



# BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, April 25, 2018  
10:00 a.m. - Room 308

## BOARD MEETING AGENDA

---

### CALL TO ORDER/FLAG SALUTE

### MINUTES:

Minutes, April 18, 2018 Board meeting.  
Minutes, April 18, 2018 Work Session

### VISITOR COMMENTS - 5 MINUTE LIMIT

### CONSENT AGENDA:

- (A) Ratify the Select to Pay for the week of 04.23.18.
- (B) Approve Personnel Action for Jan Greenhalgh.
- (C) Resolution No. 14-2018, (Grant Document Resolution) "In the Matter of the Application of Columbia County to Participate in the Assessment and Taxation Grant".

### AGREEMENTS/CONTRACTS/AMENDMENTS:

- (D) Ratify C21-2018: Business Associate Agreement with EC Data Systems, Inc and authorize Michael Paul to sign.

### DISCUSSION ITEMS:

### COMMISSIONER HEIMULLER COMMENTS:

**COMMISSIONER MAGRUDER COMMENTS:**

**COMMISSIONER TARDIF COMMENTS:**

**EXECUTIVE SESSION:**

*Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Application of )  
Columbia County to Participate in ) RESOLUTION NO. 14-2018  
the Assessment and Taxation Grant ) (Grant Document Resolution)

WHEREAS, Columbia County is applying to the Department of Revenue in order to participate in the Assessment and Taxation Grant. This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312 and other laws requiring equity and uniformity in the system of property taxation; and

WHEREAS, Columbia County has undertaken a self-assessment of its compliance with the laws and rules which govern the Oregon property tax system; and

WHEREAS, Columbia County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312 and other laws requiring equity and uniformity in the system of property taxation, and

WHEREAS, Columbia County designates Jennifer Cuellar-Smith, phone number (503) 397-7252, ([jennifer.cuellar@co.columbia.or.us](mailto:jennifer.cuellar@co.columbia.or.us)) as the county contact person for this grant document;

NOW, THEREFORE, IT IS HEREBY RESOLVED Columbia County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$2,124,777.00, the total expenditure amount for consideration in the grant. If 100 percent is not appropriated, no grant shall be made to the County for the quarter in which the County is out of compliance.

DATED at St. Helens, Oregon, this \_\_\_\_\_ day of April, 2018.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Margaret Magruder, Chair

By: \_\_\_\_\_  
Henry Heimuller, Commissioner

Approved as to form:

By: \_\_\_\_\_  
Office of County Counsel

By: \_\_\_\_\_  
Alex Tardif, Commissioner



# Form 1 Grant Application Staffing

201 -201

	Column 1 Approved FTE current year (201 -1 )	Column 2 Budgeted FTE coming year (201 -1 )	Column 3 Change (Column 2 less Column 1)
County <u>COLUMBIA</u>			
<b>A. Assessment administration</b>			
Assessor, deputy, etc. ....	1.	2.00	0.2
Assmt. support staff, deed clerks and data entry staff	3.00	3.00	0.00
Total assessment administration staff .....	4.	.00	0.2
<b>B. Valuation and appraisal staff</b>			
Chief appraisers/appraiser supervisor .....	0.2	1.00	0.
Lead appraisers.....	0.00	0.00	0.00
Residential appraisers .....	3. 0	2.3	(1.1 )
Commercial/industrial appraisers .....	0. 0	0. 0	0.00
Farm/forest/rural appraisers.....	1. 0	1.00	(0. 0)
Manufactured structure/floating structure appraisers	0.1	0.1	0.00
Personal property appraisers.....	0.10	0.2	0.1
Personal property clerks.....	0.2	0.00	(0.2 )
Sales data analyst.....	0.	0.	0.00
Data gatherers and appraisal techs.....	0.00	0.00	0.00
Total valuation and appraisal staff .....	.00	.00	(1.00)
<b>C. Board of Property Tax Appeals (BoPTA)</b>	0.0	0.0	0.00
<b>D. Tax collection and distribution administration</b>			
Administration, deputy, etc.....	0. 0	0. 0	0.00
Support and collection .....	0.	0. 3	0.14
Tax distribution .....	0.13	0.2	0.14
Foreclosure and garnishment.....	0.1	0.30	0.1
Total tax collection and distribution .....	1.	2.30	0.43
<b>E. Cartography and GIS administration</b>			
Cartographic/GIS supervisor.....	0.00	1.00	1.00
Leadcartographers .....	0.00	0.00	0.00
Cartographers.....	0.	0.00	(0. )
GIS specialists.....	0. 0	0. 0	0.00
Total cartographic and GIS staff .....	1.2	1. 0	0.2
<b>F. Dedicated IT services for A&amp;T</b>	0.40	0.40	0.00
<b>G. Total assessment and taxation staffing</b>	1 .3	1 .2	(0.0 )



## Form 2 Explanation of Staffing Issues

201 -201

County COLUMBIA

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than those reported on Form 1, Section B, note that here and include the FTE.

One appraisal position has been vacant since mid-February and has not been filled due to budget projections. Instead, a review of current assessment priorities has resulted in restructuring of some positions within the office. While 1.00 FTE has been reduced from the appraisal staff, another 1.00 FTE Appraiser position will be changed to an Appraisal Supervisor, the Cartographer/GIS Programmer position will be changed to a GIS Program Manager and there will be a . 0 FTE GIS Technician position added. These changes should not impact valuation goals as technology has increased appraisal production.

In the Tax Office, we have added .43 FTE position and reduced the temps we hire through a temp agency.



# Form 3 General Comments

201 -201

County COLUMBIA

Use this form to describe any issue in your budget that needs further clarification. Examples include significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personnel services, costs for mapping, etc. You can also use this form to document any miscellaneous comments about this grant application.



# Form 4 Valuation and Appraisal Resources

201 -201

County <u>COLUMBIA</u>	Number of accounts by activity		Number of FTE by activity	
Activities	Actual (201 -1 )	Estimated (201 -1 )	Actual (201 -1 )	Estimated (201 -1 )
<b>1. Real property exceptions, special assessments and exemptions</b>				
New construction.....	4	0	1.1	1.2
Zone changes.....	2		0.0	0.01
Subdivisions, segregations, and consolidations..	43	00	0.44	0. 0
Omitted properties .....			0.01	0.01
Special assessment qualification and disqualification		0	0.11	0.10
Exemptions.....	3	40	0.04	0.04
Subtotal.....	1,2	1,3 0	1. 1	1. 1
<b>2. Appeals and assessor review</b>				
Assessor review and stipulations .....	0	0	0.04	0.04
BOPTA .....	42	40	0.30	0.2
Department of Revenue.....	0	0	0.00	0.00
Magistrate Division of the Oregon Tax Court.....	0	0	0.00	0.00
Regular Division of the Oregon Tax Court .....	0	0	0.00	0.00
Subtotal.....	102	100	0.34	0.33
<b>3. Real property valuation</b>				
Physical reappraisal.....	,333	3, 00	3.	2.40
Recalculation only—no appraisal review .....	22,0 3	23, 0	0.1	0.1
Subtotal.....	2 ,3	2 ,3 0	3. 1	2.
<b>4. Business personal property (returns mailed) .....</b>				
	1,14	1,200	0.23	0.2
<b>5. Ratio .....</b>				
			0. 0	0. 0
<b>6. Continuing education .....</b>				
			0.10	0.10
<b>7. Other valuation—appraisal activity .....</b>				
			0.11	0.1
<b>8. Total valuation and appraisal staff (FTE) .....</b>				
			.00	.00



# Form 5 Tax Collection and Distribution Work Activity

201 -201

County COLUMBIA

**Number of accounts  
by activity**

Actual (201 -1 )	Estimated (201 -1 )
---------------------	------------------------

**1. Number of accounts requiring roll corrections**

Business personal property .....	33	20
Personal property manufactured structures .....	0	0
Real property .....		3 0

**2. Number of accounts requiring a refund**

Business personal property .....	1	
Personal property manufactured structures .....		0
Real property .....	310	2 0

**3. Number of delinquent tax notices sent**

Business personal property .....	4	3
Personal property manufactured structures .....	2 4	34
Real property .....	2,1	2,100

**4. Number of foreclosure accounts processed**

Real property only .....	2	3
--------------------------	---	---

**5. Number of accounts issued redemption notices**

Real property only .....	14	20
--------------------------	----	----

**6. Number of warrants .....**

	221	200
--	-----	-----

**7. Number of garnishments.....**

	0	2
--	---	---

**8. Number of seizures .....**

	0	0
--	---	---

**9. Number of bankruptcies.....**

	31	2
--	----	---

**10. Number of accounts with an address change processed .....**

	,3	, 00
--	----	------

**11. How many second trimester statements do you mail? .....**

0

**12. How many third trimester statements do you mail? .....**

0

**13. Does the county contract for lock box service?.....**

Yes  No

**14. Does the county use in-house remittance processing? .....**

Yes  No

**15. Is tax collecting combined with another county function? .....**

Yes  No

If yes, describe that function on Form 2.





**Form 6**  
**Assessment and Administrative**  
**Support and Cartography**  
**Work Activity**

**201 -201**

County COLUMBIA

**Assessment and administrative support  
work activity**

	<u>Numbers by activity</u>	
	<u>Actual</u> (201 -1 )	<u>Estimated</u> (201 -1 )
<b>1. Number of deeds worked</b> .....	2, 44	3,000

**Cartography work activity**

	<u>Numbers by activity</u>	
	<u>Actual</u> (201 -1 )	<u>Estimated</u> (201 -1 )
<b>1. Number of new tax lots</b> .....	13	200
<b>2. Number of lot line adjustments</b> .....	10	200
<b>3. Number of consolidations</b> .....	0	300
<b>4. Number of new maps</b> .....	3	3
<b>5. Number of tax code boundary changes</b> .....	2	2



# Form 7 Summary of Expenses

201 -201

County COLUMBIA

Current operating expenses	A. Assessment Administration	B. Valuation	C. BOPTA	D. Tax Collection & Distribution	E. Cartography*	F. Dedicated IT services for A&T	Totals
1. Personnel services	44 ,	4 , 3	, 4	21 , 3	1 1,	4 ,	1, 44,34
2. Materials and services	,0 3	,4	4,400	11 , 3	3 ,2	1 ,3 4	4 ,
3. Transportation	00	1 ,4 4	0	00	0	0	1 , 4
4. Total current operating expenses (Total direct expenses)	0 ,2	33,	12, 4	340,1	210,2 2	21 ,223	2,023,

\* Include approved grant funding for ORMAP

### Indirect expenses

5. Total direct expenses (line 4) .....	2,023,
6. If you use the 5 percent method to calculate your indirect expenses, enter 0.05 in this box. ....	0.0
<b>Total indirect expenses</b> (line 5 multiplied by line 6) .....	101,1 0
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box.....	0.00000
<b>Total indirect expenses</b> (line 6A multiplied by the direct expense amount for the category/categories that your certificate allows) .....	0
7. <b>Total indirect expenses</b> .....	101,1 0

### Capital outlay

Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	Data Processing Support (IT, AT)	Total capital outlay without regard to limitation
0	0	0	0	0	0	0
9. Total direct and indirect expenses (sum of lines 4 and 7) .....						
2,124,						
10. Direct and indirect expenses multiplied by 0.06 .....						
12 ,4						
11. The greater of line 10 or \$50,000.....						
12 ,4						
12. Capital outlay (the lesser of line 8 or line 11) .....						
0						
13. Total expenditures for CAFFA consideration (sum of lines 4, 7, and 12).....						
2,124,						

# Form 8

## Grant Application Resolution

COLUMBIA County is applying to the Department of Revenue to participate in the County Assessment Function Funding Assessment Program.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

COLUMBIA County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. The County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and all requiring equity and uniformity in the system of property taxation.

COLUMBIA County agrees to appropriate budgeted dollars based on 100 percent of the expenditures certified in the grant application. The total expenditure amount for consideration in the grant is \$2,124,. If 100 percent isn't appropriated, no grant shall be made to the county for each quarter in which the county is out of compliance.

**The County designates** the following individual as the contact for this grant application.

<u>JENNIFER CUELLAR</u>	<u>( 03) 3 - 2 2</u>	<u>jennifer.cuellar@co.columbia.or.us</u>
Name	Phone	Email

### County Approval

By selecting the "I Accept" checkbox, you are signing this Resolution electronically and certifying the Resolution has been approved by the board. You agree your electronic signature is the legal equivalent of your manual signature.

I Accept

\_\_\_\_\_  
Chair/Judge or Appointee

\_\_\_\_\_  
Title

\_\_\_\_\_  
Sign Date

**RACIAL AND ETHNIC IMPACT STATEMENT**

**This form is used for informational purposes only and must be included with the grant application.**

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons<sup>1</sup> in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

- 1.  The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 2.  The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 3.  The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this \_\_\_\_ day of April, 201, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Printed Name: MARY ANN GUESS

<sup>1</sup> "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

## BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective this 6 day of March, 2018 by and between COLUMBIA COUNTY with its principal place of business at 230 STRAWST, ST HELENS, OR ("Covered Entity"), and EC Data Systems, Inc., a Colorado corporation with its principal place of business at 313 Inverness Way South, Suite 110, Englewood, CO 80112 ("Business Associate"), (individually, a "Party" and collectively, the "Parties").

### WITNESSETH:

WHEREAS, Covered Entity and Business Associate have entered into a documented agreement and/or other arrangement (collectively, the "Services Agreement") pursuant to which Business Associate provides products and/or services to Covered Entity ("Services") that may require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, Business Associate will require access to Protected Health Information ("PHI") in connection with providing the Services to the Covered Entity under the Services Agreement; and

WHEREAS, Covered Entity and Business Associate desire to enter into this Agreement to reflect their mutual understanding of the use, disclosure and general confidentiality obligations of Business Associate as it relates and applies to the Services Agreement, as well as to allow Covered Entity to fully comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, the "Privacy Rule" (45 CFR Parts 160 and 164, subparts A and E) and the "Security Rule" (45 CFR Part 164, subparts A and C), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and the January 2013 Omnibus Rule (collectively "HIPAA") and the various statutes and regulations that may amend, alter or expand the scope of HIPAA.

THEREFORE, in consideration of the Parties' continuing obligations involved in the purchase and sales of Services, compliance with the HIPAA Security and Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

### I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the

provisions of this Agreement shall control; provided, however, obligations hereunder deriving from the Security Regulations shall be applicable to the Parties as of the Security Regulations Effective Date.

The term "Protected Health Information" or "PHI" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" or "E-PHI/e-PHI" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, or any other business relationship between the Parties, or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule, as amended by the HITECH act, and the January 2013 Omnibus Rule ("HIPAA"), as well as any statutes or regulations that may amend, alter, or expand the scope of HIPAA.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware within forty-eight (48) hours of discovery. Such notification to include: the nature of the non-permitted use or disclosure, identification of the Protected Health Information used or disclosed, and if possible, the identity of the person/entity who improperly received the non-permitted disclosure. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" is as defined at 45 C.F.R. Part 164, Subpart D (the "Breach Notification Rule"). In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(f) Covered Entity agrees:

- i. That it is the sole responsibility of Covered Entity to ensure that appropriate mechanisms, as provided by Business Associate, are used to secure Protected Health Information while in transit from Covered Entity to Business associate or from Business Associate to Covered Entity, including, without limitation, to utilize secure transport methods and not to utilize their account in such a way as to send or receive Protected Health Information via unencrypted email transport.
- ii. That Business Associate will have no responsibility for any unauthorized use or disclosure of Protected Health Information that occurs while the information is in transit from Business Associate to Covered Entity or from Covered Entity to Business Associate.
- iii. The obligations of Covered Entity under this Section '(f)' shall survive the expiration, termination, or cancellation of this Agreement, and/or the business relationship of the Parties, and shall continue to bind Covered Entity, its agents, employees, contractors, successors, and assigns as set forth herein.

### III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule.



#### IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, either Party shall have the right to terminate this Agreement immediately if that Party determines that the other Party has violated any material term of this Agreement. If Party reasonably believes that the other Party will violate a material term of this Agreement and, where practicable, Party gives written notice to the other Party of such belief within a reasonable time after forming such belief, and the other Party fails to provide adequate written assurances to Party that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Party shall have the right to terminate this Agreement and any other agreement between the Parties immediately.

#### V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Parties under this Section shall survive the expiration, termination, or cancellation of this Agreement, and/or the business relationship of the Parties, and shall continue to bind Parties, their agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law provisions, and the Parties hereby consent and attorn to the exclusive jurisdiction of such State and agree that all disputes shall be tried in the State of Colorado in the County of Arapahoe.

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this

Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, such Party shall notify the other party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

COVERED ENTITY:

COLUMBIA County, OR  
230 STRAND ST.  
ST. HELENS, OR 97051

BUSINESS ASSOCIATE:

EC Data Systems, Inc.  
313 Inverness Way South  
Suite 110  
Englewood, CO 80112

By: 

By: \_\_\_\_\_

Print Name: MICHAEL PAUL

Print Name: \_\_\_\_\_

Title: PUBLIC HEALTH  
DIRECTOR

Title: \_\_\_\_\_