

ATTACHMENT F

BUSINESS ASSOCIATE AGREEMENT
Department of Health and Human Services

HIPPA
✓ County Contract

Washington County ("Covered Component") and Contractor ("Business Associate") have entered into one or more agreements ("Services Agreement") pursuant to which Business Associate is providing services to Covered Component that require the disclosure and use of Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This agreement ("Agreement") sets forth the terms and conditions pursuant to which PHI that is provided by, or created, transmitted, maintained or received by, the Business Associate from or on behalf of Covered Component, will be handled between Business Associate and Covered Component and with third parties during the term of each Services Agreement and after its termination.

ARTICLE 1. Terms

- 1.1 Terms used, but otherwise not defined, in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160, 162 and 164 (HIPAA Regulations), and as amended.
- 1.2 Individual. "Individual" shall mean the person who is the subject of the PHI.
- 1.3 Protected Health Information (PHI), as defined in the Privacy Rule, shall mean any PHI received, used, created, transmitted, maintained or disclosed by Business Associate from or on behalf of Covered Component or to provide a service to the Covered Component.
- 1.4 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

ARTICLE 2. Obligations and Activities of Business Associate

Business Associate shall:

- 2.1 Not create, receive, maintain, use or disclose PHI other than as permitted or required by this Agreement or as provided by law. Business Associate shall create, transmit, receive, maintain, use or disclose only the minimum necessary PHI to fulfill its obligations to Covered Component or as otherwise imposed by law.
- 2.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Rules) with respect to electronic protected health information, to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- 2.3 Mitigate, to the extent practicable and without unreasonable delay, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate, its subcontractors or agents in violation of this Agreement or HIPAA regulations.

conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

16. When Work is Performed on District Property, Contractor shall comply with the following:

- a. Identification. Contractors performing work on District property or for the District shall be in full uniform at all times. Uniforms shall include shirt with company identification attached. In addition, all such persons shall carry photo identification and will present such to anyone on request. If such identification cannot be produced by Contractor, or is not acceptable to the District, the District may provide at its sole discretion, such identification tags to Contractor. Contractor shall bear the entire cost of producing and assigning such identification.

Contractors that do not have specific uniforms for employees shall provide identification tags as described above, and/or any other mechanism, that the District in its sole discretion determines is required to easily identify Contractors.

- b. No Smoking. Smoking or other use of tobacco is prohibited on District property.
- c. No Drugs. District property sites and schools served by the District are drug-free zones.
- d. No Weapons or Firearms. Except as provided by Oregon statutes and District policy, weapons and firearms are prohibited on District property.
- e. Safety. Prior to instituting work on District property, Contractor, its subcontractors, and suppliers shall review the safety and security policies issued by the District's Risk Management Department and shall comply with those policies while on District property.

- f. Confidentiality.

FERPA - Virginia Garcia Contract

- (i) Generally. No reports, information, and/or data given to or prepared or assembled by the Parties under this Agreement shall be made accessible to any individual or organization by either party without the prior written approval of the other party. As required by the 20 USC 1232(g) (Family Educational Rights and Privacy Act, "FERPA"), and ORS 326.565, Agency shall not disclose any information or records regarding students or their families that Agency may learn or obtain in the course and scope of its performance of this Contract.
- (ii) FERPA Re-disclosure. The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)).

Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be re-disclosed to third parties without written consent of the students' parent/guardian, and must be used only for the purposes identified in this Agreement.

- g. Contact with Students. Contractor acknowledges that during the performance of work under this contract that it will have direct, unsupervised contact with students within the meaning of OAR 581-021-0500(1)(b). This means that Contractor's regular employees are "subject individuals" within the meaning of OAR 581-021-0500(1)(i)(B). The District is required to specify that such contractors are subject to fingerprinting and criminal records checks. OAR 581-021-0500(2)(b). Contractor has informed the District that it conducts fingerprinting and criminal background checks as part of its certification process from every employee who would be considered a "subject individual" under this Agreement. Contractor shall not permit any of its employees who has been convicted of any of the crimes in ORS 342.143, or have been convicted of any of the crimes listed in ORS 161.405, or of an attempt to commit any crimes listed in ORS 342.143, to perform any work under this Agreement involving unsupervised contact with students. In addition, Contractor shall inform District if any of its employees who qualify as subject individuals under this contract have knowingly made a false statement as to the conviction of a crime. The District may request that the Contractor remove such person from performance of work under this Agreement.
17. **Employment Standards.** The Contractor agrees that upon request by the District, it shall remove from all District premises any Contractor's employee who, in the sole opinion of the District, is guilty of improper conduct, bringing any unauthorized personnel (including their own children) into a facility, or is not qualified to perform the work assigned.
18. **Security.** Any disclosure or removal of any matter and/or property on the part of the Contractor or Contractor's employees shall be cause for immediate cancellation of the Contract. Any liability, including but not limited to, attorney fees, resulting from any action or suit brought against the District as a result of the Contractor's or Contractor's employees' willful or negligent release of information, documents, or property contained in or on District property shall be borne by the Contractor. All information, documents, and property contained within these facilities shall be considered privileged and confidential.
19. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.
20. **Printing, Binding, and Stationery Work (Required by ORS 282.210).** If this solicitation is for the purpose of obtaining printing, binding, or stationery work, work