

**PEND OREILLE COUNTY COUNSELING SERVICES  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is between Pend Oreille County Counseling Services Department, hereinafter referred to as "POCCS", and Sandra Bremner-Dexter, MD hereinafter referred to as "Contractor" and jointly referred to, as the "Parties" in the manner set forth herein.

**PURPOSE**

For the provision of outpatient psychiatric services to eligible clients of POCCS and clinical training and consultation to/for POCCS staff.

**ATTACHMENTS**

The terms and conditions of this Agreement and it's referenced attachments are an integration and representation of the final, entire and exclusive understanding between the parties, superseding and merging all previous agreements, writing and communications, oral or otherwise regarding the subject matter for this Agreement between the Parties.

The Attachments include:

Attachment A: Scope of Work

Attachment B: Business Associates Agreement

**SCOPE OF WORK**

Exhibit A, attached hereto and incorporated by reference, contains the terms and conditions governing work to be performed under this Agreement, the nature of the working relationship between Contractor and POCCS and specific responsibilities and understandings of both parties.

**PERIOD OF PERFORMANCE**

Subject to other agreement provisions, the period of performance under this Agreement shall commence from the signed date of execution. Unless this Agreement is specifically terminated, either for cause or without cause, as provided in this Agreement, it shall automatically renew for successive one-year terms beginning one year from the effective date of this agreement.

**COMPENSATION/ PAYMENT**

Contractor shall be compensated \$220 per hour for in-house service, and \$200 per hour for tele-health service. This shall be billed in 15-minute increments on a fee-for-service basis. In the event of available time within Contractors regular hourly schedule, whether by consumer "no-show," "cancellation," or POCCS failure to fill the schedule, Contractor shall use due diligence to fill all available hours with POCCS specific duties billable under this Agreement, such as the following activities:

Review of patient records prior to and/or following in-house or tele-health contact with POCCS consumers; direct evaluation and consultation services with consumers; consultation with POCCS staff/Primary Care Providers/school personnel, and/or other members of the consumers' POCCS treatment team; ordering of prescriptions for POCCS consumers; completion of a Progress Note [and related clinical documentation as appropriate] for each service encounter; and training to POCCS staff.

## **RECORDS, DOCUMENTS, AND REPORTS**

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

## **RIGHTS IN DATA**

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by POCCS. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

## **CONSENT TO AUDIT**

During the term of this Agreement and for six (6) year following termination or expiration of this Agreement, the Parties shall, upon receiving reasonable written notice, provide the other party with access to its records which are relevant to its compliance with this Agreement, and applicable laws and regulations. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose.

## **NONDISCRIMINATION**

During the performance of this Agreement, Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies, to include but not limited to the Civil Rights Act Titles VI and VII (1964 & 1991); Section 504 of the Rehabilitation Act of 1973; Age Discrimination in Employment Act (1975); Vietnam Era Veterans Readjustment Assistance Act (1974); Americans with Disabilities Act (1990) as amended, including CFR 29 part 1630. In the event of noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part. Contractor shall, however, be given a reasonable time, agreed upon by both parties, in which to resolve this noncompliance.

## **CONFIDENTIALITY**

Both Parties agree that they shall be bound by and shall abide by all applicable Federal or State statutes or regulations pertaining to the confidentiality of client records or information, including volunteers. The parties shall not release, divulge, publish, transfer, sell or otherwise disclose any information about a recipient of the services provided under this Agreement for any purpose not connected with the parties' contract responsibilities, without the express written consent of [1] POCCS, [2] Written consent of recipient of consenting age and capacity, recipient's parent or guardian, recipient's attorney, or [3] as provided by law.

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

POCCS is prohibited from paying with funds received under this Agreement for goods and services furnished, ordered, or prescribed by excluded individuals and entities: (Social Security Action Section 1903(i)(2); 42 CFR 455.104; 42 CFR 455.106; and 42 CFR 1001.1901(b)). POCCS and Contractor shall ensure that it does not employ or contract with anyone that excluded from participation in Federal health care programs under Section 1128 or Section 1128A of the SSA, Executive Order 12549 or 45 CFR 92.35.

POCCS shall not make any payments for goods or services that directly or indirectly benefit any excluded individuals or entity.

Contractor shall work with POCCS to immediately recover any payments for goods and services that benefit excluded individuals and entities that it discovers.

POCCS may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred).

### **ASSURANCES**

POCCS and the Contractor agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

### **CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

### **GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the State of Washington. Venue of any suit to enforce any term of this Agreement shall be in the Superior Court of the State of Washington and for the County of Pend Oreille.

### **INDEPENDENT CAPACITY**

The Parties intend that an independent contractor relationship will be created by this Agreement. Each Party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No Party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement. Each Party will be separately responsible for disability insurance, employee leave, compensation, retirement plans, Worker's Compensation coverage, federal or state taxes and the like. Neither Party shall be considered an agent for the other party nor shall either party have authority to bind or obligate the other to third parties. The Parties will hold separate, independent responsibilities for any audit exceptions or disallowed costs incurred by its own organization or that of its agents.

### **SUBCONTRACTING**

Contractor shall not assign or enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of POCCS.

In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to POCCS for any breach in the performance of the Contractor's duties.

This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Agreement.

### **INSURANCE**

The Parties shall provide adequate professional liability and malpractice insurance coverage, maintained in full force and effect during the term of this Agreement. The intent of the required insurance is to protect the mutual parties should there be any claims, suits, actions, costs,

damages or expenses arising from any negligent or intentional act or omission of the parties or agents of either, while performing under the terms of this Agreement.

It is acknowledged by the Parties of this agreement that all insurance coverage required to be provided by Contractor or indemnifying party, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the County.

**Workers Compensation:** When the Contractor has employees of the company, the Contractor shall carry Worker's Compensation Industrial Injury Insurance Coverage and which must be effective in Washington. Proof of insurance shall be reflected on the Contractor's Certificate of Insurance or by providing the Contractor's State Industrial Account Identification Number.

**Medical Malpractice Insurance:** The Contractor shall carry medical Malpractice Insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00) Per Occurrence, Three Million Dollars (\$3,000,000.00) aggregate covering Pend Oreille County, the Physician and Alternate Physician(s), when such services are performing services as provided for under the terms of this Agreement.

Contractor shall maintain Professional Liability Insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of One Million Dollars (\$1,000,000.00) Per Occurrence; Three Million Dollars (\$3,000,000.00) aggregate covering Pend Oreille County. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Contractor shall provide certificates of insurance to County as evidence of the insurance coverage required herein. Current certification of insurance shall be kept on file with County at all times during the term of the contract. County reserves the right to require complete, certified copies of all required insurance policies at any time.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of work hereunder by Contractor, his agents, representatives, employees or subcontractors.

In the event any policy of insurance required under this agreement/contract does not comply with these specifications or is canceled and not replaced, County has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the County will be promptly reimbursed by Contractor or County will withhold amounts sufficient to pay premium from Contractor's payments. In the alternative the County may cancel this agreement/contract.

Contractor agrees to oblige its insurance agent or broker and insurers to provide to County with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required or nonrenewal of coverage for each required coverage.

Any self-insured retentions must be declared to and approved by County. County reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by County.

Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement/Contract, and that involve or may involve coverage under any of the required liability policies.

#### **WAIVER OF SUBROGATION**

POCCS shall not be liable to Contractor or to any insurance company (by way of subrogation or otherwise) insuring Contractor for any loss or damage to any person, building, structure or tangible personal property of the other occurring as a result of activity under the Agreement, even though such loss or damage might have been occasioned by the negligence of POCCS, its agents or employees, if such loss or damage is covered by insurance benefiting Contractor suffering such loss or damage was required to be covered by insurance under terms of the Agreement. Contractor shall cause each insurance policy obtained by it to contain this waiver of subrogation clause.

#### **INDEMNIFICATION/HOLD HARMLESS**

The Contractor agrees to defend, indemnify and hold Pend Oreille County harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to defend, indemnify and hold Pend Oreille County harmless shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Pend Oreille County, their agents or employees.

The Contractor's duty to defend, indemnify and hold Pend Oreille County harmless for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) Pend Oreille County or Consultant, their agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees.

Contractor's duty to defend, indemnify and hold Pend Oreille County harmless shall include, as to all claims, demands, losses and liability to which it applies, Pend Oreille County's personnel-related costs, reasonable attorney's fees, court costs and all other claim related expenses.

#### **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this Agreement are declared to be severable.

## **TERMINATION**

Parties may terminate this Agreement in whole or in part, by giving the other Party at least thirty (30) calendar days' written notice addressed to the contact person (or to his or her successor) listed on the last page of this Agreement. Termination shall be effective on the date specified in the termination notice.

POCCS may terminate when there is a reasonable basis to believe the Contractor has:

- Failed to perform under or otherwise breached, any term or condition of this Agreement and/or
- Violated any applicable law or regulation.

Before POCCS may terminate this Agreement for default, POCCS shall provide the Contractor with written notice of the Contractor's noncompliance with the Agreement and provide the Contractor with reasonable opportunity to correct. If the Contractor does not correct the identified noncompliance within the time period specified in the written notice of noncompliance, POCCS may then terminate the Agreement.

POCCS may terminate the Agreement for default without such written notice and without opportunity for correction if POCCS has a reasonable basis to believe that an individual's health or safety is in jeopardy and/or the Contractor failed to meet requirements as noted in the provision titled, CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND ELIGIBILITY.

## **TERMINATION PROCEDURE**

Contractor after receipt of a notice of termination shall:

1. Stop work under the Agreement as of the effective date of termination specified in the notice, to include providing no services except as necessary to complete such portion of the work not terminated.
2. Contractor shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of individuals, reporting requirements of such work already completed, and prompt return of POCCS assets (property) in the Contractor's possession. Upon failure to return POCCS assets within fourteen (14) working days of Agreement termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation.

POCCS after receipt of a notice of termination will:

1. Conduct financial monitoring as necessary to determine if any monies are due to the Contractor.
2. POCCS shall be liable for and shall pay for only those services authorized and provided through the effective date of termination.

## **PARAGRAPH HEADINGS**

The paragraph headings contained in this Agreement are for convenience only and shall not construed as part of this Agreement.

**BINDING EFFECT**

This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, legal representatives, successors, and assigns.

**APPROVAL**

This Agreement shall be subject to the written approval of the Parties authorized representative, as and shall not be binding until so approved. The Agreement may be altered, amended or waived only by a written amendment executed by both Parties.

**ENTIRE AGREEMENT**

This Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the Parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

**NOTICES**

All notices, request, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided however, that notice shall be conclusively deemed given at the time of it's deposit in the United States mail when sent by certified mail, postage prepaid, to the other part at address that shall be given, in writing, by either part to the other presently at:

Annabelle Payne, Director  
Pend Oreille County Counseling Services  
P.O. Box 5055  
Newport, WA 99156

Sandra Bremner-Dexter  
104 S. Freya Bldg. White Flag #221  
Spokane, WA 99202

POCCS and Contractor have duly executed this Agreement on the day and year first above written.

EXECUTED IN DUPLICATE this 8<sup>th</sup> day of March, 2016.

For POCCS:

For Contractor:

Annabelle S. Payne  
Authorized Representative Signature

[Signature]  
Authorized Representative Signature

Director  
Title

Sandra Bremner-Dexter MD  
Title

3-8-16  
Date

3-8-16  
Date

## **Attachment A SCOPE OF WORK**

### **GENERAL UNDERSTANDINGS**

1. The Contractor shall provide outpatient psychiatric evaluations and consultations to/for POCCS clients and clinicians.
2. The Contractor agrees to provide culturally competent and respectful services to all consumers.
3. POCCS supports person-centered, recovery-oriented and integrated care and/or a collegial "team" approach. POCCS expectations of the Contractor's engagement with staff and clients should align with these core understandings.
4. POCCS assures that Contractor is not prohibited from advocating on behalf of the consumer in any grievance or utilization review process, or individual authorizations process to obtain necessary health care services.
5. Definition of in-house services shall be understood as services completed while at an approved Pend Oreille county location (e.g., Counseling building, hospital in Newport).
6. Definition of telemed/tele-health services shall be understood as treatment activities completed by Contractor, over long distance via approved tele-communication equipment.

### **SERVICE COORDINATION**

1. Contractor shall provide approximately sixteen (16) and up to forty-eight (48) hours of service per month.
  - a. Services will be scheduled at a time and frequency mutually agreed upon between Contractor and POCCS.
  - b. Decisions regarding the use of in-house versus telehealth services shall be mutually agreed upon between Contractor and POCCS.
  - c. The Contractor will provide fourteen (14) calendar days advance notice in the event of a foreseeable clinic cancellation.
  - d. The Contractor shall provide telephone notice of cancellation or delay, to POCCs front office, immediately or as soon as possible, in the event of unforeseeable events.
2. All services that are provided under this agreement must be coordinated and scheduled directly by POCCS.
3. The Contractor serves as the Medical Director for the Agency and shall review all prescribed medications at least every three (3) months.

### **CREDENTIALING**

1. The Contractor shall maintain licensure and accreditation requirements and be board eligible in psychiatry for the State of Washington. Contractor shall comply with rules under RCW 18.71; RCW 69.41.030; RCW 69.50.101(ee)(3) and Chapter 246-919 WAC
2. All Services shall be provided in (a) accordance to the recognized standard of care for Mental Health Professionals practicing under the same or similar circumstances in the State of Washington; and (b) federal, state and local laws and regulations.

### **DOCUMENTATION/CONFIDENTIALITY/SECURITY**

The Contractor shall ensure documentation of services complies with Centers for Medicaid, DSHS/DBHR and Spokane County RSN/BHO requirements. The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Security Rule and other applicable state and federal laws and regulations.

### **EQUIPEMENT**

- POCCs agrees to furnish telemedicine and support equipment.
- Equipment purchased or otherwise provided by POCCS, belongs to POCCS and shall be returned to POCCS, upon termination of services.
- Maintenance of equipment, software and security measure upgrades for equipment owned by POCCS, shall be the responsibility of POCCS.
- The Contractor agrees to work with POCCs to ensure adequate security and upgrades.



**PEND OREILLE COUNTY  
COUNSELING SERVICES**

105 South Garden Avenue or PO Box 5055 Newport, WA 99156  
1-800-404-5151 or 509-447-5651 TTY: 509-447-0487  
FAX: 509-447-2671 [www.pendoreilleco.org](http://www.pendoreilleco.org)

This **Business Associate Agreement** ("Agreement") effective on April 22, 2016 is entered into by and between Sandra Dexter-Bremner, MD the "Business Associate" and Pend Oreille County Counseling Services, further known as POCCS.

A. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information ("protected health information") published on August 14, 2002, August 14, 2002, and February 20, 2003 by the Secretary of the U.S. Department of Health and Human Services ("HHS") to amend 45 C.F.R. Part 160 and Part 164 (the "Privacy and Security Regulations") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

B. The parties have a prior agreement dated December 11, 2012 under which the Business Associate regularly uses, discloses, receives and/or has access to protected health information in its performance of services for POCCS or,

POCCS has requested Business Associate to perform the services set forth with the condition that Business Associate agrees to abide by the requirements set forth in the Privacy and Security Regulations.

C. This Agreement sets forth the terms and conditions pursuant to which protected health information that is provided by, or created, received, or accessible by, the Business Associate from or on behalf of POCCS will be handled.

In consideration of the agreements addressed, the parties agree as follow:

1. Services.

The Business Associate provides services for POCCS that involve the access to, or the use, disclosure, or receipt of protected health information which services. Except as otherwise specified, the Business Associate may make any and all uses of protected health information necessary to perform its obligations as set forth or under the Services Agreement between the parties. Additionally, Business Associate may disclose protected health information for the purposes authorized by this Agreement only (a) to its employees, subcontractors and agents, in accordance with Section 2(d), or (b) as directed by POCCS.

2. Responsibilities of Business Associate.

With regard to its use, disclosure and/or safeguarding of protected health information, the Business Associate hereby agrees to do the following:

- (a) Use and/or disclose the protected health information only as permitted or required by this Agreement or as otherwise required by law;
- (b) Within one (1) business day of the Business Associate's discovery, report in writing to the designated privacy officer of the Covered Entity any:
  - i. use and/or disclosure of the protected health information that is not permitted or required by this Agreement; or
  - ii. attempted or unsuccessful unauthorized access, use disclosure, modification, or destruction of information or interference with system operations in an information system that creates, receives, maintains or transmits POCCS's electronic protected health information;
- (c) Use all commercially reasonable efforts to maintain the security of the protected health information and to prevent unauthorized use and/or disclosure of such protected health information. Such security measures shall, at a minimum:
  - i. Implement HIPAA-compliant administrative, physical and technical safeguards, as defined by 45 C.F.R. § 164.304, that reasonably and appropriately protect the confidentiality, integrity and availability of POCCS's electronic protected health information that the Business Associate creates, receives, maintains, or transmits on behalf of POCCS; and
  - ii. Ensure that any agent, including a subcontractor, to whom the Business Associate provides such information or access thereto agrees in writing to implement reasonable and appropriate safeguards to protect it;
- (d) Require all of its employees, representatives, subcontractors or agents that receive or use or have access to protected health information under this Agreement to agree in writing to adhere to the same restrictions and conditions on the use, disclosure and/or security of protected health information that apply herein, including the obligation to return or destroy the protected health information.
- (e) Make available all records, books, agreements, policies and procedures relating to the use, disclosure and/or security of protected health information within five (5) business days of request to the Secretary of HHS for purposes of determining POCCS's compliance with the Privacy and Security Regulations, subject to attorney-client and other applicable legal privileges.
- (f) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use of, disclosure of, or breach of security with respect to protected health information by Business Associate in violation of the requirements of this Agreement.

### 3. Responsibilities of POCCS.

With regard to the use and/or disclosure of protected health information by the Business Associate, POCCS agrees:

- (a) To inform the Business Associate of any changes in the form of notice of privacy practices that POCCS provides to individuals pursuant to 45 C.F.R. §164.520 and provide the Business Associate a copy of the notice currently in use;
- (b) To inform the Business Associate of any changes in, or withdrawal of, the consent or authorization provided to POCCS by individuals whose protected health information may be used and/or disclosed by Business Associate under this Agreement pursuant to 45 C.F.R. §164.506 or §164.508; and
- (c) To notify the Business Associate, in writing and in a timely manner, of any restrictions on the use and/or disclosure of protected health information agreed to by POCCS as provided for in 45 C.F.R. §164.522.

### 4. Mutual Representation and Warranty.

Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, who services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to fully comply with all provisions of this Agreement.

### 5. Term and Termination.

- (a) Term. This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the parties have been met, unless terminated as provided herein or by mutual agreement of the parties.
- (b) Termination. As provided for under 45 C.F.R. §164.504(e)(2)(iii), POCCS may immediately terminate this Agreement and any related agreement if it determines that the Business Associate has breached a material provision of this Agreement. Alternatively, POCCS may choose to: (i) provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the Agreement. If termination is not feasible, POCCS shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the Service Agreement between the parties.
- (c) Effect of Termination. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all protected health information received from POCCS, or created or received by Business Associate on behalf of POCCS. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business

Associate shall retain no copies of the protected health information.

- (d) Survival. The respective rights and obligations of Business Associate and POCCS under this Section shall survive the termination of this Agreement indefinitely.

6. Amendment.

This Agreement may not be modified or amended, except in writing as agreed to by each party. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for POCCS to comply with the requirements of the Privacy and Security Regulations and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

7. Notices.

Any notices to be given shall be made via U.S. mail or express courier, or hand delivery to the other party's address given below as follows:

**If to Business Associate:**

Sandra Bremner-Dexter  
104 S. Freya Bldg. White Flag #221  
Spokane, WA 99202

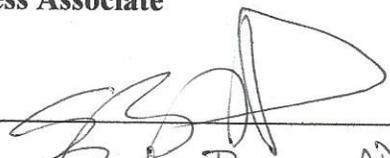
**If to POCCS:**

Annabelle Payne, Director  
Pend Oreille County Counseling Services  
P.O. Box 5055  
Newport, WA 99156

8. Interpretation.

Any ambiguity in this Agreement shall be resolved to permit POCCS to comply with the Privacy and Security Regulations.

**Business Associate**

By:   
Name: Sandra Bremner-Dexter  
Title: MD Psychiatry  
Date: 3-22-16

**Pend Oreille County Counseling Services**

By:   
Name: Annabelle S. Payne  
Title: Director  
Date: 3-22-16

CHEMICAL DEPENDENCY

DEVELOPMENTAL DISABILITIES

MENTAL HEALTH

PREVENTION

*We Provide Equal Opportunity In Employment and Services*