

**LETTER OF AGREEMENT**

**AND NOW** this \_\_\_ day of \_\_\_\_\_, 2017, **Service Access and Management, Inc.**, whose principle place of business is 19 North Six Street, Reading, PA 19601 (hereinafter referred to as "SAM, Inc.") and the **Wellsboro Area School District**, (School), whose principle place of business is 227 Nichols Street, Wellsboro, PA 16901, enter into the following agreement regarding liaison and other appropriate agency services to be offered in support of the Student Assistance Program Core Team(s).

**WHEREAS**, the Pennsylvania General Assembly has through Act 211 of 1990 (Section 4(2)g) expressed its intent to provide appropriate counseling and support services to students who experience problems related to the use of drugs, alcohol or dangerous controlled substances; and

**WHEREAS**, the General Assembly has requested and received from the Secretary of Education a plan requiring each school district to establish and maintain said counseling and support services for its students; and

**WHEREAS**, that plan identified the Student Assistance Program as the proper vehicle to deliver that counseling and student support; and

**WHEREAS**, the effectiveness of the Student Assistance Program is dependent on the cooperation and special services available through local provider agencies; and

**WHEREAS**, this is a joint initiative between the county Drug and Alcohol and Mental Health programs to render services to Student Assistance Program School District Teams;

**NOW THEREFORE**, desiring to cooperate and to coordinate their resources in behalf of the efforts of the Student Assistance Program Core Team(s), the parties mutually agree to the following responsibilities of SAM and the School District:

**I. Effective Date; Term.** The term of this Agreement shall be from **July 1, 2017** to **June 30, 2018**.

*Attachment X-1C*

**II. Health Insurance Portability and Accountability Act (HIPAA).** SAM, Inc. may make available and/or transfer to the Contractor certain Protected Health Information (PHI), in conjunction with goods or services that are being provided by the Contractor to or on behalf of SAM and/or the County, this is confidential and must be afforded special treatment and protection in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Regulations at 45 CFR Parts 160-164 and any subsequent requirements, where applicable.

**III. Responsibilities of SAM:**

**A.** Designate specific staff to render the following liaison arrangements and service provisions to SAP School District Teams:

**1. Designated Liaison:**

SAM, Inc. will rotate liaisons among teams so that all teams have the benefit of SAM Inc.'s various staff strengths. These liaisons will be assigned to serve for the school year. The liaisons information will be mailed to the superintendent of the school district at the beginning of the school year. The Superintendent will notify SAM, Inc. that the identified liaisons are satisfactory.

The designated liaison(s) will attend the regularly scheduled team meetings unless a related work assignment within SAM, Inc. requires his/her immediate priority attention (i.e., court testimony, crisis intervention assignment, etc.) or unless he/she is on vacation, sick leave or other short term absence. Meetings will take place as follows:

**Wellsboro Area School District:** a minimum of two team meetings per month per team as mutually agreed upon and as requested.

In the event that a designated liaison is going to be unavailable for an extended period of time due to extended sick leave, job reassignment, etc., SAM, Inc. will assign a replacement designated liaison. This replacement will be discussed with the school Superintendent prior to an assignment being made.

**Consultation/Education Services:**

The designated liaison will provide these forms of consultation services to the Team:

Screening of Need for Services  
Explanation of Available Services  
Assisting with Referrals for Services

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### Assisting with Problem Resolution

Upon request and within the available funding resources, the designated liaison will provide in-service training/education services to the team, (either directly or by arranging for other staff). Trainings may include, but are not limited to the following:

- Introduction to Dynamics of Mental Illness
- Introduction to Dynamics of Chemical Addictions
- Introduction to Dysfunctional Families
- SAP Liaison Role

## **2. Central Assessment Referral Procedures:**

Referrals for services should be made through the SAM, Inc. Centralized Screening Coordinator according to the following steps and procedures:

- a) The SAP Liaison will be responsible to make referrals to Screening Coordinator unless otherwise arranged;
- b) If the Team Members prefer to make the referrals directly the following steps should be taken:
  - 1) Telephone call (1-800-242-5766) or (570-724-5766) or letter or office visit made by Team Member.
  - 2) Team Member should ask to speak to the Screening Coordinator.
  - 3) Team Member should provide the Screening Coordinator with as much information that is available and needed to complete a Common Application Form (CAF)
- c) Once the referral is made:
  - 1) The CAF will be assigned to a Base Service Unit Worker who will contact the student/student's family at a mutually convenient time and location to complete a basic assessment of the need for services and determine eligibility for services.
  - 3) The Base Service Unit Worker will provide or arrange for the provision of appropriate direct services which may be needed on an urgent or emergency basis.

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- 4) With the consent of the student's guardian(s), and the student (in all D&A cases, and in the case of MH consumers, age 14 or older), the County will release appropriate information back to the team to assist them in providing appropriate school-based intervention and support.
- 5) The Base Service Unit Worker will serve as the student/family's advocate as well as the broker of appropriate services.
- 6) With the consent of the student's guardian(s), and the student (in all D&A cases, and in the case of MH consumers, age 14 or older), the Base Service Unit Worker will notify the team when SAM, Inc. ends its involvement with the student/family.

### **3. Assessment Services:**

The Base Service Unit Worker will assist the student/family in accessing appropriate assessment services. Assessment services may include:

- Basic Assessment of Service Need
- Psychological Evaluation
- Assessment of Intellectual Functioning (IQ Only)
- Psychiatric Evaluation
- Chemical Dependency Evaluation  
(Vocational Assessment)

In some cases, the SAP Core Team or the Base Service Unit may identify the need for other assessment services. The assigned Base Service Unit Worker will assist the student/family in securing these evaluations within the appropriate means available to the student/family.

The Base Service Unit Worker will assist the family in completing applications for available funding for payment for these services (such as Medical Assistance, Mental Health voucher, D&A funds, etc.).

### **4. Emergency Crisis Assistance:**

SAM, Inc. handles emergencies in a variety of ways, depending on the type of emergency identified when the call is made. Medical or fire emergencies are immediately referred to 911. Requests for Emergency (Mental Health) Crisis Assistance should be made by calling 1-877-724-7142. Emergency D&A request and reports of suspected child abuse or serious neglect which indicate that a child is immediately at risk for injury are handled by the Tioga County Department of Human Services. The regulations for some service categories do

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not recognize the need for emergency referrals or services.

Emergency (Mental Health) Crisis Assistance provides crisis intervention for persons in acute emotional distress as the result of their own or a family member's mental illness or life situation. This service can be accessed directly through calling 1-877-724-7142. The on-duty Crisis Intervention Worker will assess the situation and decide appropriate action. Mobile crisis is available upon a situation being deemed unmanageable through Telephone Crisis or Walk-in Crisis. Mobile crisis can be utilized by schools and other community based programs to assess an individual experiencing mental health crisis. In providing off-site intervention, the potential risk to staff and community residents must be considered. When appropriate, police officers may be used to secure the off-site location, removing any weapons from persons in crisis, etc. Walk-in crisis is available to any Tioga County resident experiencing a mental health crisis during the hours of 8:30 a.m. – 4:30 p.m. The Walk-in crisis office is located at 63 Third Street, Suite 103 Mansfield, PA 16933.

After the crisis situation has been resolved with appropriate emergency services being offered, follow-up service recommendations and referrals are made by the Crisis Worker. If requested or indicated by the need for service, a referral is made during the next business day to the Centralized Screener Coordinator.

### **5. Provisions for Treatment and After Care:**

Treatment Services will be offered by the Base Service Unit to SAP referrals as indicated in Section A.2. above. SAP referrals will be considered for all eligible and appropriate services available by direct service offered within Tioga County, provided by the County through Purchase of Service contracts, or through other community agencies. A complete listing of area services is available through HelpLine, an Information and Referral HotLine. The Tioga County Department of Human Services maintains a catalog of human services available in Tioga County.

After care services are arranged for, or provided directly according to the plan developed by the Base Service Unit, and the service delivery professionals providing services directly to the student/family. The Base Service Unit is responsible for the coordination and brokering of these services.

### **6. Other Services or Conditions in Support of SAP**

**A.** SAM, Inc. is committed to the early identification of needs for human services, especially as they impact on a young person's family life and educational experience. SAM, Inc. expresses this commitment in a tangible way by providing the above services in support of SAP in Tioga County schools. As SAM, Inc. becomes aware of the availability of funding or other services which

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might be useful in support of SAP, SAM, Inc. will notify SAP personnel and cooperate with them to secure these resources on behalf of the children, youth and families we serve.

**B.** Retain and monitor copies of letter of agreements, between each agency and school district within the county.

**C.** Provide representation with decision making authority, at SAP Coordination Team meetings.

**D.** Facilitate and/or utilize the following Conflict Resolution Process to resolve local issues:

**Step 1** District Core Team and Local Provider Agency

**Step 2** School Building Administrator and Administrator of Local Provider Agency

**Step 3** School District Central Office Administrator, Tioga County Department of Human Services Administrator

**Step 4** Regional Coordinator(s), School District Superintendent, and OMH Area Office Community Program Manager or Office of Drug and Alcohol Programs' Representatives

**Step 5** Interagency Planning Committee

**Note: The personnel indicated at each STEP does not preclude the inclusion of other individuals involved with the Student Assistance Program.**

**E.** Foster cooperation between SAP and CASSP in working with children.

**F.** Review SAP program outcomes with SAP program staff.

**G.** Foster cooperation between SAP and the Intermediate Unit #17 interagency coordinator.

**H.** Provide in-service training annually to the school districts, as requested, on programs that provide preparation for teaching prevention of alcohol, chemical, and tobacco abuse.

**IV. Responsibilities of the School District:**

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- A.** Develop an appropriately staffed core team for each building in which SAP will be instituted and ensure that team members attend all required training.
- B.** Establish at least two common team meetings per month (expected meeting time is 80 minutes) for trained core team members and provide time for team maintenance activities at least twice a year.
- C.** Provide information for new teachers and substitute teachers as part of the regular induction process. The information should inform faculty and support staff about the components of SAP and explain the procedures for making referrals to the core team.
- D.** Update the school board on SAP activities on a regular basis.
- E.** Develop guidelines on how caretakers/guardians and other caretakers of children will become involved in the SAP process.
- F.** Provide non-clinical, school-based intervention and aftercare groups with trained facilitators within one calendar year of completion of the initial SAP training. Students returning from in-patient treatment should receive these services at least one period per week. Group facilitators must attend a group facilitator training, with an emphasis on adolescent issues, prior to conducting groups. All groups conducted in the school should be co-facilitated by at least one school person.
- G.** Agree to utilize the Conflict Resolution process as outlined in: **III.6.D. Responsibilities**, if problems occur between service provider agencies and the school district.
- G.** Submit annual data on the Aggregate Student Tracking Form and other information regarding the Student Assistance Program, as requested by the Commonwealth.

### **V. Joint Responsibilities:**

- A.** Agree to work cooperatively to avoid any duplication of services.
- B.** Agree to comply with State and Federal Mental Health confidentiality regulations when a student is referred for treatment by the Student Assistance Program (SAP).
- C.** Agree to submit reporting forms to respective state agencies as required.

This Agreement constitutes the entire Agreement between Service Access and

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Management, Inc. and the Wellsboro Area School District. However, it may be amended in writing, with the consent of both parties, duly authorized and executed and attached to the original agreement.

**IN WITNESS WHEREOF**, Service Access and Management, Inc. and the Wellsboro Area School District have caused this Agreement to be executed by their duly authorized officials as of the date set forth in the heading.

SCHOOL DISTRICT:

SERVICE ACCESS AND MANAGEMENT, INC.:

\_\_\_\_\_  
Superintendent Date

\_\_\_\_\_  
Nan Haver Date  
President

\_\_\_\_\_  
School Board President Date

\_\_\_\_\_  
Lori Hartman Date  
Chief Operations Officer



## HIPAA BUSINESS ASSOCIATE ADDENDUM TO PROVIDER CONTRACT

This Addendum (“Addendum”) is effective on the 1<sup>st</sup> day of July, 2017 and upon execution by both parties, and amends and is made part of the Agreement identified below (“the Agreement”) by and between the individual or entity named below (“Covered Entity”) and Provider (“Business Associate”) (collectively, the “Parties”).

The Parties acknowledge and agree that the named Business Associate in this Addendum is a “Business Associate” of Covered Entity as that term is defined by the Health Insurance Portability and Accountability Act and its implementing regulations (45 C.F.R. Parts 160-164) (“HIPAA”). Capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings set forth in HIPAA, which definitions are hereby incorporated by reference.

### Definitions

#### Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### Specific definitions:

(a) Business Associate. “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 [Insert Name of Business Associate].

(b) Covered Entity. “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 [Insert Name of Covered Entity].

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Any term defined in the Purchase of Service/Letter of Agreement/Linkage Letter (the “Agreement”), including any previous amendments to the Agreement entered into by the parties from time to time, shall be given the same meaning in this Addendum; except that, in the event of a conflict between any term or provision of this Addendum and the Agreement, the term or provision of this Addendum shall control. The parties specifically agree that this Addendum supplements and/or clarifies the obligations set forth in the Agreement with respect to confidential information to the extent that such confidential information falls within the definition of “PHI” below. The parties agree to waive any applicable form of notice, notice period, effective date, or other formality or prerequisite to entering into this Addendum, except as specifically herein otherwise provided. In all other respects, except as herein specifically amended, the parties ratify and confirm that all other provisions of the Agreement remain in full force and effect.

### 1. Obligations and Activities of Business Associate.

(a) Business Associate agrees to use or disclose Protected Health Information only as permitted or required by this Addendum, Agreement or as required by law.

(b) Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

(c) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Business Associate will make such report to Covered Entity's Privacy Officer within a reasonable time after Business Associate learns of such use or disclosure not provided for by this Addendum. Business Associates are required to provide notification of an incident within 24 hours of the incident or knowledge/discovery of the incident, and shall submit requested supporting documentation within 7 business days after the initial notification.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, that creates, receives, maintains, or transmits protected health information on behalf of the Business Associate. Covered Entity agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

(f) Business Associate agrees to make the designated record set including, but not limited to, internal practices, books, and records, policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner mutually agreed by the Parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

- i. The Business Associate, on behalf of the Covered Entity, must act on a request by an individual for access to inspect or to obtain a copy of the protected health information about the individual that is maintained in the designated record set, no later than 30 days after receipt of the request.
- ii. This includes determining if the request for access can be granted, that the request for access does not include information that is exempt from this right of access, and, if access is denied, that the Business Associate provides the individual the right to have such denials reviewed unless there are circumstances which permit the denial as noted under paragraph (a) (3) under the Privacy Act.
- iii. The Business Associate, on behalf of the Covered Entity, may extend the time to act on a request for access by no more than thirty (30) days, provided that the Business Associate provides the individual with a written statement of the reasons for the delay and the date by which the Business Associate will complete its action on the request. The Business Associate, on behalf of the Covered Entity, may have only one such extension of time for action on a request for access.

(g) Business Associate agrees to document such disclosures of Protected Health Information 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 Protected Health Information in accordance with 45 CFR § 164.528.

(h) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner mutually acceptable to the Parties, information collected in accordance with Section 1(f) of this Addendum, to permit 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.

- i. The Business Associate will provide to the Covered Entity the documentation of the information collected in accordance with Section 1(f) of this Addendum, within forty-five (45) days of the date of receipt of a request by an individual for an accounting of disclosures.
- ii. A request by the Business Associate for an extension of the time-frame to provide the documentation to the Covered Entity must be made in writing and approved before the extension is granted to ensure the notification requirements to the individual are met.

(i) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed by the Parties, 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.

(j) Business Associate agrees to make any amendment(s) to Protected Health Information that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner mutually agreed by the parties. When Covered Entity grants an Individual's request for amendment, Covered Entity shall provide a copy of the granted amendment to Business Associate's Privacy Officer within 15 days of the approval and adoption of the amendment.

(k) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s). And

(l) The Business Associate shall indemnify and hold harmless the Covered Entity of and from all claims, causes of action, fines, penalties, or liabilities arising from any violation of HIPAA and HITECH by the Business Associate.

## **2. Permitted Uses and Disclosures by Business Associate.**

Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Section 2(a) of this Addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(a) The following functions, activities or services by Business Associate shall be considered to be performed for, or on behalf of Covered Entity in Business Associate's capacity as a Business Associate: Business Associate shall provide the full array of services as stipulated in their current Agreement with the Covered Entity. Refer to current fiscal year's Agreement.

(b) Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information, in accordance with Covered Entity's minimum necessary policies and procedures, for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Addendum, Business Associate may disclose Protected Health Information, in accordance with Covered Entity's minimum necessary policies and procedures, for the proper management and administration of the Business Associate, or to carry out the legal responsibilities 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.

(d) Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).

(e) 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 in this Addendum.

### **3. Obligations of Covered Entity.**

(a) Covered Entity shall notify Business Associate of any limitation(s) 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 an 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's Privacy Officer 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.

(d) Covered Entity shall provide Business Associate with the necessary information to fulfill Business Associate's obligations under this Addendum.

### **4. Permissible Requests 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, unless otherwise noted in this Addendum.

### **5. Term and Termination.**

(a) **Term.** The Term of this Addendum shall be effective upon execution of this Addendum by both parties, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section. This Addendum shall terminate upon termination of the Agreement. The Agreement shall terminate immediately upon termination of this Addendum unless Business Associate no longer meets the criteria of a Business Associate under HIPAA. The provisions of this Addendum concerning the Business Associate's obligations under HIPAA and HITECH SHALL SURVIVE THE TERMINATION OF THIS Addendum and the Agreement without regard to whether or not the Business Associate continues to meet the criteria of a Business Associate under HIPAA.

(b) **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Addendum and the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- ii. Immediately terminate this Addendum and the Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

**(c) Effect of Termination.**

- i. Except as provided in paragraph (ii) below of this section, upon termination of this Addendum, 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 also 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.
- ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Addendum 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.
- iii. The Business Associate will continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Addendum, for as long as the Business Associate retains the protected health information.
- iv. The Business Associate will not use or disclose the protected health information retained by the Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Addendum related to permissible uses and disclosures by the Business Associate, which applied prior to termination.
- v. The Business Associate will return to Covered Entity, or if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

**(d) Cure of Non-material Breach.** Covered Entity shall provide an opportunity for Business Associate to cure a non-material breach within the time specified by Covered Entity.

**6. Miscellaneous.**

**(a) Regulatory References.** A reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.

**(b) Amendment.** The Parties agree to take such action as is necessary to amend this Addendum in writing from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, or any other applicable law. No oral modifications of this Addendum shall be permitted; all written modifications shall be signed by both parties hereto.

**(c) Survival.** The respective rights and obligations of Business Associate under Section 5(c) of this Addendum shall survive the termination of this Addendum.

**(d) Interpretation.** Any ambiguity in this Addendum or between this Addendum and the Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule. Any conflict between terms of this Addendum and the Agreement shall be resolved so that the terms of this Addendum supersede the relevant terms of the Agreement.

**(e) Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one binding agreement.

(f) **Response to Subpoenas.** In the event that Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party arising out of or in connection with this Addendum or the Agreement, including, but not limited to, any unauthorized use or disclosure of Protected Health Information or any failure in Business Associate’s security measures, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity and afford Covered Entity the opportunity to exercise any rights it may have under law.

(g) **Severability.** The provisions of this Addendum shall be severable, and if any provision of this Addendum shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Addendum shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained.

(h) **Identifying Information.**

Legal Business Name of Covered Entity: SERVICE ACCESS & MANAGEMENT, INC.

Address: 118 Main Street, Wellsboro, PA 16901

Name of Agreement(s): Wellsboro Area School District, 227 Nichols Street, Wellsboro, PA 16901

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum on the last date written below.

Business Associate: Wellsboro Area School District

Covered Entity: Service Access & Management, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: **Nan Haver**

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

Title: President/CEO

Date:

Date: