participating schools.



This project will strengthen our partnership and build on the valued relationship between CCPH and WSUE. The project targets children who attend the schools in central Vancouver with the highest rates of free and reduced-cost lunches. It also supports economic development for local food production by promoting local food sourcing.

BUDGET IMPLICATIONS

YES	NO	
XX		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	1025, Public Health Fund
Company Name	Washington State University, Clark County Extension

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

Kathy Smith

Kathy Smith
Grant Accounting Specialist

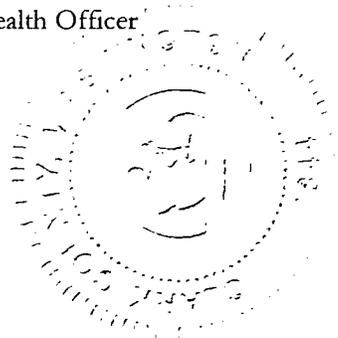
Alan Melnick

Alan Melnick, MD, MPH, CPH
Public Health Director/Health Officer

APPROVED: *[Signature]*
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: 2-9-16

SR# SR 027-16



APPROVED: _____
Mark McCauley, Acting County Manager

DATE: _____

INTERLOCAL AGREEMENT
Between
CLARK COUNTY PUBLIC HEALTH
HDC.781
And
WASHINGTON STATE UNIVERSITY,
CLARK COUNTY EXTENSION

PH 16-07

This intergovernmental agreement between Clark County, hereinafter referred to as COUNTY, and Washington State University, Clark County Extension, hereinafter referred to as WSUE, is made and entered into pursuant to RCW 39.34 (Interlocal Cooperation Act).

I. PURPOSE:

The purpose of this agreement is to define the relationship of COUNTY and WSUE on the "Our Heritage: Healthy Farms, Healthy Schools" project. The project includes the development of a Farm to Fork field trip program at Heritage Farm, 10 Farm to Fork Field Days and taste-tests for participating students.

This agreement applies to and covers the geographic area of Clark County.

II. STATEMENT OF WORK

The parties agree as follows:

1. The term of this agreement shall be from **January 1, 2016 – December 31, 2017**, unless both parties agree to extend the termination date upon mutual written consent.
2. Using the following activities, WSUE will develop a Farm to Fork field trip program at the Heritage Farm by December 2016:
 - a. Facilitate program development meetings with key project partners (4-H, Food Bank staff, SNAP-Ed staff, and teachers).
 - b. Visit a model "farm field trip" program in the region (Zenger Farms).
 - c. Create a "Heritage Farm Field Trip Guide" for upper elementary students with experiential learning lesson plans emphasizing food system education, nutrition education, and Clark County Agriculture.
3. WSUE will host 10 Farm to Fork Field Days for students at Vancouver Public Schools' priority schools by November 2017 and will:
 - a. Recruit 4th and 5th grade teachers at priority schools (Fruit Valley, King, Roosevelt, Washington, and Ogden Elementary).

- b. Connect WSUE nutrition education programs to farm to school efforts at five VPS priority schools. This may include recipe or product tasting in the cafeteria, farmer in the classroom opportunities, farmer trading cards, gardening in the classroom activities, etc.
 - c. Coordinate field trip logistics including educational activities and appropriate staffing.
 - d. Coordinate transportation, along with COUNTY, for participating classrooms to farms.
 4. WSUE will conduct at least 20 taste-tests of new regionally sourced produce, products or new recipes in VPS priority school cafeterias.
 5. COUNTY shall provide assistance to the program by providing Services that shall include:
 - a. Support of the development of the *Heritage Farm Field Trip Guide* to serve as a replicable blue print for farm field trips on the farm.
 - b. Coordinate complimentary field trip educational enhancements with participating classrooms (farmer in classroom visits, food system/nutrition education, farmer trading cards, etc.) in partnership with WSUE staff.
 - c. Coordinate transportation for participating classrooms to farms for Farm to Fork field trip days.
 6. Quality of service will be assured as follows:
 - a. Program Evaluation: Representatives from the two participating agencies will develop a team to oversee the project deliverables, monitor timelines, and review partner feedback to continuously improve the program.
 - b. Process Evaluation: Outcome evaluation indicators will include qualitative and quantitative data. COUNTY and WSUE staff will work together to track educational activity participation from data collected and processed by a COUNTY epidemiologist who will ensure that all data tracking instruments are reliable and valid.
 7. WSUE will provide quarterly progress reports to CCPH.
 - a. Reports are due April 1, July 1, October 1, and December 31, 2016 for the first year and April 1, July 1, October 1, and December 31, 2017 for the second year.

- b. The reports should include at a minimum:
- A narrative description of project progress, tasks completed, and roadblocks or problems;
 - Reasons why goals and objectives were not met, if appropriate;
 - Discuss the budget to expenditures for the reporting period;
 - List key activities planned for the next report period.

III. LIAISON RESPONSIBILITY

The COUNTY Chronic Disease Prevention Program Manager serves as the liaison for the COUNTY.

IV. COMPENSATION

1. COUNTY agrees to pay WSUE for services performed as specified in Section II of the agreement net 30 days upon receipt of a written invoice.
2. COUNTY shall reimburse WSUE for costs incurred to provide said services during the contract period as shown below; total compensation not to exceed \$14,000. Reimbursement will support Farm to Fork Coordinator time for guide development, farm field trip planning and facilitating work groups; Nutrition Educator's time for taste-tests, gardening in the classroom activities, etc. at priority schools; and supplies for nutrition education demos.

Invoices should be mailed to COUNTY no later than the 15th day of the month following the provision of service to the following address:

Clark County Public Health
Accounts Payable
PO Box 9825
Vancouver, WA 98666-8825

V. TERMINATION

Either party may terminate this contract by providing 30 days' written notification.

VI. INDEMNIFICATION

Each party to this agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of the agreement. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not party to the agreement.

VII. GOVERNING LAW

The laws of the State of Washington shall govern this agreement. Venue for any litigation shall be Clark County, Washington.

VIII. INSURANCE

Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage as long as the respective County remains a member in good standing with the Washington Counties Risk Pool or maintains alternate self-insured coverage comparable to the coverage provided by the Washington Counties Risk Pool.

IX. ADHERENCE TO LAW

Each party shall comply with all federal, state, and local laws and ordinances applicable to this agreement.

X. NON-DISCRIMINATION

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

XI. ACCESS TO RECORDS

Each party shall have reasonable access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

XII. SUBCONTRACTS AND ASSIGNMENT

Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

XIII. CONFLICT OF LAW

Any provision herein that conflicts with any law, statute, or regulation is deemed inoperative to that extent and the remainder of the contract terms remains in full effect and force.

XIV. CONFIDENTIALITY

COUNTY and CONTRACTOR agree to comply with HIPPA requirements when sharing protected health information as stated in Exhibit A, "Business Associate Agreement".

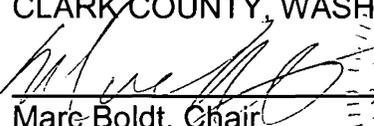
XV. THIS IS THE ENTIRE AGREEMENT.

This agreement consists of fifteen sections and constitutes the entire agreement between the parties. Modifications to this agreement are valid only if made in writing and signed by all parties.

WASHINGTON STATE UNIVERSITY
CLARK COUNTY EXTENSION

BOARD OF COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

By: _____



Marc Boldt, Chair

Date _____

Date 2-9-16

Jeanne E. Stewart, Councilor

Julie Olson, Councilor

David Madore, Councilor

Tom Mielke, Councilor

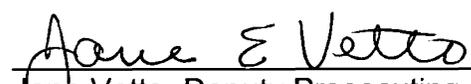
Contractor's Mailing Address

1919 NE 78th St
Vancouver, WA 98665

County's Mailing Address

PO Box 9825
Vancouver, WA 98666-8825

APPROVED AS TO FORM
ANTHONY F GOLIK
Prosecuting Attorney



Jane Vetto, Deputy Prosecuting Attorney
Date 1/7/16

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT
Between
WASHINGTON STATE UNIVERSITY,
CLARK COUNTY EXTENSION
And
CLARK COUNTY PUBLIC HEALTH

This Business Associate Agreement (the “Agreement”), dated as of August 1, 2015 is entered into between **Clark County Department of Public Health** (the “Covered Entity”) and **WASHINGTON STATE UNIVERSITY, CLARK COUNTY EXTENSION** (the “Business Associate”).

Recitals

A. Business Associate provides certain legal services to Covered Entity (the “Services”) which sometimes may involve (i) the use or disclosure of Protected Health Information (as defined below) by Business Associate, (ii) the disclosure of Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate, or (iii) the creation, receipt, maintenance, or transmission of Electronic Protected Health Information (as defined below) by Business Associate. Accordingly, the use, disclosure, transmission, or maintenance of Protected Health Information by Business Associate is subject to the privacy regulations (the “HIPAA Privacy Regulations”) and the security regulations (the “HIPAA Security Regulations”) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and 45 C.F.R. Parts 160 and 164 with respect to such Services. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. § 164.504(e)), and the HIPAA Security Regulations (at 45 C.F.R. § 164.314(a)).

B. This Agreement will govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, use, disclose, maintain, transmit or receive, Protected Health Information on behalf of Covered Entity. This Agreement will also govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, receive, maintain or transmit, EPHI on behalf of Covered Entity.

Agreement

1. Definitions. Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meanings as those terms in the HIPAA Privacy Regulations and the HIPAA Security Regulations. Unless otherwise stated, a reference to a “Section” is to a Section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings.

1.1 Breach. “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402.

1.2 Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

1.3 Electronic Protected Health Information or EPHI. “Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4 Individual. “Individual” shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 Individually Identifiable Health Information. “Individually Identifiable Health Information” shall have the same meaning as the term “individually identifiable health information” in 45 C.F.R. § 160.103.

1.6 Protected Health Information or PHI. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

1.8 Secretary. “Secretary” shall mean the Secretary of the federal Department of Health and Human Services or that person’s designee.

1.9 Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

1.10 Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2. Permitted Uses and Disclosures by Business Associate.

2.1 General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

2.2 Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:

2.2.1 for the proper management and administration of Business Associate;

2.2.2 to carry out the legal responsibilities of Business Associate; or

2.2.3 to provide Data Aggregation services to Covered Entity which relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.

2.3 Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:

2.3.1 The disclosure is Required By Law; or

2.3.2 Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information (“De-Identified Information”) is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.

3. Obligations and Activities of Business Associate Regarding PHI.

3.1 Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2 Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.3 Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Reporting. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

3.5 Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.6 Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business

Associate will make such PHI available to Covered Entity or, as directed by Covered Entity to an Individual, that is necessary for Covered Entity to respond to Individuals' requests for access to PHI about them in accordance with 45 C.F.R. § 164.524. Business Associate will provide such PHI in an electronic format upon request by Covered Entity unless it is not readily producible in such format in which case Business Associate will provide Covered Entity a standard hard copy format.

3.7 Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.

3.8 Disclosure Documentation. Business Associate will document its disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.9 Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.

3.10 Access to Business Associate's Internal Practices. Except to the extent that it violates or interferes with attorney-client privilege, the duty of client confidentiality, or the applicable rules of professional responsibility, Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of (a) PHI received from, or created or received by Business Associate on behalf of, Covered Entity; and (b) EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or to Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.

3.11 Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach.

3.11.1 Notice to Covered Entity required by this Section 3.11 shall include: (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. § 164.404(c).

3.11.2 After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, or otherwise possessed by Business Associate or of a Breach, involving Unsecured Protected Health Information, for which the Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.

4. Obligations of Covered Entity.

4.1 Requested Restrictions. Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.2 Changes in or Revocation of Permission. Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

4.3 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and HIPAA Security Regulations if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities of Business Associate.

5. Security Restrictions on Business Associate.

5.1 General. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.

5.2 Agents; Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of such EPHI.

5.3 Reporting of Security Incidents. Business Associate shall report to Covered Entity any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes aware. This Section constitutes notice to Covered Entity of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems (each an "Unsuccessful Attack"), including but not limited to pings, port scans, and denial of service attacks, for which no additional notice shall be required provided that no such incident results in unauthorized access to Electronic PHI.

5.4 HIPAA Security Regulations Compliance. Business Associate agrees to comply with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations.

6. Term and Termination.

6.1 Term. This Agreement shall take effect on the Effective Date (as defined below), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 6.

6.2 Termination for Cause. If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate which sets forth Covered Entity's determination that Business Associate breached a material term of this Agreement, and Covered Entity may:

6.2.1 Provide written notice to Business Associate which provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or

6.2.2 Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.2.3 If neither termination nor cure are feasible as provided in Sections 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.

6.3 Effect of Termination.

6.3.1 Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon reasonable determination that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Qualified Service Organization Agreement. Covered Entity and Business Associate hereby acknowledge that Business Associate and its agents and employees have, as applicable, complied, and will comply, with 42 USC §290dd-2 and 42 CFR Ch. 1, part 2, §§2.11 et seq. (the "Federal Drug and Alcohol Regulations") in that:

7.1 The parties acknowledge that if Business Associate receives, processes, reviews, or otherwise deals with any Covered Entity patient records during the course of the Services Business Associate and its employees will be providing to Covered Entity, that each and every one of said employees will be fully bound by the Federal Drug and Alcohol Regulations;

7.2 Each of Business Associate's employees and agents will maintain Covered Entity's patient identifying information in accordance with federal and state confidentiality rules governing drug and alcohol treatment records;

7.3 Each of Business Associate's employees and agents will comply, as applicable, with the limitations on disclosure, redisclosure and use set forth in 42 CFR Ch. 1, part 2, §§ 2.16 and 2.53; and

7.4 If necessary, each of Business Associate's employees and agents will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Federal Drug and Alcohol Regulations.

8. Miscellaneous.

8.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations or the HIPAA Security Regulations means the section as in effect or as amended.

8.2 Amendment. If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision, affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least thirty (30) days' prior written notice to the other party.

8.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement ("Effect of Termination") shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the Federal Drug and Alcohol Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

8.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

