



**VIRGINIA DEPARTMENT OF HEALTH  
Crater Health District  
301 Halifax Street  
Petersburg, Virginia 23803**

**MEMORANDUM OF UNDERSTANDING (MOU)**

**MOU Number: CTR-20-022.053-COVID19**

- I. **PARTIES TO THE AGREEMENT:** This Memorandum of Understanding is entered into by Dinwiddie County, 14010 Boydton Plank Road, Dinwiddie, Virginia 23841, hereinafter called the "Locality" and Crater Health District through the Department of Health, 301 Halifax Street, Petersburg, Virginia 23803 hereinafter called the "Department."

**WHEREAS**, the Department desires to enter into an Agreement with the Locality to provide manpower or equipment to assist with contact tracing of known or suspected COVID-19 cases, or other non-fire and rescue service matters related to mitigating the effects of the COVID-19 pandemic disaster from another party to this Agreement and;

**WHEREAS**, The locality desires to perform such services;

**THEREFORE**, in consideration of their respective undertakings, the Department and the Locality hereby covenant and agree to the following terms.

- II. **PERIOD OF AGREEMENT:** From execution date of CRATER HEALTH DISTRICT signature on last page through March 8, 2021 and may be renewed upon written agreement of both parties for 4 successive one year periods, under the terms of the current agreement, and at a reasonable time (approximately 90 days) prior to the expiration.
- III. **PURPOSE:** On March 12, the Governor of the Commonwealth of Virginia declared a state of emergency related to the global COVID-19 pandemic; and the parties hereto desire to secure to each other the benefits of mutual aid in situations involving services related to the COVID-19 pandemic, including, but not limited to, contact tracing, but specifically excluding fire and rescue services, which are for most signatories covered by separate agreements; and the directors of emergency management for each city and county that is a party hereto are authorized to enter into this agreement by § 44-146.19(D), Code of Virginia, 1950, as amended.

**IV. SCOPE OF SERVICES:** Contact Tracing services and other designated emergency planning/response services to address the Coronavirus pandemic (See Addendum 1 for general emergency support agreement and Addendum 2 for scope of work).

**V. COMPENSATION:** State total aggregate of contract including all renewal years and breakdown of services. No monetary funding will be exchanged for the emergency services/support provided by Locality.

Contract Value: \$0.00 with four (4) one year renewal periods.

Total Aggregate estimated to be \$0.00

**VI. FEDERAL AWARD INFORMATION:**

There will be no exchange of federal funds between the parties, but the Department will track all information and submit federal reports as required.

**Monitoring:** The Department will monitor the Locality to evaluate the progress and performance of the program/services. The Locality shall furnish the Department on request information regarding payments claimed for services under this contract. The Department and Federal personnel shall be provided access to all program-related records and facilities under reasonable request.

The Locality shall retain all books, accounts, reports, files and other records relating to the performance of the contract for a period of five years after its completion. All accounting records must be supported by source documentation and retained in order to show for what purpose funds were spent. All such records shall be made available and produced for inspection when required by the Department.

**Time and Effort Reporting:** The Locality shall comply with time and effort reporting as required by the Federal Office of Management and Budget (OMB) Circular A-87 (Cost Principles for State, Local and Indian Tribal Government). All employees paid in whole or in part from grant funds should prepare a timesheet indicating the hours worked on each specific project for each pay period. Based on these time sheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files and shall be made available for inspection when required by the Department. The Locality shall retain all books, reports, files and other records relating to time and effort reporting for a period of five years after completion.

**APPROPRIATIONS:** The Locality acknowledges the understanding that this Agreement is subject to appropriations and constraints by the State or the Federal government budget.

**SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the locality desires to subcontract some part of the work specified herein, the locality shall furnish the Departments names, qualifications and experience of their proposed subcontractors and shall assure compliance with all requirements of the contract.

**INTEGRATION AND MODIFICATION:** This Agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of this Agreement shall be effective unless in writing and signed by the duly authorized officials of both The Department and Locality.

**CONFIDENTIALITY OF PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE:** The Locality agrees that proprietary information disclosed by the Department to the Locality for the purpose of a Memorandum of Understanding shall be held in confidence and used only in the performance of the contract. No item designed for or by the Department shall be duplicated or furnished to others without prior written consent. All products and materials including but not limited to papers, data, reports, forms, records, materials, creations, or inventions relating to this contract are sole and exclusive property of the Department. All such materials shall be delivered to the Department in usable condition at any time requested by the Department.

**VII. TERMS AND CONDITIONS:**

**A. AUDIT:**

The Locality shall retain all books, records, and other documents relative to this agreement for five (5) years after the duties have been completed and project is closed; or until audited by the Commonwealth of Virginia, whichever is sooner. The Department, its authorized agents, and/or state auditors/compliance agents shall have full access to and the right to examine any of said materials during said period.

**B. APPLICABLE LAWS AND COURTS:**

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the locality are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, § 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The locality shall comply with all applicable federal, state and local laws, rules and regulations.

**D. BACKGROUND CHECKS:**

1. The CRATER HEALTH DISTRICT may require validation of staff background check for Locality staff assigned to any resulting agreement.
2. In the event of any staff turnover or staff reassignments, the Locality shall notify the Crater Health District and shall submit the appropriate validations of an appropriate background history for any proposed new staff member. This shall be in addition to the requirement to provide the required credentials information. The CRATER HEALTH DISTRICT may remove any Locality employee that the Contract Administrator feels threatens the health or safety of staff, security of the facility, or quality of the service provided by the Locality.

**E. CANCELLATION OF AGREEMENT:**

The both parties have the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the both parties, without penalty, after the initial 12 months of the contract period upon thirty (30) days written notice to the other party. Any contract cancellation notice shall not relieve the Locality of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**F. CHANGES TO THE AGREEMENT:**

The parties may agree in writing to modify the scope of the Memorandum of Understanding. An increase or decrease in the scope to the memorandum of understanding resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Memorandum of Understanding.

**G. CONFIDENTIALITY OF PROPRIETARY INFORMATION AND PERSONALLY IDENTIFIABLE INFORMATION:**

The Locality assures that information and data obtained as to proprietary information and personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Department's written consent and only in accordance with federal law or the Code of Virginia. Localities who utilize, access, or store proprietary information or personally identifiable information as part of the performance of an agreement are required to safeguard this information and immediately notify the Department of any breach or suspected breach in the security of such information. Localities shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Localities and their employees working on this project may be required to sign a confidentiality statement.

**H. RENEWAL OF AGREEMENT:**

1. This agreement may be renewed by the Commonwealth upon written agreement of both parties for four successive one year periods, under the terms of the current agreement, and at a reasonable time (approximately 90 days) prior to the expiration.
2. This Agreement shall remain in effect until superseded, amended, or rescinded in writing by one or more participating signatory parties. However, it shall remain in effect for all remaining signatory parties unless or until it is terminated in writing by the remaining parties.
3. This Agreement shall be effective for each party immediately upon its signature, Important Note: The agreement is not effective until all parties have signed.

I. **CONFIDENTIALITY OF HEALTH RECORDS:**

By signature on this agreement, the Locality agrees to comply with all applicable statutory provisions and regulations of the Commonwealth of Virginia and in the performance of this agreement shall:

1. Not use or further disclose health records other than as permitted or required by the terms of this agreement or as required by law;
2. Use appropriate safeguards to prevent use or disclosure of health records other than as permitted by this agreement;
3. Report to the Department of Health any use or disclosure of health records not provided for by this agreement;
4. Mitigate, to the extent practicable, any harmful effect that is known to the Locality of a use or disclosure of health records by the Locality in violation of the requirements of this agreement;
5. Impose the same requirements and restrictions contained in this agreement on its subcontractors and agents;
6. Provide access to health records contained in its records to the Department of Health, in the time and manner designated by the Department of Health, or at the request of the Department of Health, to an individual in order to afford access as required by law;
7. Make available health records in its records to the Department of Health for amendment and incorporate any amendments to health records in its records at the Department of Health request; and
8. Document and provide to the Department of Health information relating to disclosures of health records as required for the Department of Health to respond to a request by an individual for an accounting of disclosures of health records.

- J. **ANTI-DISCRIMINATION:** By submitting this agreement the Locality certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).

- K. **ANTITRUST**: By entering into an agreement, the Locality conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said agreement.
- L. **ASSIGNMENT OF AGREEMENT**: An agreement shall not be assignable by the Locality in whole or in part without the written consent of the Commonwealth.
- M. **DEFAULT**: In case of failure to deliver goods or services in accordance with the agreement terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources. This remedy shall be in addition to any other remedies agreed by both parties.
- N. **NONDISCRIMINATION OF LOCALITIES**: A bidder, offeror, or Locality shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- O. **WHISTLEBLOWER PROTECTIONS**: Congress has enacted the whistleblower protection statute 41 U.S.C. Section 4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for localities, grantees, subcontractors, and sub grantees in accordance with this agreement. All localities, grantees, sub grantees, and subcontractors for federal grants and contracts are required to:
1. Inform their employees in writing of the whistleblower protections under 41 U.S.C. Section 4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
  2. Include this term and condition in any agreement made with a subcontractor or sub grantee.  
The employees' rights under 41 U.S.C. Section 4712 shall survive termination of this agreement.

**P. CONTINUITY OF SERVICES:**

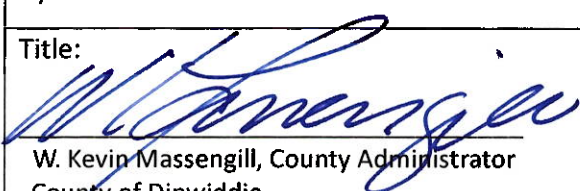
- a.) The Locality recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another locality, may continue them. The Locality agrees:
  - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Locality to its successor.
  
- b) The Locality shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

**STATUS OF PERSONNEL:** Katrina Saphrey, Senior Epidemiologist, has been designated as the Chief of Operations for the Crater Health District Incident Command System Department; and Roxanne Marr-Shears, Business Manager, has been designation as the Contract Administrator for this Agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be duly executed intending to be bound thereby. This Memorandum of Understanding becomes effective on the date of the last signature and is subject to appropriation by the Board of Supervisors.

**County of Dinwiddie:**

**VIRGINIA DEPARTMENT OF HEALTH:**

By:	By:
Title:  W. Kevin Massengill, County Administrator County of Dinwiddie	Title:  Alton Hart, Jr., MD, MPH, Director Crater District Health Departments
Date: 4.17.2020	Date:

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

**MOU ADDENDUM 1**

**for**

**MUTUAL AID FOR CERTAIN PANDEMIC RELATED SERVICES**

**Among Designated Localities in the Crater Health District and the Virginia Department of Health**

This Agreement is made and entered into as of April 10, 2020, by and among the County of Dinwiddie and the Virginia Department of Health; provided, that this Agreement shall be effective for each party immediately upon its signature, regardless of whether or not all parties have signed.

NOW, THEREFORE, it is mutually agreed as follows:

- A. When one of the parties to this Agreement requests aid for manpower or equipment to assist with contact tracing of known or suspected COVID-19 cases, or other non-fire and rescue service matters related to mitigating the effects of the COVID-19 pandemic disaster from another party to this Agreement, that responding party may dispatch, when available, the requested equipment and personnel to aid in the situation. Requests for aid may be made and received directly by and from the county administrators for the counties, the city managers of the cities, and the Director of the Crater District Health Department, his designee, or other Virginia Department of Health official.

The rendering of assistance under the terms of this Agreement shall not be mandatory, but the party receiving the request for aid shall immediately inform the requesting locality/agency if, for any reason, assistance cannot be rendered.

- B. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
- (1) Any request for non-monetary aid hereunder shall include a statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and the number of personnel to be furnished shall be determined by a representative of the responding locality/agency.
  - (2) The personnel of the responding locality/agency shall report to the officer in charge of the requesting locality/agency at the location to which the personnel or equipment is dispatched, and shall be subject to the orders and direction of that official. However, the responding locality/agency reserves the right to follow its own safety guidelines while complying with incident objectives. Personnel of the responding locality/agency shall continue to be subject to the applicable rules of conduct, regulations, and policies of their own jurisdiction while acting pursuant to this Agreement.
  - (3) The personnel and equipment of the responding locality/agency shall be released by the requesting locality/agency when the services of the responding



locality/agency are no longer required or when the responding locality/agency is needed within the area for which it normally provides services.

- (4) Responses and/or services shall be provided as determined at the time of need and/or as pre-arranged for certain response areas (i.e. automatic responses).
- (5) Each party to this Agreement is responsible for informing its employees that they must maintain the confidentiality of patient health information in keeping with the rules of the Health Insurance Portability and Accountability Act.

- C. Each party to this Agreement waives any and all claims against all the other parties which may arise out of the parties' actions outside of their respective jurisdictions under this Agreement.

Nothing in this Agreement is intended or shall be construed to require any party to indemnify and save harmless the other parties to this Agreement from claims by third parties for property damage or personal injury which may arise out of the activities of the other parties.

- D. All equipment used by the responding locality/agency in carrying out this Agreement shall, at the time of action hereunder, be owned by the responding locality/agency; and all personnel acting for the responding locality/agency under this Agreement shall, at the time of such action, be employees of the responding locality/agency.

- E. Actions taken and expenditures made pursuant to this Agreement shall be deemed conclusively to be for a public and governmental purpose and all of the immunities from liability enjoyed by a party when acting for a public or governmental purpose within its territorial limits shall be enjoyed by it to the same extent as when such party is so acting, under this Agreement, beyond its territorial limits.

The personnel of any party to this Agreement, when acting hereunder, or under other lawful authority, beyond the territorial limits of their jurisdictions, shall have all of the immunities from liability and exemptions from laws, ordinances and regulations, enjoyed by them while performing their respective duties within the territorial limits of their jurisdictions.

- F. All services provided by a party under this Agreement shall be performed without monetary compensation to the responding locality/agency, unless otherwise agreed to.

- G. All salaries, pensions, health insurance, disability protection, worker's compensation, death benefits, and other benefits provided to employees of the parties to this Agreement shall apply to the services performed by those employees under this Agreement outside their respective jurisdictions. Unless otherwise agreed to, all these expenses shall be paid by the responding locality/agency, which normally employs such employees. Each locality/agency shall be responsible for following local workers compensation protocol for its employees.

- H. This Agreement is in addition to and is not meant to rescind, supersede, or replace any previous written agreements and oral understandings relating to the provision of mutual aid for fire and rescue and emergency medical services between and among the parties.

This Agreement is not intended to rescind, supersede, or replace any automatic mutual aid agreements or financial agreements for fire and rescue and emergency medical services between and among the parties.

- I. Any of the parties hereto may withdraw from this Agreement by giving thirty (30) days written notice to that effect to the other parties at the addresses shown on the signature pages. Any notice shall be effective if given by registered or certified mail, return receipt requested, or by other receipted delivery.

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## Job Action Sheet 004

COVID-19 Contact Case Manager

<b>Mission:</b>	To support operational activities during the COVID-19 response; to conduct contact interviews using the Crater Modified Contact Interview script; to effectively communicate the purpose of conducting close contact tracing; to help reduce worry, stigma and anxiety; and communicate additional resource needs to the COVID-19 Lead Investigator
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### Operation

- Communicate with the COVID-19 Lead Investigator routinely to obtain assignments and coordinate work load/capacity
- Document attempts to contact the close contacts in the Contact Tracing (Case Contact Manager) Google Sheets
- Conduct close contact interview using the Crater Modified Contact Interview script
- Explain isolation/quarantine agreement
- Obtain verbal consent
- Issue quarantine agreement if it is needed for their place of employment (fax, email, or snail mail)
- Answer questions appropriately during interview (if you do not know an answer, communicate that to the COVID-19 Floater)
- Routinely follow-up with the assigned contacts (mid-point, and last day of monitoring period)
- Issue a release from isolation/quarantine letter at the end of their isolation/quarantine if it is needed for their place of employment (fax, email or snail mail)
- Communicate the need for additional resources to the COVID-19 Floater
- Handle VDH issued equipment appropriately and use only for the purpose of this response
- Maintain Google Sheets
- Adhere to Health Insurance Portability and Accountability Act (HIPAA) policies



**COMMONWEALTH of VIRGINIA**  
**Department of Health**

**BUSINESS ASSOCIATE AGREEMENT**

**PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION**

**THIS BUSINESS ASSOCIATE AGREEMENT** is made as of April 10, 2020, by the Crater Health District (herein referred to as "Covered Entity"), with office at 301 Halifax Street, Petersburg, Virginia 23803 and County of Dinwiddie (here in referred to as "Business Associate"), a corporation, department or other entity with office at 14010 Boydton Plank Road, Dinwiddie, Virginia 23841.

This BUSINESS ASSOCIATE AGREEMENT (herein referred to as the "Agreement") constitutes a non-exclusive agreement between the Covered Entity, which administers health services, and the Business Associate named above; and is subject to the approval of the board of supervisors.

The Covered Entity and Business Associate have entered into this Business Associate Agreement to comply with the Health Insurance Portability and Accountability Act (HIPAA). The parties signing this Agreement shall comply fully with the provisions of the HIPAA Rules.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

I. Definitions.

As used in this contract, the terms below will have the following meanings:

- a. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean County of Dinwiddie.
- b. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean County of Dinwiddie.
- c. Protected Health Information (PHI): Any information that is created or received by a Covered Entity that relates to the past, present, or future physical or mental health or condition of an individual, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

d. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

## II. Obligations and Activities of Business Associate

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information, as required at 45 C.F.R. 164.410.
- d. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- e. Report to the Covered Entity any security incident of which it becomes aware.
- f. Business Associate shall notify the Covered Entity of a breach of unsecured PHI on the first day on which such breach is known by Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach, or as soon as possible following the first day on which Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach should have known by exercising reasonable diligence of such breach. Notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach. Business Associate shall also provide the Covered Entity with any other available information at the time Business Associate makes notification to the Covered Entity or promptly thereafter as information becomes available. Such additional information shall include (i) a brief description of what happened, including the date of the breach; (ii) a description of the types of unsecured PHI that were involved in the breach; (iii) any steps the Business Associate believes individuals should take to protect themselves from potential harm resulting from the breach; and (iv) a brief description of what Business Associate is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches.

For purposes of this paragraph, unsecured PHI means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the U.S. Secretary of Health and Human Services.

- g. Business Associate agrees to provide access, at the request of Covered Entity to Protected Health Information to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, available to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining compliance with the HIPAA Rules.
- i. Business Associate agrees to document and provide to Covered Entity such disclosures of Protected Health Information and information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- j. Make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the covered entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.

### III. General Use and Disclosure Provisions

- a. Business Associate may only use or disclose Protected Health Information as provided in the underlying Agreement.
- b. Business Associate may use or disclose Protected Health Information as required by law.
- c. Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- d. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
- e. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

### IV. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent

that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. Permissible Request by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VI. Termination

Either party may terminate this Agreement immediately if it determines that the other party has violated a material term of this Agreement. This Agreement shall remain in effect unless terminated for cause with immediate effect, or until terminated by either party with not less than thirty (30) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement before the effective date of termination.

VII. Effect of Termination

Upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. 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. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction of Protected Health Information infeasible. Upon agreement that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VIII. Amendment

Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the parties shall work in good faith to amend this Agreement in such manner as is necessary to comply with such law or regulation. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement by written notice to the other.

EACH PARTY has caused this Agreement to be properly executed on its behalf as of the date first above written.

For: Crater Health District

For: County of Dinwiddie

BY: \_\_\_\_\_  
Alton Hart, Jr., MD, MPH  
Crater District Director

BY:  \_\_\_\_\_  
W. Kevin Massengill  
County Administrator

DATE: \_\_\_\_\_

DATE: 4.17.2020