

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
A. T. STILL UNIVERSITY
for
VOLUNTEER and CLINICAL SUPPORT SERVICES
FOR THE PERIOD October 1, 2024 THROUGH September 30, 2028

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and A. T. Still University of Health Sciences (ATSU), a higher learning-centered university with an address at 1075 Betteravia Road, Santa Maria, CA 93454 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, COUNTY will collaborate with CONTRACTOR's licensed ATSU-Central Coast Physician Assistant (CCPA) Faculty to volunteer under a COUNTY Supervising Physician to directly supervise ATSU Physician Assistant (PA) students who will provide medical screenings and/or public health education/promotion at National Health Center Week events hosted by Santa Barbara County Public Health Department, and;

WHEREAS, CONTRACTOR will provide clinical support for outpatient medical services in a continuity clinic setting to the uninsured and underinsured patients of Santa Barbara County Public Health Department Health Care Centers (HCC) through the ATSU Physician Assistant (PA) Student Program (L2); and

WHEREAS, CONTRACTOR, in connection with educating its Learners in physician assistant studies, seeks certain conceptual, practical, and/or clinical learning experiences for its Learners (L1 & L2), some of which may involve interaction with patients; and

WHEREAS, COUNTY recognizes the need for and desires to aid in the educational development of Learners, is a provider of healthcare services to its patients, and is willing to provide CONTRACTOR'S Learners (L1 & L2) practical learning experiences and to participate in selected healthcare services at COUNTY to the extent it is reasonable, proper, and professionally acceptable for it to do so; and

WHEREAS, COUNTY understands and appreciates CONTRACTOR's need to maintain control over the education of its Learners and is willing to dedicate a portion of a licensed provider(s)' time to oversee Learners (L1 & L2) education at COUNTY Health Care Centers.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Agreement between County of Santa Barbara and
A.T. Still University
Physician Assistant Student Program
October 1, 2024 through September 30, 2028

1. DESIGNATED REPRESENTATIVE FOR PHYSICIAN STUDENT L1 (LEARNER 1)

Paola Hurtado at phone number (805) 698-2418 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Cristina Tipei, MSPAS, PA-C, Associate Professor & Academic Coordinator of the ATSU Physician Assistant Program at (805) 621-7683 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice (including email) to the other party.

2. DESIGNATED REPRESENTATIVE FOR PHYSICIAN STUDENT L2 (LEARNER 2)

Paola Hurtado at phone number (805) 698-2418 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Amanda Mallory Spillman, MSPAS, PA-C, Director of Clinical Education of the ATSU Physician Assistant Program at (805) 621-7644 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice (including email) to the other party.

3. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Paola Hurtado, Assistant Deputy Director
Santa Barbara County
Public Health Department
300 N. San Antonio Road
Santa Barbara, CA 93110
Phone: 805-698-2418
Fax: 805-681-5200

To Contractor: Director or Didactic Education & Academic Coordinator
of Physician Assistant Student Program at ATSU- Learner 1
1075 Betteravia Road
Santa Maria, CA 93454

Director of Clinical Education
of Physician Assistant Student Program at ATSU- Learner 2
1075 Betteravia Road
Santa Maria, CA 93454

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

4. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A, EXHIBIT A-1, and EXHIBIT A-2 attached hereto and incorporated herein by reference.

5. TERM

CONTRACTOR shall commence performance on October 1, 2024 and shall continue in full force and effect for four (4) years, terminating on September 30, 2028 unless otherwise directed by COUNTY or unless earlier terminated.

6. COMPENSATION OF CONTRACTOR

In full consideration for COUNTY'S services, CONTRACTOR shall pay COUNTY in accordance with the terms of EXHIBIT A-2 attached hereto and incorporated herein by reference.

7. INDEPENDENT CONTRACTOR

CONTRACTOR shall perform all of its obligations and responsibilities under this Agreement as an independent contractor. Under no circumstances shall CONTRACTOR, its officers, employees, agents, and/or students be considered the employees, agents, principals, partners or joint ventures of COUNTY. CONTRACTOR, its officers, employees, agents, and students shall not be entitled to any benefits provided or available to COUNTY employees including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its officers, employees, agents, and students all legally-required benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's officers, agents, employees, or students including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

8. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession are engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

9. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that its employees, faculty, student learners, and principals participating in this Agreement are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended to participate in this Agreement.

10. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR'S behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

11. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

12. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibits A, A-1, and A-2, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

13. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY'S name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY'S name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

14. COUNTY PROPERTY AND INFORMATION

All of COUNTY'S property, documents, and information provided for CONTRACTOR'S use in connection with the services shall remain COUNTY'S property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY'S prior written consent.

Agreement between County of Santa Barbara and
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October 1, 2024 through September 30, 2028

15. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

16. INDEMNIFICATION AND INSURANCE

COUNTY agrees to defend, indemnify, and hold harmless CONTRACTOR and its PA Students (Learners) against any claim, lawsuit or judgment arising out of PA Student (Learner 1 & 2) providing clinical support for medical services in any of COUNTY's clinics as contemplated by this Agreement caused by the negligence of the County. CONTRACTOR agrees to defend, indemnify, and hold harmless COUNTY against any claim, lawsuit or judgment arising out of PA Students (Learner 1 & 2) providing clinical support for medical services at ATSU as contemplated by this Agreement.

COUNTY and CONTRACTOR shall each carry professional liability insurance in an amount not less than \$2 million per occurrence and \$4 million aggregate, or provide and maintain a self-insurance program funded to meet these minimum limits. Insurance is against professional errors and omissions (malpractice) in providing services under the terms of this Agreement and for the protection of the interests and property of COUNTY and CONTRACTOR, and their respective employees and agents. CONTRACTOR shall also ensure that each PA Student (Learner 1 & 2) is insured under an automobile liability policy while in the course and scope of their respective duties under this and that CONTRACTOR carries appropriate Workers' Compensation insurance for each PA Student (Learner 1 & 2). CONTRACTOR agrees and understands that no student (Learner 1 & 2) shall be permitted to use COUNTY facilities for the CONTRACTOR'S program unless the student (Learner 1 & 2) first executes a waiver and release agreement with the COUNTY, as attached hereto in Exhibit B.

17. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY'S Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

18. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

19. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

20. TERMINATION

COUNTY or CONTRACTOR may, by written notice to each other, terminate this Agreement in whole or in part at any time with one ninety days (90 days) notice. Upon termination, each party shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to each other all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by the other party in performing this Agreement, whether completed or in process, excepting medical records.

1. **For Convenience.** Either party may terminate this Agreement upon ninety (90) days written notice.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
3. **For Cause.** In the event of a material breach of this Agreement, either party may initiate termination of the Agreement. The aggrieved party shall serve the other party with a thirty (30) day notice to cure the breach. The notice must specify in detail the nature of the alleged material breach, including the supporting factual basis and any relevant documentation.
4. The party receiving the notice shall have ten (10) days from the date of receipt to respond to the alleged breach by either requesting in writing a meeting with the noticing party, curing the breach, or if the breach is of such a nature that it cannot be reasonably cured within thirty (30) days, commence curing the breach within said period and notifying the other party of the actions taken. If a meeting is requested by the party receiving the notice, it shall be scheduled within ten (10) days of the date notice is received. If corrective action is not taken by the party receiving notice, or the parties do not reach an agreement during the notice period, this Agreement shall terminate upon completion of the thirty (30) days notice period at the option of the noticing party, notwithstanding any other provision of this Agreement.

21. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

25. NO WAIVER OF DEFAULT

No delay or omission of COUNTY or CONTRACTOR to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY or CONTRACTOR shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY or CONTRACTOR, as the case may be.

26. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

27. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns

28. COMPLIANCE WITH LAW

Each party shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement that are applicable to a party's performance under this Agreement.

29. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(s), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

32. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

33. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

34. IMMATERIAL CHANGES

CONTRACTOR and COUNTY agree that immaterial changes to the Agreement such as the Designated Representative, CONTRACTOR'S address for purposes of Notice, or other clerical error correction which will not result in a material change to the Agreement, Statement of Work, or total contract amount may be authorized by Public Health Director, or designee in writing, and will not constitute an amendment to the Agreement.

35. BUSINESS ASSOCIATE

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT C attached hereto and incorporated herein by reference.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **A. T. Still University of Health Sciences**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on October 1, 2024.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Shirley LaBuena*
Deputy Clerk

COUNTY OF SANTA BARBARA:

Steve Lavagnino

By: *Steve Lavagnino*
Chair, Board of Supervisors

Date: 10-1-24

RECOMMENDED FOR APPROVAL:

Mouhanad Hammami, Director
Public Health Department

By: *Mouhanad Hammami*
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: *Betsy M. Schaffer*
Auditor-Controller

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: *Lindy Giacomuzzi-Kotz*
Deputy County Counsel

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: *Gregory Milligan*
Risk Management

[Signatures continue on following page.]

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **A.T. Still University of Health Sciences**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on October 1, 2024.

A.T. Still University of Health Sciences

By:  _____
DocuSigned by:
8AATAC9207E54F4...
President of ATSU CA/AZ Campus

Date 9/19/2024

Tax ID Number: 123456

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EXHIBIT A STATEMENT OF WORK

1. **Purpose:** The purpose of this Exhibit A is to set forth the requirements for the CONTRACTOR and COUNTY so that: 1) licensed ATSU-CCPA Faculty can volunteer under a COUNTY Supervising Physician to directly supervise ATSU Physician Assistant (PA) students (L1) who will provide medical screenings and/or public health education/promotion at National Health Center week events hosted by COUNTY (Exhibit A-1), 2) a didactic group of up to sixteen (16) first-year Physician Assistant Students (L1) can participate in clinical rotations to provide clinical support for retinopathy screenings at COUNTY (Exhibit A-2), and 3) a cohort of five (5) L2 Learners can participate in clinical rotations at COUNTY in the disciplines of Family Medicine, Internal Medicine, Women's Health, Behavioral Health, and Pediatrics (Exhibit A-3)

2. **Duties of CONTRACTOR:**
 - A. In consultation and coordination with COUNTY's representatives, plan the CONTRACTOR's PROGRAM to be provided to students under this Agreement and, establish a rotational plan for the CONTRACTOR's PROGRAM by mutual agreement between representatives, if appropriate.
 - B. In consultation and coordination with COUNTY's staff, arrange for periodic conferences between appropriate representatives of CONTRACTOR and COUNTY to evaluate the CONTRACTOR's PROGRAM.
 - C. Designate the students who are enrolled in CONTRACTOR to be assigned for the CONTRACTOR's PROGRAM at COUNTY, in such numbers as are mutually agreed to by both parties.
 - D. Oversee the CONTRACTOR's PROGRAM given at COUNTY to the assigned students and provide the supervisory instructors for the CONTRACTOR's PROGRAM provided for under this Agreement. Keep all attendance and academic records of students participating in the CONTRACTOR's PROGRAM.
 - E. Require student to follow all applicable COUNTY policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of CONTRACTOR and COUNTY.
 - F. Require student to actively participate in the CONTRACTOR's PROGRAM as more fully described in Exhibit A attached hereto.
 - G. Certify to COUNTY, at the time each student first reports at COUNTY, that student has complied with the following:
 1. Completed training for blood borne pathogens, standard precautions, and respiratory protection. This education and training shall include, but not be limited to, the proper handling of blood and body fluids, preventative measures of exposure to blood and body fluids, and risks concerning the Hepatitis B Virus. CONTRACTOR will maintain records documenting this training as well as a letter signed by each student indicating their choice of receiving or not receiving the vaccine to the Hepatitis B virus;
 2. Completed an examination for physical fitness. CONTRACTOR shall maintain records that student has been immunized against these required communicable diseases: varicella, measles, mumps, rubella, rubeola, Tdap, Hepatitis B and seasonal influenza;
 3. Completed a Tuberculosis test which resulted in a negative tuberculin skin test or negative chest x-ray;

4. Student shall execute the following:

A. Confidentiality of Information, Business Equipment Agreement, and Use of Information Technology form;

B. Employee Statement Elder and Dependent Adult Abuse Reporting form; and

C. Employee Statement Child Abuse Report Chart.

5. If required to drive for internship activities, student shall carry auto liability insurance as required by state law;

A. Each student shall wear identification.

B. Prior to assigning Learners to COUNTY, CONTRACTOR shall ensure the following medical screenings are approved, in which the PA students (L1 & L2) have received training at ATSU-CCPA: vital Signs (blood pressure, heart rate, respiratory rate, temperature, height, weight, body mass index).

C. Prior to assigning Learners to COUNTY, CONTRACTOR shall ensure the following ATSU-CCPA Faculty is licensed to practice in the State of California.

Cristina Tipei, PA-C
Jacualine Dancy, PA-C
Teah Nash, PA-C
Yelena Gimelberg, PA-C

3. **Duties of COUNTY:**

A. The COUNTY Supervising Physician may or may not be present in person at the national health center week events, but is at least available by phone and/or email for communication with the ATSU-CCPA Faculty that is directly supervising the PA students (L1) as needed.

B. COUNTY Supervising Physician is licensed to practice in the State of California.

C. Provide and maintain facilities, as presently available and as necessary, for CONTRACTOR 's PROGRAM.

D. Ensure that staff is adequate in number and quality to provide safe and continuous management of the CONTRACTOR's PROGRAM in cooperation with CONTRACTOR's instructor.

E. Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of student's participation in the CONTRACTOR's PROGRAM at COUNTY.

F. Have the right, after consultation with CONTRACTOR, to discontinue the assignment of any students at any time during the period of this Agreement, or refuse to accept for further programs any CONTRACTOR's students who, in COUNTY's judgment, are not participating satisfactorily. Students not following COUNTY policies will be removed from COUNTY facilities immediately.

G. Provide required Health Insurance Portability and Accountability (HIPAA) Privacy and Security

training to all students participating in the CONTRACTOR's PROGRAM at COUNTY. COUNTY shall maintain records documenting this training.

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**Exhibit A-1
Statement of Work**

1. Purpose:

The purpose of this Exhibit A-1 is to set forth the requirements for the CONTRACTOR and COUNTY so that licensed ATSU-CCPA Faculty can volunteer under a COUNTY Supervising Physician to directly supervise ATSU Physician Assistant (PA) students (L1) who will provide medical screenings and/or public health education/promotion at National Health Center Week events hosted by COUNTY.

2. Duties of CONTRACTOR:

- A. CONTRACTOR shall coordinate the participation of Learners (L1) in the National Health Center Week (NHCW) events.
- B. Provide the Physician Assistant (PA) who will supervise the L1 students during NHCW events.

3. Duties of COUNTY:

- A. Host the L1 Learners participating in the NHCW events.
- B. Provide the Supervising Physician who will directly supervise the ATSU Physician Assistant (PA) while supervising L1 students during NHCW events.

**Exhibit A-2
Statement of Work**

4. Purpose:

This Exhibit A-2 sets forth the requirements for a didactic group of up to sixteen (16) first-year Physician Assistant Students (L1) to participate in clinic rotations once per week at the Lompoc Health Care Center (LHCC) and Santa Maria Health Care Center (SMHCC). During these weekly rotations, the L1 students will provide retinopathy screenings.

5. Duties of CONTRACTOR:

CONTRACTOR shall coordinate the rotation, including two (2) Learners (L1) rotating through the LHCC and two (2) students rotating through SMHCC per week. Each student would dedicate one shift per month. The sessions will consist of one (1) four (4) hour session per week.

6. Duties of COUNTY:

- A. Host a cohort of 16 L1 Learners providing retinal screening.
- B. The preceptor (PHD) will document the encounter details in PHD's Electronic Medical Record system.

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**Exhibit A-3
Statement of Work**

1. **Purpose:** Exhibit A-3 specifies the roles and responsibilities of the parties related to the education of University Learners (L2) at COUNTY, with the first cohort of students anticipated to begin training at COUNTY in 2024.
2. **Duties of CONTRACTOR:** Prior to assigning Learners to COUNTY, CONTRACTOR shall:
 - A. Designate a staff person of CONTRACTOR ("University Coordinator") to coordinate the Program described in this Exhibit A-3 with a designated member of COUNTY who will serve as the Regional Director of Physician Assistant Education ("RDPAE").
 - B. Provide to COUNTY a list of Learners (L2) in each class cohort who will participate under the terms of this Agreement and obtain COUNTY approval of such Learners and periods of assignment.
 - C. Recommend to COUNTY assignment only those second-year physician assistant students, Learners (L2), who have successfully completed all necessary requirements of the first year (L1) of the Program and any appropriate or legally required professional requirements or licenses.
 - D. Assist COUNTY in orienting Learners (L2) to applicable policies and procedures provided by COUNTY to Learners (L2), and to such other policies, procedures, rules, and regulations as University deems appropriate.
 - E. Advise Learners (L2) to maintain the confidential nature of all information which may come to them with regard to patients and COUNTY records during their assignment at COUNTY as per Exhibit A of this Agreement.
 - F. Maintain records and reports on each Learner's (L2) experience.
 - G. CONTRACTOR, through its University Coordinator, shall:
 1. Coordinate the local evaluation of Learners' (L2) performance at COUNTY with COUNTY's RDPAE; and
 2. Meet with RDPAE at such times as either party shall deem necessary and appropriate to evaluate Learners' (L2) performance and clinical experiences, but no less than once per year. Meeting may be in person or in another manner agreed upon by both parties.
3. **Duties of COUNTY:**
 - A. Host a cohort of 5 L2 Learners providing clinical support.
 - B. Each L2 Learner will participate in five (5) clinical rotations, each of which will be five-week sessions, four (4) hours per session. Learners' (L2) clinical rotations will be in the disciplines of Family Medicine, Internal Medicine, Women's Health, Behavioral Health, and Pediatrics. All Learners (L2) will participate in clinical rotations under direct supervision, control, and guidance of designated COUNTY Supervising Clinician/Physician and be permitted to utilize

the premises of COUNTY to have conceptual, practical, and clinical learning experiences at COUNTY;

- C. Maintain, at all times, primary responsibility, control, and supervision of patient care;
 - D. Provide adequate orientation for Learners (L2) and any guest faculty as needed;
 - E. Provide University and Learners (L2) with applicable policies and procedures of COUNTY and inform University and Learners, through RDPAE, of any new applicable policies and/or procedures or any changes in policies and/or procedures which may affect the learning experiences and rotations described herein;
 - F. Allow Learners (L2) to perform services for patients only when under direct supervision and control of a clinician licensed to practice in COUNTY'S health care centers. Such direct supervision and control shall require, among other things, that such clinician be physically present and actively participating at all times and in all activities of Learners (L2) while providing patient care services at COUNTY;
 - G. Provide RDPAE approved by the Program Director to coordinate clinical learning and interact with University Coordinator. RDPAE must at all times be a Physician Assistant who is licensed in COUNTY's state, or a Physician who is licensed in COUNTY's state and Board certified in RDPAE's profession;
4. **Duties of COUNTY and CONTRACTOR:** COUNTY will coordinate with CONTRACTOR's RDPAE to:
- A. Provide oversight of the learning location that maximizes the development of high-quality, community-minded, student physician assistants (L2).
 - B. Reflect the curriculum to best fit local practices, cultures, and circumstances, with interactive examples, case presentations, and/or experiences that enhance learning experiences.
 - C. Monitor Learner (L2) progress and perform Learner (L2) evaluations.

5. **Compensation:** CONTRACTOR shall pay to COUNTY six-thousand-three-hundred dollars (\$6,300.00) per year, for each L2 in the cohort assigned to COUNTY. Payments shall be equally distributed, with one quarter paid upon arrival of the L2s, on or about August 2024, and one quarter paid each subsequent November, February, May and August while this Agreement is in place.

Maximum Agreement Value: This Agreement maximum amount is not to exceed \$31,500 for Learners 2 per year.

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EXHIBIT B

STUDENT (Learner 1 & 2) WAIVER AND RELEASE AGREEMENT

In exchange for permission to participate in the A. T. Still University of Health Sciences (ATSU) program, which uses the County of Santa Barbara's facilities, (referred to below as "Activity") I hereby waive, release, and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the County of Santa Barbara its officers, officials, employees, and volunteers (collectively, "County") as a result of my participation in the Activity.

I agree that my participation in the Activity will at all times be as an uncompensated not as an employee of the County, and that I will not receive or claim entitlement to any compensation or benefit of employment.

This release is intended to discharge the County, from and against any and all liability arising out of or connected in any way with my participation in the Activity, even though that liability may arise out of the negligence or carelessness on the part of the County.

I further understand that accidents and injuries can arise out of the event; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to hold harmless the County who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

I HAVE READ THIS ENTIRE DOCUMENT, AND FULLY UNDERSTAND AND AGREE WITH ITS PROVISIONS.

Name of Volunteer
(printed)

Signature of Volunteer
(signed)

Date

Name of Parent or
Legal Guardian
(printed)

Signature of Parent
(signed)

Date

EXHIBIT C
HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between COUNTY (referred to herein as “Covered Entity”) and CONTRACTOR (referred to herein as “Business Associate”).

RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and 45 CFR Parts 160 and 164, Subpart C (the “Security Rule”), Subpart D (the “Data Breach Notification Rule”) and Subpart E (the “Privacy Rule”) (collectively, the “HIPAA Regulations”).

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
 - k. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
 - l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
 - m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).
- 2. Obligations of Business Associate**
- a. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
 - b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall 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 this Agreement, the BAA, or the HIPAA Regulations.
- d. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than five (5) business days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (d) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI for Business Associate who is Required to Maintain a Record**

Set. If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

j. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45

C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

- l. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
- m. **Business Associate’s Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
- n. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
- o. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity’s obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity’s obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- p. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate’s facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity’s (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate’s remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity’s enforcement rights under the Agreement or this BAA, Business Associate shall notify

Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

- q. **Compliance with HIPAA Workforce Training.** As set forth in section 164.530 of 45CFR Business Associate is expected to adhere to the Health Insurance Portability and Accountability Act (HIPAA) regulations to the extent necessary to comply with Covered Entity's legal obligations and to develop and maintain comprehensive consumer confidentiality policies and procedures, provide annual training of all affected staff regarding those policies and procedures including Security and Privacy safeguards, and demonstrate reasonable effort to secure written and/or electronic data to document the provision of such training and agrees to make available to the Covered Entity upon request. The parties should anticipate that this agreement will be modified as necessary for full compliance with HIPAA.

3. Termination

- a. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section 2 of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(1)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

4. Indemnification

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

5. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business

Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

6. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

7. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

8. Assistance in Litigation of Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

9. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

11. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to

the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

12. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.