

## Jackson County Parks & Recreation - 2014

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### Contract

This Contract entered into this 1<sup>st</sup> day of January, 2014, by and between Jackson County, in behalf of Jackson County Parks and Recreation's Special Population Services, hereinafter referred to as "Provider", and Developmental Disability Services of Jackson County – Eitas, hereinafter referred to as "Eitas".

1. **Contract**

Eitas agrees to contract with Provider to fund specific services as described in the Provider's Proposal dated August 30, 2013 and approved by the Eitas Board of Directors on December 3, 2013.

Eitas has agreed to fund up to \$234,200 for these services.

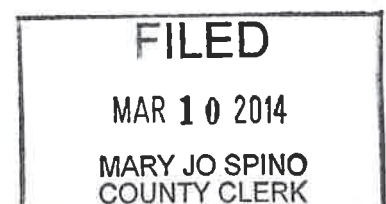
2. **Term**

The term of this Contract shall be one year from January 1, 2014 to December 31, 2014.

3. **Client List**

The Provider shall provide to Eitas a list of all clients served in its program (those with a developmental disability and those without) for the prior six months and for each and every client as much of the following available information will be provided:

- (a) Date of birth;
- (b) Address, Provider and Zip Code;
- (c) Disability of each client;
- (d) Name of Sheltered Workshop in which client is employed or is supervised by;
- (e) Name and type of Residence facility in which client resides or is supervised by;
- (f) Percentage of clients in program who are residents of Jackson County, Missouri, who have developmental disabilities



pursuant to 205.968 R.S.Mo. et seq., and who are served by a Sheltered Workshop or Residential facility program.

At least two-thirds (2/3) of all clients participating in this program must "Eligible Persons" and meets Eitas' eligibility requirements as follows:

The term "Eligible Persons" for purposes of this Contract includes any person who is a resident of Jackson County, Missouri and has a primary diagnosis of a developmental disability.

For purposes of the preceding sentence, a developmental disability means either or both of:

(i) A disability which is attributable to an intellectual disability, cerebral palsy, autism, epilepsy, a learning disability related to a brain dysfunction or a similar condition found by comprehensive evaluation to be closely related to such conditions or require habilitation similar to that required for a person with an intellectual disability which originated before age 22 and which can be expected to continue indefinitely; and

(ii) A developmental disability as defined from time to time in Section 630.005 of the Statutes.

Persons with a primary diagnosis of a mental illness shall not be deemed eligible for Eitas funding.

Determination of who is a resident of Jackson County, Missouri shall, in situations in which there is doubt, and for all purposes of this Contract, be made by Eitas.

Both Provider and Eitas shall adhere to confidentiality standards and HIPAA regulations, pursuant to those governing the disclosure of client information as outlined by the Kansas City Regional Office concerning the release of specific client information.

#### **4. Accountability**

(a) As part of its funding contingencies, Eitas requires Provider to implement an agency wide Outcomes Measurement System for Eligible Persons served based upon the Missouri Quality Outcomes.

The Provider shall work cooperatively with Eitas Support Services staff in the development, review, evaluation and reporting of these Outcomes.

Provider shall afford access to designated Eitas staff the premises where person are served, indentified individuals, pertinent records and to the guardian or parent where indicated pursuant to the development, review, evaluation and reporting on successful implementation of the Outcomes Measurement System.

In addition, Provider is to ensure that all staff are trained in the Missouri Quality Outcomes and their significance in working with individuals in the workplace.

(b) In the event that Eitas representatives become aware of problems, or observe situations that are detrimental to Eitas funded persons, Eitas will provide a written report to Provider detailing the issues.

A written response including an action plan and persons responsible for resolution shall be presented to Eitas within an agreed upon timeframe. Failure to address problems and issues brought to the attention of Provider may result in withholding or suspension of Eitas funding.

(c) Provider will comply with all local, state, and federal law. Provider will not discriminate against any Eligible Person on the basis of age, sex, religion, race or ethnicity, disability, sexual orientation, or financial status.

Provider shall maintain in effect an affirmative action policy, a sexual harassment policy, and a drugs and alcohol policy that are acceptable to Eitas and, in the case of the drugs and alcohol policy, satisfies all applicable standards for such policies applicable to drivers established by any transit authority with jurisdiction over Provider.

Provider will not use or permit the use of Eitas owned facilities for religious purposes.

**5. Contract Billing and Payment**

(a) The Provider shall, within 15 days following the end of each month during the Term, deliver to Eitas an invoice for compensation due under this Contract for the preceding month.

Each invoice shall provide information about the Services provided under this Contract for the preceding month that is sufficient for Eitas to confirm the amount of compensation owed by Eitas to Provider each such month, and each such invoice shall be signed by appropriate official of Provider and shall be certified by Provider to Eitas as being true and correct.

(b) The Provider shall on the monthly invoice list the name, title, and responsibilities of each employee, the dates so employed, and the amounts paid to said employees.

The Provider also further agrees to submit to Eitas with its quarterly reports, an activity report which document the number of events/programs provided the total number of individuals attending each event/program, and the number of developmentally disabled residents of Jackson County attending each event/program under the Provider program.

**6. Eitas Policies**

The Provider shall abide by the philosophy and written policies adopted by Eitas that pertain to related services. Eitas shall provide to the Provider a copy of all such policies and at all times as Eitas adopts new written policies. Any proposed policy shall be mailed to the Provider in advance of Eitas meeting at which any new policies will be considered for adoption by Eitas.

**7. Religious Use**

Provider agrees that it will not directly or indirectly use any Eitas owned facility for religious purposes, nor will Provider use any funds from Eitas either directly or indirectly for religious purposes.

**8. Sexual Harassment Policy**

Provider shall have in place a sexual harassment policy and submit a copy of the same to Eitas. Such policy shall include verified on-going

training for all personnel relating to sexual harassment and adequate procedural safeguards to report a complaint by either staff or clients.

9. **Health Insurance Portability and Accountability Policy**

Provider, if required by law, shall comply with all requirements of the Health Insurance Portability and Accountability Act hereinafter referred to as "HIPAA", as well as any and all federal rules and regulations pertaining to "HIPAA", as well as any and all federal rules and regulations pertaining to "HIPAA".

The parties further agree to timely enter into additional agreements or contracts as required by law to implement the requirements of "HIPAA". Provider shall submit to Eitas a copy of its policies regarding the same within thirty (30) days of the date any such policies are required by "HIPAA" law regulations.

10. **Invoices**

(a) Invoices for services rendered received 45 days or more after the month of service shall not be honored for payment unless approved by Eitas. All bills for services for calendar year 2013 must be submitted to Eitas by January 15, 2014.

(b) Eitas reserves the right to audit all invoices and to reject any invoice for good cause, including but not limited to the following reasons:

(i) The original invoice is not signed by the appropriate official of the Provider.

(ii) The units invoiced for an authorized client or service are in excess of the amount provided in the Budget.

(iii) The invoice includes services or costs not authorized by Eitas.

(iv) The amounts invoiced for an authorized cost or services are in excess of the known amounts provided.

(v) The price for a cost or service differs from the agreed upon price.

(c) Eitas retains the right to deduct from an invoice of the Provider any overpayment made by Eitas on a prior invoice

(d) Eitas retains the right to make invoice corrections/changes with appropriate notification to the Provider

(e) An invoice system must be developed which will enable Eitas to track and account for its dollars through a reporting process, which will be provided to Provider by Eitas.

Such reporting procedures will be jointly reviewed by the parties prior to utilization. The reporting system shall be basically the same as that required of other agencies funded by Eitas and consistent with Eitas' financial systems management policies set forth in the Policy and Procedures manual and the Funding Application packet.

(f) Eitas will pay the Provider for all services provided based on actual costs to the Provider that shall be documented to Eitas by appropriate documentation.

Unless, otherwise provided, Eitas shall not pay the Provider a monthly pro-rated amount based on the yearly contract.

## 11. **Notices**

Provider shall give to Eitas' Executive Director written notice of:

- (i) The death of an Eligible Person;
- (ii) A serious accident involving an Eligible Person;
- (iii) A life threatening illness of an Eligible Person;
- (iv) The making of any formal allegations of mistreatment of an Eligible Person;
- (v) Notice of any investigation including but not limited to misuse of funds of an Eligible Person;
- (vi) Abuse, neglect, death or other investigation initiated by any accreditation or regulatory or other investigatory body with similar status, in each case within

24-hours after the Provider becomes aware of the occurrence of such event.

In addition, Provider shall furnish Eitas' Executive Director copies of:

(i) Any and all reports issued by an investigatory agency promptly but to not exceed five work days of receipt concerning their respective findings;

(ii) Any corrective action plan or quality improvement plan or recommendations issued to Provider as a result of an investigation; and

(iii) Any other Provider response to an investigation.

(iv) Provider also agrees to keep Eitas' Executive Director informed as to the course of any investigation and take active steps to secure any documents and/or reports related an investigation.

(v) Provider shall notify Eitas' Executive Director within 24-hours of the occurrence of any event that impacts or might impact adversely on Provider's ability to comply fully with the terms and conditions of this Contract.

## **12. Laws to Govern**

The Provider shall comply with all local, state and federal laws and regulations including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, if the Provider is a recipient of federal financial assistance.

Eitas makes no commitment as to funding the requirements of any local, state or federal law or regulations.

## **13. Work Product**

The Provider agrees and understands that all work products developed as a result of the Provider's services under this Contract are to be used solely for the purposes of this contract. If the Provider wishes to use

any work product developed under this Contract for any other purpose it must have the prior written consent of Eitas to do so.

14. **Sunshine Law**

The parties agree that the Provider is a "Governmental Body" pursuant to the Sunshine Law of the State of Missouri, Section 610.010 et seq. R.S. Mo.

15. **Inspections**

The Provider agrees to allow Eitas or its designated agent to monitor the Providers programs at any reasonable time.

16. **Audit**

Provider shall furnish annually, on or before ninety (90) days after its fiscal year, its certified audit and the audit must contain a management letter.

17. **Termination**

(a) This Contract may be terminated by either party by giving 30 days prior written notice to the other party of such termination

(b) This contract may be terminated by Eitas if in the sole judgment of Eitas, the funding available to Eitas during the Term is significantly less than had been anticipated by Eitas at the time the Contract was made and the reduction in funding causes continued performance under the Contract by Eitas to be fiscally imprudent.

18. **Documents**

The Provider shall provide any and all documents required by this Contract by mail, or by delivery to Eitas or by e-mail to [jjacobs@eitas.org](mailto:jjacobs@eitas.org) or its successor.

19. **Modifications**

This agreement constitutes the complete understanding of the parties hereto with respect to the subject matter and may be modified or amended only by written instrument executed by the parties.



IN WITNESS WHEREOF, the parties set their hands this 5<sup>th</sup>  
day of March, 20 14.

**JACKSON COUNTY, MISSOURI**

Approved as to Form:

By:   
County Counselor

By:   
Mike Sanders, County Executive

**DEVELOPMENTAL DISABILITY SERVICES OF JACKSON COUNTY -  
EITAS**

By:   
Jake Jacobs, Executive Director

**LEGISLATURE**

By:   
Mary Jo Spino, Clerk of Legislature

*Jackson County Parks & Rec - 2014***BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into between Developmental Disability Services of Jackson County-eitas, a Covered Entity as defined by HIPAA, hereinafter referred to as "Agency," and Jackson County Parks & Rec hereinafter referred to as "Business Associate."

**RECITALS.**

Background and Purpose: The Agency and Business Associate are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5), (collectively referred to hereinafter as "HIPAA") and all regulations promulgated pursuant to authority granted therein. Contractor is a "Business Associate" of the Agency as defined in 45 CFR 160.103. This Agreement shall govern Business Associate's receipt, use, maintenance, transmittal and creation of Protected Health Information on behalf of Agency.

**A. Definitions**

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), and all regulations promulgated pursuant to authority granted therein.

1. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "protected health information", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
2. Breach means the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted under Part 164, Subpart E of the HIPAA Rules that compromises the security or privacy of such information, except as provided in 42 USC 17921. This definition shall not apply to the term breach of contract as used in this Agreement.
3. Business Associate is defined in 45 CFR 160.103 and for purposes of this agreement mean the contractor with whom Agency has an underlying contract for goods or services.
4. Covered Entity, as defined in 45 CFR 160.103, and/or Agency means Developmental Disability Services of Jackson County-eitas for purposes of this Agreement.
5. Electronic Protected Health Information or ePHI shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103 of the Security Rule to the extent such information is transmitted in Electronic Media or maintained in Electronic Media by Business Associate from or on behalf of Agency.
6. Enforcement Rule means the rules codified at 45 CFR Part 160, Subparts C, D, and E.
7. HIPAA Rules means the collective privacy, security, breach notification and enforcement rules and regulations found at 45 CFR Parts 160 and 164.
8. Individual means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with the HIPAA Rules and HITECH Standards.
9. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Information at 45 CFR Part 160 and Subparts A and E of Part 164.
10. Protected Health Information (PHI) means certain individually identifiable health information as defined in 45 CFR § 160.103:
  - a. Except as provided in paragraph 2 of this definition that is transmitted by electronic media; or maintained in electronic media or transmitted or maintained in any other form or medium.
  - b. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended; and employment records held by a covered entity in its role as employer.
11. Security Incident shall be defined as set forth in the "Obligations of the Business Associate" section of this Agreement.

12. Security Rule shall mean the Security Standards at 45 CFR Part 160 and Part 164 as amended from time to time.
13. Unsecured Protected Health Information or Unsecured PHI means PHI that is not secured through the use of a technology or methodology specified in the Secretary of the Department of Health and Human Services' guidance.

## **B. Obligations of Business Associate**

1. *Safeguards.* Business Associate shall appropriately safeguard PHI that it receives, creates, maintains, uses or transmits on behalf of the Agency. Business Associate shall comply with the terms of this Agreement as well as the requirements of HIPAA as amended and all regulations promulgated thereunder. Any ambiguities in this Agreement shall be interpreted to allow compliance with HIPAA.
2. *Limit Use and Disclosures.* Business Associate agrees not to use or disclose PHI except as permitted or required by this Agreement or as required by law. Business Associate may disclose PHI (a) for Business Associate's proper management and administration, and (b) to carry out the legal responsibilities of Business Associate under this Agreement, assuming either of the following are satisfied: (i) the disclosure is required by law or (ii) Business Associate obtains reasonable assurances from the person to whom Business Associate further discloses the PHI in accordance with the requirements of Paragraph 9 herein.
3. *Use Minimum Necessary.* Business Associate shall comply with the minimum necessary disclosure requirements set forth in 45 CFR 164.502(b).
4. *Use Safeguards.* Business Associate agrees to use reasonable safeguards to prevent use or disclosure of PHI and ePHI other than as allowed by this Agreement or as otherwise required or allowed by law. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and ePHI that Business Associate creates, receives, maintains, or transmits on behalf of Agency. Such safeguards shall include:
  - a. Workforce training on the appropriate and allowable uses and disclosures of PHI pursuant to the terms of this Agreement;
  - b. Policies and procedures implemented by the Business Associate to prevent inappropriate and unauthorized uses and disclosures of PHI by its workforce and subcontractors;
  - c. Encryption of any transmission of electronic communication containing PHI or any portable device used to access or maintain PHI, or an equivalent safeguard;
  - d. Compliance with the security standards set forth in Subpart C of 45 CFR Part 164; and
  - e. Any other safeguards necessary to prevent the inappropriate or unauthorized use or disclosure of PHI.
5. *Report Inappropriate Uses or Disclosures of PHI.* If Business Associate becomes aware of any use or disclosure of PHI not permitted by this Agreement or by law, Business Associate agrees to report such violation to Agency immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. Within five days of becoming aware of such incident, Business Associate shall provide Agency with a description of any remedial action taken to mitigate any harmful effect of such and a proposed written plan of action for approval that describes plans for prevention of any such future incident.
6. *Report Security Incidents.* If Business Associate becomes aware of a Security Incident, Business Associate agrees to report such incident to Agency immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. Security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with systems operations. Within five days of becoming aware of such incident, Business Associate shall provide Agency with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for prevention of any such future security incidents.
7. *Report Breaches of Unsecured PHI.* In the event that Business Associate discovers a Breach of Unsecured PHI, Business Associate agrees to immediately notify Agency upon becoming aware of such breach and shall take immediate action to stop the continuation of any such incident. Within five days of becoming aware of the incident, Business Associate shall provide Agency with the following:
  - a. The name, address, and telephone number of each individual whose information was involved;
  - b. The electronic address of any individual whose information was involved if the individual has specified a preference of contact by electronic mail;
  - c. A brief description of what happened; the date of the Breach and the date of the discovery of the Breach;

- d. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security Number, date of birth, home address, Medicaid number, diagnosis, or types of information that were involved);
  - e. Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;
  - f. Any remedial action being taken to mitigate any harmful effect; and
  - g. A proposed plan for approval for prevention of any such future incidents.
8. *Make Information Available for Accounting of Disclosures.* Business Associate agrees to maintain records of each disclosure containing at a minimum, the date of the disclosure, the name of the entity or person who received the PHI and, if known, the address of such entity or person, a brief description of the PHI disclosed, and a brief statement of the purpose of the disclosure. Upon request and as directed by Agency, Business Associate shall provide to Agency or to the individual to whom the PHI relates an accounting of all such disclosures in accordance with 45 CFR 164.528. Such information shall be provided in the time and manner designated by the Agency. To the extent required by Business Associate under Section 13405(c) of the HITECH Act, if Agency uses or maintains Electronic Health Records (EHR), Business Associate will include in the accounting disclosures made for treatment, payment, or health care operations purposes through the EHR. Business Associate agrees to make available to the Individual the information described above if properly requested by the Individual.
  9. *Require Compliance of Subcontractors and Agents.* In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall ensure that any agents, including any subcontractor, of Business Associate to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of Agency agree to the same restrictions, requirements and conditions that apply to the Business Associate with respect to such information.
  10. *Incorporate Amendments.* Business Associate agrees to make any amendments to PHI in a designated record set that Agency directs or agrees to pursuant to 45 CFR 164.526 at the request of Agency or an Individual, and in the time and manner designated by Agency.
  11. *Provide Access.* Business Associate agrees to provide access, at the request of Agency, and in the manner and time designated by Agency, to PHI in a designated record set, to Agency or as directed by Agency, to an Individual in order to meet the requirements under 45 CFR 164.524. If Business Associate maintains an EHR, Business Associate shall provide such information in electronic format to enable Agency to fulfill its obligations under Section 13405(e) of the HITECH Act.
  12. *Restrict Disclosure of PHI.* Upon written request by Agency on behalf of an Individual, Business Associate agrees to consider restrictions on the use or disclosure of PHI agreed to by Agency. Business Associate will grant requests to limit disclosures to health plans for payment or health care operations purposes when the provider has been paid out of pocket in full for services or products as provided in Section 13405(a) of the HITECH Act.
  13. *Notification of Material Breach of Contract.* If Business Associate becomes aware of a pattern of activity or practice of the Agency that constitutes a material breach of contract regarding the Agency's obligations under this Agreement, Business Associate shall notify Agency of the activity or practice that constitutes a material breach or violation of HIPAA.
  14. *Record Retention.* To meet the requirements of HIPAA and the regulations promulgated thereunder, Business Associate shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six years as specified in 45 CFR Part 164.
  15. *Audit and Inspections.* Unless otherwise protected or prohibited from disclosure by law, Business Associate shall make the internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Agency available to the Agency and/or to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the Agency's and/or Business Associate's compliance with its legal obligations with the HIPAA Rules and the Agreement.
  16. *Remuneration in Exchange for PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid Authorization.
  17. *Indemnification.* Business Associate shall indemnify the Agency from any liability resulting from any violation of the Privacy Rule, Security Rule, or Breach, arising from the conduct or omission of the Business Associate or its workforce members, agents, or subcontractors. The Business Associate shall reimburse the Agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the HITECH Act, and including any reasonable attorney's fees, which may be imposed upon the Agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the Business Associate's negligent or wrongful actions or inactions or violations of this Agreement, or those of its workforce members, agents and/or subcontractors.

Notwithstanding the language set forth in this paragraph, the parties recognize that certain Business Associates and/or contractors may be entities that are sovereign political subdivisions of the State of Missouri – including but not limited to a department, board or other governmental unit of a city, county, township, etc. In that instance, the Business Associate or contractor, by entering into this agreement, is not thereby waiving or limiting the rights or defenses it may have with respect to sovereign or governmental immunity, official immunity or any other legal protections applicable under federal or state law, which are afforded to that Business Associate or contractor and its employees by virtue of the entity's status as a political subdivision of the State of Missouri

### C. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

1. *Purpose.* Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information received by it in its capacity as a Business Associate to perform functions, activities or services for or on behalf of Agency to perform its obligations under this Agreement and the Underlying Contract provided that such use of disclosure would not violate HIPAA and the regulations promulgated thereunder. Business Associate may disclose PHI for the purposes authorized by this Agreement to its employees, subcontractors, agent, and third parties in accordance with this Agreement. All other uses not authorized by this Agreement are prohibited.
2. *Use of PHI for Administration and Legal Responsibilities.* Subject to the terms of this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities.
3. *Disclosure of PHI for Administration and Legal Responsibilities.* Business Associate may disclose PHI to third parties for the proper management and administration of Business Associate and to carry out its legal responsibilities.
4. *Data Aggregation Services.* Business Associate may use PHI to provide data aggregation services to Agency as permitted by 45 CFR 164.504(e)(2)(i)(B) upon written permission of Agency to do so.
5. *De-Identification.* Business Associate may use PHI to create de-identified information consistent with the standards set forth at 45 CFR 164.514 upon written permission of Agency to do so.
6. *Sales or Marketing.* Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with proper authorization or as otherwise permitted by the HITECH Act Section 13405(d). However, this prohibition shall not affect payment by Agency to Business Associate for services provided pursuant to the Underlying Contract.
7. *Minimum Necessary.* Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Agency's minimum necessary policies and procedures.

### D. OBLIGATIONS OF COVERED ENTITY

1. *Permissible Use or Disclosure.* Agency shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules or HITECH Standards if done by Agency or that is not otherwise expressly permitted under this Agreement.
2. *Revocations.* Agency shall notify Business Associate of any changes in, or revocation of, authorization by an individual to use or disclose PHI.
3. *Restrictions.* Agency shall notify Business Associate of any restriction to the use or disclosure of PHI that the agency has agreed to in accordance with 45 CFR 164.522.

### E. TERM AND TERMINATION

1. *Term.* The term of this Agreement is effective as of the Effective Date and shall continue unless or until the Agreement is terminated in accordance with the termination provisions of the Agreement.
2. *Termination.* Agency may terminate this Agreement if it determines that Business Associate has violated a material term of this Agreement. Agency shall report a breach to the Secretary of the U.S. Department of Health and Human Services.
3. *Effect of Termination.*
  - 1) Upon termination of this Agreement, for any reason, at the discretion of the Agency, Business Associate shall return to Agency or destroy all PHI received from Agency, or created or received by Business Associate on

behalf of Agency. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

- 2) Upon determination by the Agency that return or destruction of PHI is not feasible, Business Associate 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 maintains such PHI. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Business Associate must notify the Agency and obtain instructions for either the return or destruction of the PHI.

#### **F. MISCELLANEOUS**

1. *Applicable Law.* This Agreement shall be interpreted in accordance with laws of the State of Missouri.
2. *References.* A reference in this Agreement to a section in the HIPAA Rules or HITECH Standards means the section in effect or as amended, and for which compliance is required.
3. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the HIPAA Rules and HITECH Standards.
4. *Amendment.* Agency and Business Associate agree to amend this Agreement from time to time as may be necessary for Agency to comply with the requirements in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI that may be promulgated and affect the provisions of this Agreement.
5. *Survival.* The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and the Underlying Contract.
6. *Third Party Beneficiary.* There are no intended third party beneficiaries to this Agreement. It is the parties' intent that nothing contained herein shall give rise to any right or cause of action in or on behalf of the individuals whose PHI or ePHI is used or disclosed pursuant to this Agreement.

This Agreement is entered into by the Agency and Business Associate on the day above first written.

In Witness Whereof, the parties have executed this Agreement with an effective date of January 1, 2014.

Agency/Covered Entity:

Name: **Developmental Disability Services of Jackson County - eitas**

By:   
Print Name & Title: Jake Jacobs, Executive Director

Date: 2-24-14

Business Associate:

Name: **Jackson County Parks & Rec**

By:   
*Authorized Agent*  
Print Name & Title: Michael D. Sanders, County Executive

Date: 3-10-14