RESOLUTION - ACTION REQUESTED 2015-496

MEETING: October 20, 2015

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Community Behavioral Health Center Agreement to Provide Inpatient Services to Mariposa Co Behavioral

2 Agreements

RECOMMENDATION AND JUSTIFICATION:
Approve a Business Associate Agreement and a Professional Services Agreement with Community Behavioral Health Center to Provide Inpatient Psychiatric Services to Mariposa County Behavioral Health in an Amount Not to Exceed $50,000, and Authorize the Board of Supervisors Chair to Sign the Agreements.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such placement. Multiple contracts are necessary because beds are in short supply throughout California. We have successfully contracted with this facility since 2004. Under this contract, Mariposa County Behavioral Health will reimburse Community Behavioral Health Center the daily facility rate of $1,155 per acute day, with an annual amount not to exceed $50,000.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The previous contract was approved by your Board on August 19, 2014 by Resolution No. 2014-431.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, Behavioral Health crisis response workers will have greater difficulty in placing clients who require emergency psychiatric hospitalization. This may negatively impact County residents and other clients who may require emergency psychiatric services.

FINANCIAL IMPACT:
There is no impact to the County General Fund. This contract will continue to be paid within the Behavioral Health budget unit and it does not affect the Mental Health Services Act corrective action plan.

ATTACHMENTS:
Business Associate Agreement 2016 Community Regional Medical Center (PDF)
Community Regional Medical Center PSA 2016 V3 and Exhibit A (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the "Agreement"), entered into and effective as of July 1, 2015, is made by and between the undersigned Business Associate ("BUSINESS ASSOCIATE"), and Fresno Community Hospital and Medical Center, a California nonprofit corporation, dba Community Regional Medical Center ("HOSPITAL"), with reference to the following:

WHEREAS, BUSINESS ASSOCIATE and HOSPITAL have each agreed that the parties must take certain actions to comply with applicable federal and state privacy, security and confidentiality laws;

NOW, THEREFORE, for adequate consideration, the receipt and sufficiency of which are hereby acknowledged by each party, BUSINESS ASSOCIATE and HOSPITAL, intending to be legally bound, mutually agree to the following terms and conditions:

1. **Intent of the Parties.** HOSPITAL wishes to disclose certain information to BUSINESS ASSOCIATE pursuant to the terms of a services agreement previously entered into between the parties ("Master Services Agreement") and also pursuant to this Agreement (sometimes collectively referred to as, this "Agreement"), some of which may constitute Protected Health Information ("PHI") as defined below. Both parties intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to this Agreement in compliance with (a) HIPAA, Public Law 104-191, and the regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations"), (b) the Health Information Technology for Economic and Clinical Health Act, Public Law 111-105 ("the HITECH Act") and (c) other applicable laws including, but not limited to, (i) Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R."); (ii) Confidentiality of Medical Information Act of 1981, California Civil Code Sections 56 et seq. (General Patient Medical Records); (iii) California Welfare & Institutions Code Sections 5328.6 and 5328.7 (Mental Health Records); and (iv) 42 U.S.C. Sections 290dd-2; 42 C.F.R., Part 2, Section 2.31 (Alcohol and Drug Abuse Records), all as the same may be amended from time to time.

2. **Definitions.**
   
   a. **Breach** shall have the same meaning given to such term under 45 C.F.R. Section 164.402.
   
   b. **Business Associate** shall have the meaning given to such term under 45 C.F.R. Section 160.103.
c. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 165.501.

d. **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.

e. **Disclosure** shall have the meaning given to such term under 45 C.F.R. Section 160.103.

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. **HOSPITAL** shall have the same meaning given to “Covered Entity” under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Part 160 and 164, Subparts A and E.

k. **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 any 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 as well as the following patient identifiable information: (1) name; (2) address, including street address, city, county, zip code and equivalent geocodes; (3) names of relatives; (4) names of employers; (5) date of birth; (6) telephone numbers; (7) facsimile numbers; (8) electronic mail address(es); (9) social security number; (10) medical record number; (11) health plan beneficiary number; (12) account number; (13) certificate/license number(s); (14) any vehicle or other device serial number; (15) World Wide Web Universal Resource Number (WURL); (16) Internet Protocol (IP) address number; (17) finger or voice prints; (18) photographic images; and (19) any other unique identifying number, characteristic, or code that may be available to us (and our employees and agents) which could be used, alone or in combination with other information, to identify an individual. Protected Health Information includes Electronic Protected Health Information.
1. **Protected Information** shall mean PHI provided by HOSPITAL to BUSINESS ASSOCIATE or created and received by BUSINESS ASSOCIATE on HOSPITAL's behalf, in each case in connection with the Services.

m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Part 160 and 164, Subparts A and C.

n. **Services** shall mean any services that BUSINESS ASSOCIATE provides to HOSPITAL that involve the exchange of PHI and where BUSINESS ASSOCIATE would meet the definition of "Business Associate" as set forth in paragraph 2.b.

o. **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).

p. **Required by Law** shall have the same meaning given to the term "required by law" under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 164.501.

3. **Security and Confidentiality of PHI.** BUSINESS ASSOCIATE shall maintain the security and confidentiality of PHI as required by applicable laws and regulations, including HIPAA and the HIPAA Regulations. BUSINESS ASSOCIATE shall, relative to the Services, use PHI solely to perform the Services and as permitted by this Agreement and applicable law; provided that in no event shall BUSINESS ASSOCIATE be required to perform any work that would require BUSINESS ASSOCIATE to obtain unauthorized access to any PHI in violation of applicable federal or state laws governing such information.

Without limiting the generality of the foregoing:

a. **Use of PHI.** BUSINESS ASSOCIATE shall not use or further disclose PHI other than as Required by Law, as expressly permitted or required by this Agreement, or otherwise in accordance with the specifications set forth in the Master Services Agreement. 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 HOSPITAL. BUSINESS ASSOCIATE may use PHI for purposes of (i) managing or administering its internal business processes related to its provision of the Services, (ii) carrying out the legal responsibilities of BUSINESS ASSOCIATE, or (iii) for Data Aggregation purposes for the Health Care Operations of HOSPITAL.

b. **Disclosure of PHI.** Except as permitted under this Agreement, BUSINESS ASSOCIATE shall not disclose PHI to any other person or entity other than members of BUSINESS ASSOCIATE's workforce as reasonably necessary to perform the Services. BUSINESS ASSOCIATE shall advise members of its workforce who have access to PHI of BUSINESS ASSOCIATE's
obligations under the terms of this Agreement, including those relating to HIPAA, the HIPAA Regulations, the Privacy Rule, and the HITECH Act. BUSINESS ASSOCIATE shall, consistent with its policies, take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violation of this Agreement. 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 Agreement 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 notify BUSINESS ASSOCIATE of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach.

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 health care item or service to which the PHI solely relates, in accordance with 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 HOSPITAL and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by HOSPITAL to BUSINESS ASSOCIATE for services provided pursuant to the Master Services Agreement.

d. **Safeguards.** BUSINESS ASSOCIATE shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. BUSINESS ASSOCIATE shall maintain written information security policies, procedures and/or work instructions that include administrative, technical and physical safeguards appropriate to the size and complexity of the BUSINESS ASSOCIATE’s operations and the nature and scope of its activities. Such safeguards shall 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. 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.

e. **Reporting of Improper Access, Use or Disclosures.** BUSINESS ASSOCIATE shall report to HOSPITAL in writing any Breach of Protected Information that is Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery. BUSINESS ASSOCIATE shall maintain a record of all disclosures of PHI made otherwise than for the purposes of this Agreement,
including the related name, date of the disclosure, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. BUSINESS ASSOCIATE shall make such record available to HOSPITAL upon request.

f. Subcontractors. BUSINESS ASSOCIATE shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by BUSINESS ASSOCIATE on behalf of) HOSPITAL agree to the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to such PHI in this Agreement and implement the safeguards required by paragraph o, below, with respect to Electronic PHI. 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 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. Disclosure to U.S. Department of Health and Human Services. BUSINESS ASSOCIATE shall make its internal practices, books, and records relating to the use and disclosure of PHI received from HOSPITAL (or created, received, and/or transferred by BUSINESS ASSOCIATE on behalf of HOSPITAL) available to the Secretary upon request, for purposes of determining HOSPITAL’S compliance with HIPAA and the HIPAA Regulations. BUSINESS ASSOCIATE shall provide to HOSPITAL a copy of any Protected Information that BUSINESS ASSOCIATE provides to the Secretary concurrently with providing such Protected Information to the Secretary.

h. Availability of Information to HOSPITAL. BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to HOSPITAL for inspection an copy within ten (10) days of a request by HOSPITAL to enable HOSPITAL to fulfill its obligations under Privacy Rule, including, but not limited to, 45 C.F.R. Sections 164.524 and 164.528. If BUSINESS ASSOCIATE maintains Electronic Health Record, BUSINESS ASSOCIATE shall provide such information in electronic format to enable HOSPITAL to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c).

i. Amendment to PHI. Within ten (10) days of receipt of a request from HOSPITAL 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 HOSPITAL’s PHI available to HOSPITAL, as HOSPITAL may require, to fulfill HOSPITAL’s obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including but not limited to 45 C.F.R. Section 164.526 and BUSINESS ASSOCIATE shall, as directed by HOSPITAL, incorporate any amendments to HOSPITAL’s PHI into copies of such PHI maintained by
BUSINESS ASSOCIATE. If any individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify HOSPITAL 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 HOSPITAL.

j. **Accounting Rights.** Within ten (10) days of notice by HOSPITAL of a request of an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents or subcontractors shall make available to HOSPITAL the information required to provide an accounting of disclosures to enable HOSPITAL 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 1935(c), as determined by HOSPITAL. 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 for 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 the request forward it to HOSPITAL in writing. It shall be HOSPITAL’s responsibility to prepare and deliver any such accounting requested. BUSINESS ASSOCIATE shall not disclose any Protected Information except as set forth in Sections 3.b. of this Agreement. The provisions of this subparagraph j shall survive the termination of this Agreement.

k. **Minimum Necessary.** BUSINESS ASSOCIATE (and its agents or subcontractors) shall request, use and disclose a “limited data set” unless a greater amount of PHI is the minimum necessary to accomplish the purposes of the use, disclosure or request. BUSINESS ASSOCIATE understands 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. **Breach Pattern or Practice by BUSINESS ASSOCIATE.** Pursuant to 42 U.S.C. Section 17934(b), if the HOSPITAL knows of a pattern of activity or practice of the BUSINESS ASSOCIATE that constitutes a material breach or violation of the BUSINESS ASSOCIATE’s obligations under the Master Services Agreement or Agreement or other arrangement, the HOSPITAL must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the HOSPITAL must terminate the Master Services Agreement or any other arrangement if feasible. HOSPITAL shall provide written notice to BUSINESS ASSOCIATE of any pattern of activity or practice of the BUSINESS ASSOCIATE that HOSPITAL believes constitutes a material breach or violation of BUSINESS ASSOCIATE’s obligations under the Master Services Agreement within five (5) days of discovery and shall meet with BUSINESS ASSOCIATE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

n. **Reserved.**

o. **HIPAA Security Standards for the Protection of Electronic Protected Health Information (the “HIPAA Security Rule”).**

   (1) **Definitions.** The parties agree that any capitalized terms shall have the same definition as given to them under HIPAA and the HIPAA Regulations.

   (2) **Security Safeguards.** BUSINESS ASSOCIATE shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Protected Information that is electronic PHI that BUSINESS ASSOCIATE creates, receives, maintains, or transmits on behalf of HOSPITAL as required by the HIPAA Security Rule.

   (3) **Reporting.** BUSINESS ASSOCIATE shall report within five (5) days, in writing, to the Privacy Officer of HOSPITAL any security incident of which the BUSINESS ASSOCIATE becomes aware.

   (4) **Agents and Subcontractors.** BUSINESS ASSOCIATE shall insure that any of its agents or subcontractors to whom BUSINESS ASSOCIATE provides PHI shall implement reasonable and appropriate safeguards to protect the PHI. BUSINESS ASSOCIATE shall also ensure that each such agent or subcontractor agrees in writing to be bound by the same terms and conditions that apply to BUSINESS ASSOCIATE with respect to PHI. In addition,
BUSINESS ASSOCIATE agrees that it shall not disclose any PHI to an agent or subcontractor located outside of the United States without the prior express written consent of HOSPITAL.

(5) **Encryption.** Electronic Protected Health Information transmitted or otherwise transferred between HOSPITAL and BUSINESS ASSOCIATE must be encrypted by a process that renders the Electronic Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of HITECH §13402 and any implementing guidance, including but not limited to 42 C.F.R. 164.402.

4. **Notification and Report of Unauthorized Disclosures.** BUSINESS ASSOCIATE shall notify HOSPITAL within five (5) days of any breach of security, intrusion or unauthorized disclosure of PHI and/or any disclosure of data in violation of any applicable federal or state laws or regulations. BUSINESS ASSOCIATE shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

5. **Procedure Upon Termination.** Within sixty (60) days of termination of this Agreement which term shall run concurrently with the Master Services Agreement, BUSINESS ASSOCIATE shall return or destroy all PHI received from, or created or received by BUSINESS ASSOCIATE or its agents or subcontractors on behalf of HOSPITAL that BUSINESS ASSOCIATE or its agents or subcontractors still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the provisions of this Section to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. If HOSPITAL elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to HOSPITAL that such PHI has been destroyed. This paragraph shall survive termination of the Master Services Agreement.

a. **Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by HOSPITAL, shall constitute a material breach of the Master Services Agreement and shall provide grounds for immediate termination of the Master Services Agreement, any provision in the Master Services Agreement to the contrary notwithstanding.

b. **Judicial or Administrative Proceeding.** HOSPITAL may terminate the Master Services Agreement, effective immediately, if (i) BUSINESS ASSOCIATE is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, or the HIPAA Regulations or any 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, or the HIPAA Regulations or any other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
6. **Disclaimer.** HOSPITAL makes no warranty or representation that compliance by BUSINESS ASSOCIATE with this Agreement, 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.

7. **Reserved.**

8. **Amendment.**

a. **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 Master Services Agreement or Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such actions 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 HOSPITAL 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 Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. HOSPITAL may terminate the Master Services Agreement upon thirty (30) days written notice in the event (i) BUSINESS ASSOCIATE does not promptly enter into negotiations to amend the Master Services Agreement when requested by HOSPITAL pursuant to this Section or (ii) BUSINESS ASSOCIATE does not enter into an amendment to the Master Services Agreement providing assurances regarding the safeguarding of PHI that HOSPITAL, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

9. **Assistance in Litigation or Administrative Proceedings.** Each party (the “Assisting Party”) shall make itself, and any subcontractors, employees or agents assisting it in the performance of its obligations under the Contract or Agreement, available to the other party, at no cost to other party, to testify as witness, or otherwise, in the event of litigation or administrative proceedings being commenced against the other party, 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 the Assisting Party or its subcontractor, employee or agent is a named adverse party.

10. **Indemnification.** Each party (the “Indemnifying Party”) agrees to indemnify, defend and hold harmless the other party’s (the “Indemnified Party”) employees, directors, officers, subcontractors, agents or other members of its workforce from and against any claim, cause of action, liability, damage, cost or expense, including without limitation attorneys’ fees and
court or proceeding costs, consultants' fees, costs of delivering notice to individuals, cost of any notice published in the media, cost of services offered to affected individuals, and cost of responding to any audit triggered by arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by the Indemnifying Party or any subcontractor, agent, person or entity under the Indemnifying Party's control.

11. **No Third-Party Beneficiaries.** Nothing express or implied in the Master Services Agreement or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than HOSPITAL, BUSINESS ASSOCIATE and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

12. **Applicability: Conflicts.** Except as specifically required to implement the purposes of this Agreement or to the extent inconsistent with this Agreement, all terms of the Master Services Agreement shall remain in force and effect. In the event of a conflict between a provision of this Agreement and a provision of the Master Services Agreement, the provisions of this Agreement shall govern and control.

13. **Interpretation.** The provisions of this Agreement shall prevail over any provisions in the Master Services Agreement that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Master Services 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 Agreement shall be resolved in favor of a meaning that complies and that is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**BUSINESS ASSOCIATE:**

County of Mariposa

By: [Signature]

Its Authorized Agent

**APPROVED AS TO FORM:**

[Signature]

STEVEN W. DAHLEM
COUNTY COUNSEL

**HOSPITAL:**

Fresno Community Hospital and Medical Center, a California nonprofit corporation
dba Community Regional Medical Center

By: [Signature]

Its Authorized Agent

As of 7-2-13 (Revised 9-11-14)