

Professional Services Agreement
Clark County Contract HDC.903

THIS AGREEMENT entered this 11th day of January 2017, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and David Heal, M.S.W., after this called "Contractor."

WITNESSETH

WHEREAS, County is in receipt of federal funding for professional services;
AND

WHEREAS, County conducted an informal solicitation process, RFP 718 and selected the Contractor to develop and execute a transition plan that addresses the needs of; clients, staff, the program, funding requirements, community partnerships, and sustainability of HIV prevention strategies; AND

WHEREAS, Contractor has the expertise to provide services; NOW,
THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as follows:

A. Generally: To provide professional services for Clark County and to perform those services more particularly set out in the attached Statement of Work, attached hereto and incorporated herein by this reference as Exhibit "A".

2. Time. The contract shall be deemed effective beginning January 11, 2017 through June 30, 2017. The contract may be extended upon the mutual written consent of both parties for one (1) three (3) month period.

3. Compensation. County shall pay the Contractor for performing said services

net 30 days upon receipt of a written invoice according to Section IV., of the Statement of Work attached hereto and incorporated herein as Exhibit "A".

Total contract may not exceed \$53,300.00 without the mutual written consent of both parties.

4. Termination. The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in contract. The waiver by the County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Further, County may terminate this contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

5. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity

under the Industrial Insurance Act as to those claims which are brought against the County.

7. Wage and Hour Compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this agreement, Exhibit "A", Statement of Work and Exhibit "B", Business Associate Agreement. Where provisions of the contract and provisions of the Request for Proposal or the proposal are inconsistent, the provisions of the contract shall be controlling.

10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

11. Changes: County may, from time to time, require changes in the scope of

the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the agreement.

12. Public Records Act: Notwithstanding the provisions of this Agreement, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer.

13. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

14. Debarment or Exclusion. The Contractor shall not employ any person nor contract with any person or entity that is excluded from participation in federally funded (in whole or in part) agreements, in accordance with 42 CFR Part 76 or who are debarred, suspended, declared ineligible or voluntarily excluded. The Contractor and any subcontractors must comply with federal law and must not knowingly have a director, officer, partner or person with a beneficial ownership of the Contractor's equity, or an employee, contract or consultant who is significant or material to the provision of services under this contract, who has been or is affiliated with someone who has been,

debarred, suspended or otherwise excluded by any federal agency. The Contractor shall maintain evidence of compliance in personnel files or with subcontractor's documents. The Contractor shall certify compliance with this provision to the County prior to the term of this agreement, including certification of compliance of any other parties listed above with a beneficial ownership or a party significant to the provision of services under this agreement. The Contractor shall provide the full names of these parties to the County along with certification of compliance prior to the start of this contract.

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This contract further covenant that in the performance of this agreement, no person having such interest shall be employed.

16. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

17. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

18. Insurance. The Contractor shall provide to Clark County prior to the term of this Agreement, current certificates of insurance which will be in the form of an ACORD Certificate(s), and shall assure that Clark County is listed as an additional insured, and shall include; commercial general liability insurance to protect against legal liability

arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit, with a maximum deductible of \$5,000.

20. Certifications and Assurances. DAVID HEAL, M.S.W. shall assure services are provided in compliance with the certifications and assurances outlined in Certifications and Assurances attached hereto and incorporated herein as Exhibit B.

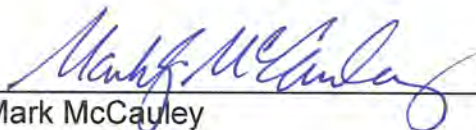
IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

Approved:
DAVID HEAL, M.S.W.



David Heal
President

Approved:
CLARK COUNTY



Mark McCauley
County Manager

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney



Jane Vetto, Senior Prosecuting Attorney

Exhibit A

Statement of Work

I. Background

- A. The majority of work will be performed on-site at the offices of Clark County Public Health (CCPH) during regular business hours, with flexibility to allow for off-site meetings or necessary activities during non-business hours. By mutual agreement, some regular work may be performed at the Manager's home office.
- B. Clark County Public Health will provide onsite space computer equipment, and general supplies needed to complete the project.
- C. Access to computer networks and relevant data systems needed to complete the project will be granted to the Transition Manager, along with historical and current program performance and evaluation data.
- D. The Transition Manager will have authority to represent Clark County Public Health and to negotiate with external agencies as needed to complete the project, subject to final approval by the Clark County Public Health leadership.
- E. Legal responsibility for staff supervision and client services will remain with Clark County Public Health until the program transition is complete, but the Transition Manager will provide other support as appropriate to staff and clients.
- F. The total number of hours calculated for the project has been calculated on the basis of a pre-existing period during which the proposer will be out of the country during part of the months of April and May, 2017. The proposer will ensure that program activities can successfully continue during this period.

II. HIV Case Management Services Transition

A. Project Team

1. Internal Team: the primary (internal) project team will consist of the Program Transition Manager and other Clark County staff, as assigned by the Clark County Public Health Leadership Team. The internal team will consist of three-to five people and may include in addition to the Transition Manager: a financial/contract specialist or manager, the current Program Manager, a program administrative support person and the program housing specialist. Participants will be appointed to the team by CCPH leadership based on their specialized knowledge and responsibilities to complete or direct components of the transition plan. Formation of the internal team will be an immediate goal of the project. The internal team and core external providers will meet regularly during the transition to plan project activities and ensure that milestones are reached.

2. External Team: representatives of community partners, entities with legal or administrative oversight of case management services, and other stakeholders affected by the transition will be involved in the project as necessary. The Transition Manager will facilitate identification and inclusion of transition team members external to Clark County Public Health and will coordinate their participation during the transition. External participants will be directly supported by their organizations and/or constituencies; project resources will not be used other than for coordination and facilitation of meetings, information sharing, and completion of formal documentation as required by the project. External participants may include, but are not limited to, representatives from the Washington State Department of Health, Multnomah County Public Health, the Portland Housing Bureau, the Vancouver Housing Authority, the Portland Transitional Grant Area Planning Council, and Cascade AIDS Project.

3. Responsibilities for internal and external teams will be based on the nature and scope of their relationship with case management services in Clark County. Examples include, but are not limited to:

- a) Clark County Public Health, Multnomah County Public Health, Washington State Department of Health, Portland Housing Bureau, Cascade AIDS Project: contracts, public information and client communication, public and confidential records maintenance, financial support.
- b) Portland Area HIV Planning Council: stakeholder communication and client support.
- c) Clark County Public Health staff will ensure ongoing client services throughout the transition, including liaison with other social service organizations and medical care providers.

4. Timeline and Deliverables.

a) January 11 – 30, 2017

- i. Identify internal project team and CCPH support.
- ii. Identify and recruit external project team.
- iii. Consult with stakeholders to determine key desired outcomes.
- iv. Document known issues, and possible barriers to project success.
- v. Develop initial strategy to achieve desired outcomes and resolve issues and barriers.
- vi. Develop preliminary communication plan for transition.
- vii. Provide support to staff of CCPH case management services.

b) February 1 – 28, 2017

- i. Convene internal team. Establish roles and responsibilities for internal team, project milestones and schedule.
- ii. Determine necessary resources for project success and strategy for obtaining them.
- iii. Convene external team (may be teleconference, webinars, or offsite meetings).
- iv. Establish roles and responsibilities, project milestones and schedule. Clarify deliverables expected by external partners.
- v. Determine necessary resources for project success and strategy for obtaining them.
- viii. Begin implementing communication with clients and incorporate client involvement in project as appropriate. Develop plan for managing feedback from staff, clients, and community.
- ix. Assist new service provider to obtain training and technical assistance as necessary.
- x. Develop schedule for completing documentation necessary for transition, including process for informational releases, regular reports, and closeout reports.
- xi. Complete progress report for CCPH leadership and project partners.
- xii. Complete progress report for stakeholders, clients, and public.

c) March 1, 2017 - April 15, 2017

- i. Internal team activities continue.
- ii. Participation of external partners continues via electronic communications and direct consultations as needed.
- iii. Complete records transfer policy and process, plan for maintenance of client and administrative program records.
- iv. Ongoing problem solving with program staff and community partners
- v. Complete "Halfway Progress Report"
- vi. Complete plan for project operations during Program Transition Manager's absence April 24, 2017 - May 15, 2017.

d) May 15, 2017 - June 30, 2017

- i. Project teams assess progress and remaining issues, and plan to meet contingencies.
- ii. Complete necessary documents to prevent service interruptions for case management clients.
- iii. Ensure that necessary financial and program data are available for final reports to funders and regulators.
- iv. Complete narrative reports for CCPH leadership, case management program funders, community partners, clients and public.
- v. Final invoice due to CCPH July 15, 2017.

III. HIV Prevention Services Review/Revision

A. Project Team

1. Internal Team: the primary (internal) project team will consist of the Program Transition Manager and other Clark County staff, as assigned by the Clark County Public Health Leadership Team. The team will may include in addition to the Transition Manager:
 - a) Program Manager
 - b) HIV Prevention Specialists
 - c) Data Provider
 - d) Other CCPH staff and/or community partners will be attached to the team as appropriate
2. Other CCPH staff and/or community partners will be attached to the team as appropriate. Formation of the internal team will be an immediate goal of the project. The internal team and external partners will meet regularly during the transition to plan project activities and ensure that milestones are reached. External participants will be directly supported by their organizations and/or constituencies; project resources will not be used other than for coordination and facilitation of meetings, information sharing, and completion of formal documentation as required by the project. External participants may include, but are not limited to, representatives from the Washington State Department of Health, and Cascade AIDS Project.
3. Responsibilities for internal and external teams will be based on the nature and scope of their relationship with case management services in Clark County.
Examples include, but are not limited to:
 - a) Clark County Public Health, Washington State Department of Health, Cascade
 - b) AIDS Project: contracts, public information and client communication, public and confidential records maintenance, financial support.
 - c) Clark County Public Health staff will ensure ongoing client services throughout the transition, including coordination of HIV/Hepatitis/STD prevention services.

4. Timeline and Deliverables

a) January 11, 2017 – February 28, 2017

- i. Identify internal project team and CCPH support.
- ii. Review HIV prevention program goals, objectives, and current outcomes.
- iii. Consult with stakeholders, including the Washington State Department of Health to determine key future desired outcomes.
- iv. Assess affected population needs and plan to gather necessary missing data.
- v. Begin implementing communication with clients and incorporate client involvement in project as appropriate.
- vi. Develop plan for managing feedback from staff, clients, and community.
- vii. Provide support to HIV prevention program staff as needed.
- viii. Complete progress report for CCPH leadership by February 28, 2017.
- ix. Release communication for stakeholders, clients, and public as needed by February 28, 2017.

b) February 15, 2017 - April 20, 2017

- i. Complete and analyze any required ad-hoc needs assessments.
- ii. Determine necessary resources for project success and strategy for obtaining them.
- iii. Develop strategy to achieve desired outcomes and resolve issues and barriers.
- iv. Identify existing and potential external program partners needed integral to the strategy.
- v. Communicate strategy to current and potential partners, and populations served by the program.
- vi. Recruit external partners and establish roles and responsibilities, project milestones and schedule.
- vii. Clarify expectations of CCPH leadership and external partners.
- viii. Determine necessary resources for project success and strategy for obtaining them.
- ix. Develop a minimal evaluation plan for revised HIV prevention services.
- x. Develop recommendations for revised HIV prevention services, as needed.
- xi. If CCPH leadership accepts recommendations, identify contractual or financial issues requiring attention. If not revise plan until approval is obtained.

- xii. Draft plan for implementation of accepted recommendations, including activities to be carried out during absence of Transition Manager from April 24, 2017 - May 15, 2017.
- xiii. Communicate plan and timelines to stakeholders, clients, and public as appropriate.
- xiv. Complete plan for project operations during Manager's absence April 24, 2017 - May 15, 2017.

c) May 15, 2017 – June 30, 2017

- i. Obtain training or external technical assistance necessary to support revised HIV prevention services.
- ii. Recruit and hire any new staff required by the plan.
- iii. Obtain new data support resources required by the plan.
- iv. Secure and occupy new project location if necessary.
- v. Revise existing contracts as needed.
- vi. Complete final project report.
- vii. Final invoice due to CCPH July 15, 2017.

IV. Budget

Transition Manager	\$60.00 hr (880 hours)	\$52,800.00
Travel (mileage/parking)	.535 cents per mile	\$ 500.00
Total		\$53,300.00

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

Between

DAVID HEAL, M.S.W.

And

CLARK COUNTY PUBLIC HEALTH

This Business Associate Agreement (the "Agreement"), dated as of January 11, 2017 is entered into between Clark County Department of Public Health (the "Covered Entity") and David Heal, M.S.W. (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, re-disclosure 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.

8.6 Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld; provided that no such consent shall be required for either party's assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

8.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.

8.8 Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

8.9 Notices. Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:

If to Covered Entity:	Clark County Public Health
	Attn: Grants and Contracts
	PO Box 9825
	Vancouver, WA 98666-8825

If to Business Associate: Attention: David Heal, M.S.W.

8.10 Counterparts. This Agreement may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

8.11 Effective Date. This Agreement will become effective on the date first written above.

IN WITNESS WHEREOF, the parties hereto have caused this BUSINESS ASSOCIATE AGREEMENT AND QUALIFIED SERVICE ORGANIZATION AGREEMENT to be duly executed as of the Effective Date.