

## **JOINT POWERS AGREEMENT**

This Agreement is made between Ramsey County, a political subdivision of the State of Minnesota, through its Ramsey County Crisis Unit, 402 University Ave, St. Paul, MN 55130 (hereinafter “County”), and the City of Saint Paul, a municipal corporation under the laws of the State of Minnesota, through its Fire Department, 645 Randolph Ave, St Paul, MN 55102 (hereinafter “City”).

WHEREAS, the CITY Fire Department (“SPFD”) is the City department primarily responsible for responding to requests for fire services and emergency medical services in the City of Saint Paul; AND

WHEREAS, the SPFD is a City department that may be responsible for responding to health and crisis related calls for service in the City of Saint Paul; AND

WHEREAS, the SPFD has formed the CARES Team to provide a proactive approach committed to assisting residents with mental health crises while helping individuals and their families navigate the healthcare system; AND

WHEREAS, Ramsey County Crisis Unit (“RCC”) provides crisis support, referrals, and education services to individuals and families experiencing mental health crisis; AND

WHEREAS, the SPFD wishes to commence a Program, wherein one (1) mental health (crisis) worker from RCC will be placed into SPFD;

WHEREAS, the RCC worker’s role in the Program will be to provide: (1) mobile crisis response with SPFD; and (2) short-term case management for residents in need of mental health support, as identified by SPFD, that stabilizes and connects those residents with specialty services; AND

WHEREAS, the parties will be able to serve citizens in crises most effectively and evaluate the Program’s effectiveness if SPFD and RCC are able to share certain data;

NOW THEREFORE, the undersigned governmental units enter into this Joint Powers Agreement (“Agreement”) for the purpose of setting forth the terms and conditions whereby SPFD and RCC will imbed a mental health worker and exchange data during the course of the Program.

### **1. CITY RESPONSIBILITIES**

- 1.1. City agrees to share pertinent information with RCC that may support individual and community health and wellness;
- 1.2. City agrees to allow RCC research analyst or data collecting equivalent access to necessary records to collect necessary data related to evaluating program effectiveness; and

- 1.3. City agrees to make information needed for program evaluation available to RCC on a monthly basis.
- 1.4. As provided in Section 6 of this Agreement, the City will be responsible for reimbursing the County for the personnel costs of one (1) mental health (crisis) worker from RCC placed into SPFD for the duration of this Agreement.

**2. COUNTY RESPONSIBILITIES**

- 2.1. County agrees to make available one (1) Ramsey County mental health (crisis) worker to coordinate with SPFD;
- 2.2. County agrees to allow SPFD research analyst or data collecting equivalent access to necessary records to collect necessary data related to evaluating program effectiveness;
- 2.3. County agrees to share pertinent authorized information to SPFD according to state and federal healthcare laws.

**3. DATA PRACTICES**

- 3.1. All data collected, created, received, maintained or disseminated for any purpose in connection with this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (“MGPDPA”) any other applicable state statutes, and state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.
- 3.2. City designates Chief Roy Mokosso as its Responsible Designee, pursuant to section 13.02 subdivision 6, of the MGDPA as the individual responsible for any set of data collected to be maintained by the City in the execution of this Agreement.
- 3.3. City shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the execution and evaluation of the Program. Except where client services or construction are provided, at the end of the Program all County data will be purged from City's computers and storage devices used for the Program and City shall give the County written verification that the data has been purged upon request. City will extend the protections of this Agreement to the protected information that cannot be purged. City will refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as City maintains the information.

#### **4. SECURITY**

- 4.1. City shall report to County any privacy or security incident regarding the information of which it becomes aware. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. “Privacy incident” means violation of the MGDPA and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than seven (7) days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as County may reasonably request. City is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.
- 4.2. City must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

#### **5. HIPAA COMPLIANCE**

- 5.1. City agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments, only for data collected and maintained as part of the SPFD CARES Team Program. City also agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the United States Secretary of Health and Human Services, only for data collected and maintained as part of the SPFD CARES Team Program

5.2. Because the Program’s services and operations will involve the disclosure of Protected Health Information (“PHI”) by County, or the creation, use or disclosure of PHI by City on behalf of County, County (Covered Entity) is required to enter into a separate Business Associate Agreement (“BA Agreement”) with City (Business Associate). The BA Agreement ensures that City's performance under this Agreement (the Covered Agreement) complies with the privacy and security requirements under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT). Consequently, City agrees to the terms and conditions of the BA Agreement, attached hereto and incorporated herein by reference as Exhibit 1, and the parties further agree that the electronic approval of this contract also constitutes approval of the BA Agreement.

**6. COSTS AND PAYMENTS**

6.1. That in consideration for the County’s performance of this Agreement, the City agrees to compensate the County for all personnel costs and expenses of one (1) mental health (crisis) worker from RCC for the duration of this Agreement, in an annual amount not to exceed \$120,000 per FTE.

6.2. County will submit quarterly invoices to Saint Paul Fire Department CARES Team, 645 Randolph Ave, St Paul, MN 55102.

6.3. City may submit any questions regarding the payment process to Ramsey County Accounts Receivable at CHS.AccountsPayable@CO.RAMSEY.MN.US.

6.4. For all other costs incurred for the operation of this Program (including exchange of data under this Agreement), County and City each agree to bear their own such expenses and that no payment is required by either County or City to the other Party.

**7. ACCESS TO DOCUMENTS**

Until the expiration of six (6) years after this Agreement terminates, City shall make available to County, the State Auditor or County’s ultimate funding source, a copy of this Agreement and books, documents, records and accounting procedures and practices of City relating to this Agreement.

**8. LIABILITY**

Each party will be responsible for its own acts or omissions under the terms of this Agreement and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of the other party and the results thereof.

**9. CHANGES OR AMENDMENTS TO THE AGREEMENT**

Any changes or amendments to this Agreement must be in writing and signed by the parties hereto, after all appropriate and necessary authority has been acquired by each such party.

**10. TERM OF AGREEMENT**

This Agreement will become effective on the date executed by both parties (“Effective Date”) and will remain in effect for five (5) years from the Effective Date of this Agreement, subject to the right of either party to terminate as set forth in Section 11.

**11. TERMINATION**

11.1. FOR CAUSE BY COUNTY. In the event that City fails to comply with the terms of this Agreement, or any statutory requirements, ordinances and/or plans related to this Agreement, County may terminate this Agreement. In the event that County exercises its right to terminate this Agreement for cause, County shall submit written notice to the City specifying the reasons for termination and the date upon which the termination becomes effective.

11.2. FOR CAUSE BY CITY. In the event that County fails to comply with the terms of this Agreement, or any statutory requirements, ordinances and/or plans related to this Agreement, City may terminate this Agreement. In the event that City exercises its right to terminate this Agreement for cause, City shall submit written notice to the County specifying the reasons for termination and the date upon which the termination becomes effective.

11.3. WITHOUT CAUSE. This Agreement may be terminated by either party without cause, on thirty (30) days written notice to the other party.

11.4. OTHER EVENTS. In the event that County or City’s authority to provide the services contemplated in this Agreement is modified or repealed this Agreement immediately terminates.

**12. NOTICES**

Except as otherwise stated in this Agreement, all notices or demand to be given under this Agreement, or any statute, rule, regulation or ordinance must be in writing, and shall be sent via registered or certified mail. Notices or other communications shall be sent to the following addresses:

RAMSEY COUNTY: Crisis and Stabilization Manager, 402 University Ave St. Paul, MN 55103

CITY OF Saint Paul: Dwayne Gibbs, 645 Randolph Avenue, St Paul, MN 55102; 651.210.2299; [Dwayne.Gibbs@ci.stpaul.mn.us](mailto:Dwayne.Gibbs@ci.stpaul.mn.us)

**13. EQUAL EMPLOYMENT OPPORTUNITY**

Each party agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability or age. When required by law and requested by the other party, each party shall furnish a written affirmative action plan to the other party.

**14. INTERPRETATION OF AGREEMENT**

- 14.1. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.
- 14.2. The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering will not affect the validity and enforceability of the remainder of this Agreement.
- 14.3. The written Agreement, including all attachments and exhibits, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the City to waive or alter any of the provisions of this Agreement shall be valid unless reduced in writing, consistent with the terms of Section 9 of this Agreement (“Changes or Amendments to Agreement”).
- 14.4. Counterparts. The parties may sign this Agreement in counterparts, each of which constitutes an original but all of which together constitute one instrument.
- 14.5. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement be valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then 10 transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g. via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

WHEREFORE, this Agreement is duly executed on the last date written below.

**RAMSEY COUNTY**

**CITY OF Saint Paul**

\_\_\_\_\_  
Trista MatasCastillo, Chair  
Ramsey County Board of Commissioners

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Mee Cheng, Chief Clerk  
Ramsey County Board of Commissioners

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and insurance:

Approved as to form and insurance:

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
City Attorney

**Business Associate Agreement**

1. **Definitions.** Terms defined in the Joint Powers Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this Business Associate Agreement (“BA Agreement”) shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
  - (a) “Business Associate” shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
  - (b) “Covered Entity” shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).
  - (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Joint Powers Agreement.
  
2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Joint Powers Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Joint Powers Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Joint Powers Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Joint Powers Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.
  
3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:
  - (a) Comply with HIPAA, public law #104-191, and its amendments.
  - (b) Comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT), and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance



issued by the United States Secretary of Health and Human Services (“Secretary”).

- (c) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.
- (d) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity’s obligations under HIPAA Rules.
- (e) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Joint Powers Agreement or, if the Joint Powers Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity’s Notice of Privacy Practices that was in effect when the information was collected from the individual.
- (f) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.
- (g) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (h) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.
- (i) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:
  - (1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate’s expense; and
  - (2) Cooperate with Covered Entity to notify, at Business Associate’s expense, all Individuals and media required to be notified under the HIPAA Rules; and
- (j) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules at 45 C.F.R. Part 164.402 excludes the following circumstances and therefore Breach notice requirements do not apply:
  - (1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use

or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.

- (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
- (3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- (k) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.
- (l) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.
- (m) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.
- (n) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.
- (o) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.
- (p) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply

through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.

4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:
- (a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R § 164.520 and material changes to such notice over time;
  - (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and
  - (c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.

5. **Term and Termination.**

- (a) Term. The Term of this BA Agreement shall be effective as of the Effective Date of the Joint Powers Agreement, and shall continue until terminated as provided herein.
- (b) Termination upon Termination of the Underlying Relationship. This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Joint Powers Agreement.
- (c) Termination for Cause. Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Joint Powers Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Joint Powers Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.
- (d) Upon Termination.
  - (1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for

Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.

(2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 5(d)(2) survive termination of this BA Agreement.

6. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.
7. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.
8. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the following addresses:

if to Covered Entity, addressed to:  
Chris Bogut  
HIPAA Privacy Official  
250 Courthouse  
15 West Kellogg Blvd.  
St. Paul, MN 55102

if to Business Associate, addressed to:  
Dwayne Gibbs  
CARES Team Coordinator  
645 Randolph Avenue,  
St. Paul, MN 55102

or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

9. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
10. **Headings.** The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
11. **Counterparts.** This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
12. **No Third Party Beneficiaries.** Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
13. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
14. **No Fiduciary Relationship Created Hereby.** This BA Agreement does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party.
15. **Failure to Enforce Not a Waiver.** The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
16. **Successors and Assigns.** This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
17. **Entire Agreement.** This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and

responsibilities of the Parties set forth in this BA Agreement.

18. **Effect on Covered Agreement.** Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Joint Powers Agreement.
19. **Interpretation.** A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.