



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: February 16, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Three Points Fire District (TPFD)

***Project Title/Description:**

Administration of Immunizations and Testing

***Purpose:**

This contract enables the County to pay TPFD for their expenses in assisting with the administration of COVID-19 vaccinations at sites in Pima County.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

This IGA does not include a not to exceed amount. The Health Department is estimating \$25,000 in expenses related to this IGA. The amount may be changed depending on demand for this assistance.

Initially expenses will be charged to the Health Special Revenue fund, function code HDCOVID19. It is anticipated that most of the expenses will be reimbursed by the federal government.

***Program Goals/Predicted Outcomes:**

The goal is to vaccinate as many people in the priority groups as quickly as vaccine supply allows.

***Public Benefit:**

Vaccination of as many people as quickly as possible is the key to ending the COVID-19 pandemic. TPFD will assist as needed at Points of Distribution to administer vaccines to the residents of Pima County.

***Metrics Available to Measure Performance:**

of hours of staff time provided, by staff number and title

***Retroactive:**

No.

FFB0924M145PCCKOFBD

mw

TO: COB 2-9-2021 (2)

VERS.: 1

Pgs.: 17

ADDENDUM

Revised 5/2020

Contract / Award Information

Document Type: CT Department Code: HD Contract Number (i.e., 15-123): 21-310
Commencement Date: 02/17/2021 Termination Date: 02/16/2022 Prior Contract Number (Synergen/CMS): N/A
☒ **Expense Amount:** \$ 25,000.00 estimated ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** Health Special Revenue

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☒ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Sharon Grant

Department: Health Telephone: 724-7842

Department Director Signature/Date: [Signature] 02/05/21

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: [Signature] 2/8/21
(Required for Board Agenda/Addendum Items)

Pima County Department of Health

Project: Administration of Immunizations and Testing

Contractor: Three Points Fire District

Contract No.: CT-HD-21-310-00

Funding: Health Special Revenue Fund (2002), Unit 2877

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is entered into pursuant to A.R.S. § 11-952 by and between the Three Points Fire District (hereinafter "the District"), a Special Taxing District, and Pima County (hereinafter "the County"), a political subdivision of the State of Arizona.

RECITALS

WHEREAS, the parties desire to enter into an Agreement for the provision and administration of childhood immunizations and, during times of need, immunization and testing clinics for all appropriate ages; and

WHEREAS, the District has qualified medical personnel capable of administering immunization and testing services pursuant to A.A.C. R9-25-501 et seq. (as authorized by A.R.S. §36-2202 (A)(2), (3), and (4) and §36-2204 (1)); and

WHEREAS, the County is mandated by A.R.S. § 36-673 to provide school immunizations and by A.R.S. § 36-182(C)(1) to provide health services; and

WHEREAS, pursuant to A.R.S. 48-805(B)(1), the District's Governing Board may employ personnel to provide services necessary for the preservation of life; and

WHEREAS, pursuant to A.R.S. 48-805(B)(16)(a), the District may enter into intergovernmental agreements with other political subdivisions to provide technical services; and

WHEREAS, the District and the County may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, et seq.

NOW, THEREFORE, the District and the County, pursuant to the above and in consideration of the matters and things set forth herein, do mutually agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the parties for the provision of immunization and testing services as required.
2. **Term.**
 - 2.1. **Initial Term.** The term of this Intergovernmental Agreement commences on February 17, 2021 and will terminate on February 16, 2022 ("**Initial Term**"). "Term," when used in this Agreement, means the Initial Term plus any exercised extension options under

Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Intergovernmental Agreement to have been in effect as of the commencement date.

- 2.2. Extension Options. The Parties may renew this Intergovernmental Agreement for additional periods of up to two years each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
3. **Scope of Services**. The parties will carry out their mutual responsibilities as described in **Exhibit A** (1 page), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon mutual agreement of the parties.
4. **Compensation and Payment**. County shall compensate District for its costs in supplying the personnel necessary to carry out District's responsibilities as described in **Exhibit A**. District will invoice County an amount equal to the payroll costs incurred by District in providing its services, as more fully described in the District Rate Schedule, attached as **Exhibit C** (1 page) to this Agreement. Invoices are payable within thirty business days of receipt. Any dispute as to any invoice will be resolved, if at all possible, by the mutual decision made by the authorized representative of each Party. The rates reflected on the Rate Schedule are subject to unilateral change by District from time to time, but with not less than 30 days prior written notice. Any changes to the District's rates shall go into effect upon said 30 day written notice to County, without requiring an amendment to this Agreement. The rate structure contained in this Agreement shall be reviewed annually and any changes to the rates shall be included in the amended or revised agreement agreed to by both parties. County shall be responsible for covering its costs for performing its responsibilities as described in **Exhibit A**.
5. **Insurance**. The County is self-insured for professional liability and general liability in an amount sufficient to cover both parties' responsibilities under this Agreement. The County agrees that its insurance will be primary and that any insurance carried by District will be excess and non-contributing. Parties shall maintain their own insurance, worker's compensation insurance, and shall handle all of their own internal accounting.
6. **Indemnification**. The County shall indemnify, defend, and hold District harmless from any and all claims, demands, suits, actions, proceedings, loss cost, liabilities and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against the District, any of District's officers, directors and employees, or any person, regardless of who makes the claim, to the extent they result from the negligent or wrongful acts of the County, its employees, agents, representatives, or sub-contractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement. The County's obligation under this section shall not apply to any damages caused by the negligence of District or its employees. The indemnity provided in this section shall survive termination of this Agreement. The minimum limits and types of insurance provided by County shall not limit the scope and extent of indemnity hereunder.
7. **Laws and Regulations**.
- 7.1. Compliance with Laws. The parties will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

- 7.2. Licensing. The parties warrant that they are appropriately licensed to provide the services under this Agreement and that their subcontractors will be appropriately licensed.
- 7.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
8. **No Joint Venture**. This Agreement shall not be construed to create any partnership, joint venture, or employment relationship between the parties or any employee, agent or contractor of either Party. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
9. **Subcontractors**. The Parties are fully responsible for all acts and omissions of any subcontractors they may engage.
10. **Assignment**. The parties may not assign their rights or obligations under this Agreement, in whole or in part, without the other party's prior written approval. The parties may withhold approval at their sole discretion.
11. **Compliance with Laws**. The parties shall comply with all applicable federal, state, and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this Agreement.
- 11.1. Anti-Discrimination. The provisions of A.R.S. § 41-1463 and Executive Order Number 2009-09 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.
- 11.2. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 11.3. Workers' Compensation Coverage. Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the command protocol in place, and said Party shall have the sole responsibility for the payment of workers' compensation benefits or other fringe benefits of said employees.
12. **Authority to Contract; Third Parties**. If any court or administrative agency determines that either party does not have authority to enter into this Agreement, that party will not be liable to the other or any third party by reason of such determination or by reason of this Agreement. There are no third-party beneficiaries under this Agreement.
13. **Cancellation for Conflict of Interest**. This Intergovernmental Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Intergovernmental Agreement by reference.

14. **Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of either party. This Agreement and all obligations upon the parties arising therefrom shall be subject to any limitations of budget law or other applicable local law or regulations.
15. **Termination.** This Agreement may be terminated by either Party upon thirty (30) days written notice.
16. **Notice.** Any notice required or permitted to be given under this Intergovernmental Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Theresa Cullen, MD
Director, Pima County Health Department
3950 S. Country Club, Ste. 100
Tucson, AZ 85714

Three Points Fire District:

Thomas C. Knapp, Fire Chief
11200 S. Sierrita Mountain Rd, PMB 328
Tucson, AZ 85736

17. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
18. **Severability.** Each provision of this Intergovernmental Agreement stands alone, and any provision of this Intergovernmental Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.
19. **Legal Arizona Workers Act Compliance.**
 - 19.1. Compliance with Immigration Laws. District hereby warrants that it will at all times during the term of this Intergovernmental Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). District will further ensure that each subcontractor who performs any work for District under this Intergovernmental Agreement likewise complies with the State and Federal Immigration Laws.
 - 19.2. Books & Records. County has the right at any time to inspect the books and records of District and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
 - 19.3. Remedies for Breach of Warranty. Any breach of District's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Intergovernmental Agreement subjecting District to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, District will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the

subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

- 19.4. Subcontractors. District will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 19 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this Intergovernmental Agreement comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this Intergovernmental Agreement subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

20. **Health Insurance Portability and Accountability Act (HIPAA).** The parties acknowledge that the County is a hybrid covered entity as described in 45 C.F.R. §160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy, confidentiality and security of protected health information. District acknowledges that it may obtain confidential personal health information in the course of District's performance under the terms of this Agreement. "Confidential personal health information" includes information that could be used to identify a participant, information pertaining to the participant's care, treatment or experience in County's program, and information pertaining to the cost of, payment for, or collections activities related to participant's care, treatment and experience in County's program. District agrees to maintain the privacy, confidentiality and security of information it may obtain in the course of its performance under this Agreement. In particular, District agrees that it is County's Business Associate and agrees to be bound by the Business Associate Agreement in **Exhibit B** (7 pages) which is incorporated into this agreement, and further specifically agrees that:

- 20.1. Any confidential personal health information that District may obtain shall remain the sole property of the County; and
- 20.2. District shall establish and maintain procedures and controls that are acceptable to County to assure that no confidential personal health information contained in its records or obtained from County or from others in carrying out its functions under this Agreement shall be used by or disclosed by District, its agents, officers, employees or sub-contractors, except as required in the performance of its obligations under the terms of this Agreement; and
- 20.3. District shall not remove any confidential personal health information from County premises, if applicable; and
- 20.4. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of District as needed for the performance of its duties under this Agreement, or to County.
- 20.5. The parties acknowledge that District is a covered entity under HIPAA.

21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.
22. **Amendment.** The parties may modify, amend, alter or extend this Intergovernmental Agreement only by a written amendment signed by the parties.
23. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Intergovernmental Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This Agreement will become effective when all parties have signed it. The effective date of the Agreement will be the date this Agreement is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

DISTRICT

Chairman, Board of Supervisors

Richard Kennedy Sr., Chairperson

Date

Date

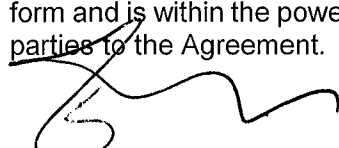
ATTEST

Clerk of the Board of Supervisors

Date

ATTORNEY CERTIFICATION

The foregoing Agreement between Pima County and the Three Points Fire District has been reviewed pursuant to A.R.S. § 11 952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.



Deputy County Attorney

Attorney, Three Points Fire District



Print DCA Name

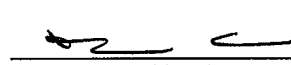
James P. F. Egbert
Print TPFD Attorney



Date

Date

APPROVED AS TO CONTENT



Department Head



Date

Exhibit A (1 page)

Scope of Services

DISTRICT RESPONSIBILITIES

The District shall:

1. Deliver vaccination and testing services for all appropriate ages during times of need to include, but not limited to, when an emergency declaration is in place. Services will be provided in Pima County and within the licensure and certification of District's personnel and in collaboration with County;
2. Provide the necessary staff (paramedic, EMT and/or support) to perform the responsibilities of this Agreement;
3. Report to the established location(s);
4. Be responsible for: transporting supplies, setup of the clinic(s), completion of immunization forms and records, and assist with the return of unused vaccine to the County; and
5. Ensure that qualified medical personnel providing services under this Agreement obtain annual training and are current with any required licensure or certification.

COUNTY RESPONSIBILITIES

The County shall:

1. Train qualified medical personnel for extended scope of practice to include proper immunization and testing procedure and technique;
2. Supply the necessary vaccines and testing supplies to the District;
3. Store and distribute vaccines and testing supplies, provide laboratory courier, testing, resulting services, and patient education materials;
4. Provide District with all necessary forms and medical supplies, such as alcohol swabs and syringes;
5. Give technical support;
6. Provide record keeping and reporting of immunizations to the Arizona Department of Health Services; and
7. Be available to answer organizational and medical questions during service delivery windows

Exhibit B (7 pages)

Business Associate Agreement

WHEREAS, Pima County, on behalf of the Pima County Health Department ("Covered Entity"), and the Three Points Fire District ("Business Associate") (each, a "Party," and collectively, the "Parties") wish to enter into a Business Associate Agreement to ensure compliance with the Privacy, Security, Breach Notification, and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a written or oral arrangement or arrangements (the "Underlying Agreement") whereby Business Associate will provide certain services to Covered Entity that require Business Associate to create, receive, maintain, or transmit Protected Health Information ("PHI") on Covered Entity's behalf, and accordingly Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate and Covered Entity wish to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a business associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, the Parties agree to the provisions of this Business Associate Agreement ("Agreement").

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time the inconsistency is discovered shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Agreement shall control.

I. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

A. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity.

B. Business Associate may use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

C. Business Associate may disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or
2. Business Associate obtains reasonable assurances from the third parties to whom the PHI is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

D. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only PHI that is contained in a limited data set (as defined in 45 C.F.R. § 164.514(e)(2)), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of PHI to accomplish the intended purpose of the access, use, or request.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or the Underlying Agreement or as required by state and federal law.

B. Business Associate agrees to use appropriate safeguards and to comply, where applicable, with 45 C.F.R. Part 164, Subpart C with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this Agreement. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in 45 C.F.R. §§ 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with 45 C.F.R. § 164.316, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in 45 C.F.R. §§ 164.308, 164.310, and 164.312; and

2. report to Covered Entity any Security Incident, and any use or disclosure of PHI that is not provided for by this Agreement, of which Business Associate becomes aware without unreasonable delay and in no case later than thirty (30) calendar days after discovery.

C. Business Associate shall require each subcontractor that creates, receives, maintains, or transmits PHI on its behalf to enter into a business associate agreement or equivalent agreement containing the same restrictions on access, use, and disclosure of PHI as those applicable to Business Associate under this Agreement. Furthermore, to the extent that Business Associate provides Electronic PHI to a subcontractor, Business Associate shall require such subcontractor to comply with all applicable provisions of 45 C.F.R. Part 164, Subpart C.

D. Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522 of which Business Associate has been notified by Covered Entity.

E. If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for Covered Entity to respond to an individual's request for access to his or her PHI in accordance with 45 C.F.R. § 164.524. If Business Associate maintains PHI in an electronic designated record set, it agrees to make such PHI available electronically to Covered Entity or, upon Covered Entity's specific request, to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

F. If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for amendment by Covered Entity in accordance with the requirements of 45 C.F.R. § 164.526.

G. Business Associate agrees to document any disclosures of Protected Health Information, and to make PHI available for purposes of accounting of disclosures, as required by 45 C.F.R. § 164.528.

H. If Business Associate is to carry out one or more of Covered Entity's obligations under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

I. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, to enable the Secretary to determine Business Associate's or Covered Entity's compliance with the HIPAA Privacy and Security Rules. Business Associate also shall cooperate with the Secretary and, upon the Secretary's request, pursuant to 45 C.F.R. § 160.310, shall disclose PHI to the Secretary to enable the Secretary to investigate and review Business Associate's or Covered Entity's compliance with the HIPAA Privacy and Security Rules.

J. Unless expressly authorized in the Underlying Agreement, Business Associate shall not:

1. use PHI for marketing or fundraising;
2. use PHI to create a limited data set or to de-identify the information;
3. use PHI to provide data aggregation services relating to the health care operations of Covered Entity; or
4. use or disclose PHI in exchange for remuneration of any kind, whether directly or indirectly, financial or non-financial, other than such remuneration as Business Associate receives from Covered Entity in exchange for Business Associate's provision of the services specified in the Underlying Agreement.

5. Prior express written authorization from Covered Entity is required for Business Associate to access, store, share, maintain, transmit, use, or disclose PHI in any form via any medium with any entity or person, including the Business Associate's employees and subcontractors, beyond the boundaries and jurisdiction of the United States. Authorization may be granted in the sole discretion of Covered Entity and, if granted, will be subject to additional conditions with which Business Associate must agree.

III. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

A. Business Associate agrees to 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.

B. Following the discovery of a Breach of Unsecured PHI ("Breach"), Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than thirty (30) calendar days after discovery of the Breach, and shall assist in Covered Entity's breach analysis process, including risk assessment, if requested. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate. The Breach notification shall be provided to Covered Entity in the manner specified in 45 C.F.R. § 164.410(c) and shall include the information set forth therein to the extent known. If, following the Breach notification, Business Associate learns additional details about the Breach, Business Associate shall notify Covered Entity promptly as such information becomes available. Covered Entity shall determine whether Business Associate or Covered Entity will be responsible for providing notification of any Breach to affected individuals, the media, the Secretary, and/or any other parties required to be notified under the HIPAA Privacy and Security Rules or other applicable law. If Covered Entity determines that Business Associate will be responsible for providing such notification, Business Associate may not carry out notification until Covered Entity approves the proposed notices in writing.

C. Notwithstanding the provisions of Section III.B., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

D. Business Associate shall bear Covered Entity's costs of any Breach and resultant notifications, if applicable, to the extent the Breach arises from Business Associate's negligence, willful misconduct, violation of law, violation of the Underlying Agreement, or violation of this Agreement.

IV. OBLIGATIONS OF COVERED ENTITY

A. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520.

B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes could reasonably be expected to affect Business Associate's permitted or required uses and disclosures.

C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

V. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective as of the first effective date of any Underlying Agreement, and shall terminate upon later of the following events: (i) in accordance with Section V.C., 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 returned to Covered Entity or destroyed (and a certificate of destruction is provided) or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the last of the Underlying Agreement.

B. Termination. Upon either Party's knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party, and the breaching Party shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Underlying Agreement without penalty.

Where either Party has knowledge of a material breach by the other Party and determines that cure is infeasible, prior notice of the breach is not required, and the non-breaching Party shall terminate the portion of the Underlying Agreement affected by the breach without penalty.

C. Effect of Termination.

1. Except as provided in paragraph 2 of this subsection C., upon termination of this Agreement, the Underlying Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors of Business Associate. Neither Business Associate nor its subcontractors shall retain copies of the PHI except as required by law.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide within ten (10) days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate, and

its applicable subcontractors, shall 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 and its applicable subcontractors maintain such Protected Health Information.

VI. MISCELLANEOUS

A. No Rights in Third Parties. Except as expressly stated herein or in the HIPAA Privacy and Security Rules, the Parties to this Agreement do not intend to create any rights in any third parties.

B. Survival. The obligations of Business Associate under Section V.C. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

C. Amendment. The Parties agree that this Agreement will be amended automatically to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for each of them to comply with the current requirements of the HIPAA Privacy and Security Rules and the Health Insurance Portability and Accountability Act, unless a particular statutory or regulatory provision requires that the terms of this Agreement be amended to reflect any such change. In those instances where an amendment to this Agreement is required by law, the Parties shall negotiate in good faith to amend the terms of this Agreement within sixty (60) days of the effective date of the law or final rule requiring the amendment. If, following such period of good faith negotiations, the Parties cannot agree upon an amendment to implement the requirements of said law or final rule, then either Party may terminate this Agreement and the Underlying Agreement upon ten (10) days written notice to the other Party. Except as provided above, this Agreement may be amended or modified only in a writing signed by the Parties.

D. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

E. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. Nothing in this Agreement creates or is intended to create an agency relationship.

F. Governing Law. To the extent this Agreement is not governed exclusively by the HIPAA Privacy and Security Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the state in which Covered Entity has its principal place of business.

G. No Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

H. Interpretation. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy and Security Rules.

I. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

J. Notice. Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

K. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of PHI and the Parties' obligations with respect thereto, the terms of this Agreement shall control.

L. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

EXHIBIT C (1 page)

PERSONNEL RATE SCHEDULE

Supplies and equipment shall be at District's replacement cost.

PERSONNEL #	RANK	OVERTIME RATE/ BENEFITS
9	Captain - Paramedic	56.10
4	Captain - Paramedic	56.10
68	Captain - Paramedic	45.10
98	Firefighter – EMT	30.08
120	Firefighter – EMT	30.08
136	Firefighter – EMT	30.08
7	Firefighter – EMT	30.08
8	Firefighter – EMT	24.01
153	Firefighter – EMT	29.32
56	Firefighter – Paramedic	38.94
81	Firefighter – Paramedic	36.08
37	Firefighter – Paramedic	36.08
52	Firefighter – Paramedic	39.84
20	Firefighter – Paramedic	38.85
70	Firefighter – Paramedic	36.08
139	Administration Manager	35.76
155	Fire Chief - EMT	96.70
175	Res. Firefighter – Paramedic	29.05
176	Res. Firefighter – Paramedic	29.05
177	Res. Firefighter – Paramedic	29.05
178	Res. Firefighter – Paramedic	29.05