

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) is entered into by and between San Bernardino County on behalf of Arrowhead Regional Medical Center ((hereinafter “Covered Entity” or “CE”) and Becton, Dickinson and Company, on behalf of itself and on behalf of its affiliates and subsidiaries (hereinafter “Business Associate” or “BA” or “BD”). This Agreement is effective as of the date fully executed.

RECITALS

WHEREAS, Covered Entity and Business Associate will enter into or have entered into one or more written contracts pursuant to which CE will disclose to BA certain information, including Protected Health Information (“PHI”) (“Underlying Contract(s)”); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, the Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and as contained in this Agreement; and

WHEREAS, pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy and Security of PHI set forth at 45 C.F.R. sections 164.530 (Administrative Requirements), 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA; and

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree that the terms and conditions of this Agreement, as further set forth below, shall apply to the services provided by BA under the Underlying Contract(s):

A. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. **Breach** shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and includes the definition set forth in 22 California Code of Regulations (C.C.R.) § 79901(b).

2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103, and includes the definition set forth in 22 C.C.R. § 79901(c).
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. Detect(ed) shall have the same meaning given to such term under 22 C.C.R. § 79901(f).
6. Discover shall have the same meaning given to such term under 45 CFR 164.404.
7. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
8. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.
9. Medical Information shall have the same meaning given to such term under 22 C.C.R. § 79901(l).
10. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
11. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE, and includes Medical Information.
12. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
13. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

- i. CE shall disclose PHI to BA for the purposes and activities related to, arising from, or undertaken in furtherance of the Underlying Contract(s), including but not limited to the administrative, operation, or compliance-related functions necessary to fulfill the intent and objectives of the Underlying Contract(s).
- ii. BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making

any other disclosures, BA must obtain a written authorization from the Individual.

- iii. If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]
- iv. Solely to the extent permitted by 45 C.F.R. §164.514, Business Associate may de-identify PHI and use such de-identified PHI as permitted by law and in a manner that would not violate the HIPAA Rules and this Agreement.

2. Prohibited Uses and Disclosures

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

3. Appropriate Safeguards

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]
- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.
- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

5. Reporting of Improper Access, Use or Disclosure or Breach

Every Breach of Unsecured PHI, Security Incident, or Improper Use or Disclosure shall be reported immediately, but no later than ten (10) calendar days upon Discovery, to CE's Office of Compliance. Upon discovery of a Breach, BA shall complete, to the extent required by law, the following actions:

- i. Provide CE's Office of Compliance with the following information to the extent required by 45 C.F.R. § 164.404(c) and California law and to the extent available:
 - a) Name and address of the facility where the breach occurred;
 - b) Date and time the Breach occurred;
 - c) Date and time the Breach was Discovered;
 - d) Names and contact information of the persons who performed the Breach, witnessed the Breach, used the PHI, or the person to whom the disclosure was made, to the extent known;
 - e) Name of patient(s) affected;
 - f) Number of potentially affected Individual(s) with contact information;
 - g) Description of how the Breach allegedly occurred; and
 - h) Description of the PHI that was Breached, including the nature and extent of the PHI involved, including the types of individually identifiable information and the likelihood of re-identification.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of Discovery of the Breach to endeavor to determine the following:
 - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - b) The unauthorized person who had access to the PHI;
 - c) Whether the PHI was actually acquired or viewed; and
 - d) The extent to which the risk to PHI has been mitigated.
- iii. Provide a confidential summary of completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of Discovery of the Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.

- a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
 - b) If a Breach has occurred and notification to the Individual(s) is required, BA agrees to provide CE with the name and contact information, to the extent known, of affected Individual(s), so that CE can provide notification.
 - c) The risk assessment and investigation documentation provided by BA to CE shall, at a minimum, include a description of any corrective or mitigation actions taken by BA.
- iv. Make available to governing State and Federal agencies in a time and manner designated governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach for the purposes of audit or should the governing State and Federal agency reserve the right to conduct its own investigation and analysis.
 - v. No report shall be required for unsuccessful attempts at unauthorized Access, Use, Disclosure, modification, or destruction of PHI or unsuccessful attempts at interference with systems operations in an information system, which shall include, but not be limited to, pings and other broadcast attacks on BA's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to BA's information systems, unless such incident appears to be an attempt to obtain unauthorized access, use or disclosure of CE's electronic PHI.

6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within fifteen (15) calendar days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately instruct the Individual to contact CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, within thirty (30) days.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to

disclosures made for purposes of Treatment, Payment, and Healthcare Operations . BA shall provide an accounting of disclosures to CE or an Individual within thirty (30) days. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for a period of no less than six (6) years from the date of the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

This Agreement is effective as of the date fully executed and until the earlier of (1) it is terminated by either party or (2) expiration or termination of the final remaining Underlying Contract(s). Either party may terminate this Agreement with at least thirty (30) days written notice to the other party. Notwithstanding anything in the foregoing, this Agreement may not be terminated by either party if the Underlying Contract(s) is in effect and federal law requires this Agreement for the provision of the services by BA under the Underlying Contract(s). CE may also immediately terminate this agreement, if BA has breached a material term of this Agreement and has failed to reasonably cure the breach within thirty (30) business days. Notwithstanding the terms of the applicable Underlying Contract(s), CE may immediately terminate the applicable Underlying Contract(s) that granted access to the PHI that was the subject of a Breach and CE shall owe no further liability to the BA other than for the payment for the cost of services rendered prior to the termination date. In no event shall such termination affect any sums that accrued and became due from CE to BA (a) for services provided prior to the breach, or (b) for services provided under any agreement between the Parties that are unrelated to the Breach.

11. Effect of Termination

Upon termination of this Agreement, BA shall either destroy or return all PHI required to be retained by the BA or its subcontractors, employees or agents. If BA determines that returning the PHI is not feasible, BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. BA shall destroy PHI in a manner consistent with applicable laws and regulations. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

12. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA shall promptly notify CE of the material violation and report the violation to the Secretary of HHS if the violation cannot be cured.

13. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

14. Costs Associated to Breach

In addition to the indemnification obligations, as CE's exclusive remedy under this Agreement for a Breach, BA agrees to reimburse CE for reasonable, actual out-of-pocket costs incurred by CE to: (i) provide legally required notifications to Individuals, the Secretary, other applicable regulators, and/or the Media of a Breach of Unsecured PHI; (ii) establish a toll-free number for Individuals impacted by a Breach of Unsecured PHI for up to one (1) year; (iii) provide reasonable credit monitoring for Individuals impacted by a Breach of Unsecured PHI for up to one (1) year; and (iv) other costs that are required to be incurred under applicable state and federal laws as a result of a Breach (collectively "Breach Costs") solely to the extent such Breach Costs are directly caused by the acts or omissions of BA, including, but not limited to insufficient security of BA's computer systems or network which result in a ransomware attack or similar activities that result in a Breach.

15. Direct Liability

BA may be held directly liable under HIPAA and California law for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of PHI or ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

16. Indemnification

Each Party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other ("Indemnified Party") and its authorized officers, employees, agents and volunteers from third party claims or actions (each a "Claim") for reasonable, actual out-of-pocket losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) (collectively "Losses") to the extent such Losses are directly caused or directly result from the acts or omissions of Indemnifying Party's breach of this Agreement, a Breach of Unsecured PHI that is caused by the act or omission of the Indemnifying Party (including but not limited to insufficient security of computer systems or network which result in a ransomware attack or similar activities that result in a Breach), or failure to comply with the HIPAA Rules.

The Indemnified Party shall give prompt notice to the Indemnifying Party of any Claim for which it seeks indemnification under this Section; provided that any delay in giving notice will not excuse the Indemnifying Party's obligations under this Section, except to the extent the Indemnifying Party has been materially prejudiced by the delay. The Indemnified Party shall, at the Indemnifying Party's cost, cooperate with the Indemnifying Party in the defense and settlement of such Claim; provided, however, the Indemnified Party may employ separate counsel, at its expense, to provide or participate in the defense and (b) the Indemnifying Party shall not settle such Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed). The Indemnified Party will take reasonable actions to mitigate

Losses for which the Indemnifying Party is obligated to indemnify, defend, or hold the Indemnified Party harmless.

Indemnifying Party may contest, pay, or settle such Claim without the consent of Indemnified Party only if such settlement: (1) does not entail any admission on the part of the Indemnified Party that it violated any law or infringed the rights of any person or entity, (2) provides as the claimant's sole relief monetary damages that are paid in full by Indemnifying Party, and (3) requires that the claimant release Indemnified Party from liability alleged in the Claim.

17. Judicial or Administrative Proceedings

Intentionally Omitted

18. Insurance

Without limiting the liability of BA in this Agreement and in addition to any insurance policies required in the Underlying Contracts, during the term of this Agreement, BA shall maintain Cyber Liability Insurance with limits of \$1,000,000 per claim. The parties hereby acknowledge and agree that Business Associate may self-insure all or any portion of the required insurance.

19. Assistance in Litigation or Administrative Proceedings

Intentionally Omitted.

20. Limitation of Liability

EXCEPT FOR THIRD PARTY INDEMNIFICATION CLAIMS PURSUANT TO SECTION 16, OR A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE UNDERLYING AGREEMENT OR THIS AGREEMENT, IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY), SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

The total aggregate liability of BA for any damages under this Agreement shall not in any event exceed the greater of one million dollars (\$1,000,000) or two-times (2x) the total fees paid under the applicable Underlying Contract to which the breach relates during the 12 month period immediately preceding the event giving rise to such liability. Notwithstanding any provision providing that this Agreement is the "entire agreement," the total aggregate liability for breaches of this BAA shall be reduced by any amounts recovered under any other agreement for claims arising from a breach of PHI, including any applicable information security agreements or purchase agreements.

C. Obligations of CE

1. CE shall notify, promptly and in writing, BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
 - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
 - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
 - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

D. General Provisions

1. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief to prevent ongoing or imminent unauthorized use or disclosure of PHI as well as to exercise all other rights and remedies which CE may have under this Agreement.

2. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

3. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

4. No Third-Party Beneficiaries

Nothing express or implied in the Underlying Contract(s) or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Underlying Contract(s) or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality, privacy, and breach notification obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")), and 22 C.C.R. § 79001 et seq. If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the applicable requirements.

8. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Underlying Contract(s) and this Agreement.

9. Dispute Resolution

CE and BA agree to collaborate in good faith for problem resolution through commercially reasonable methods at the operational level as appropriate. If resolution cannot be reached, the Parties may escalate the problem resolution through the appropriate chain-of-command, as deemed necessary. Nothing in this clause shall obligate the Parties to adopt any specific resolution method or outcome, and each Party retains discretion over its internal escalation and decision-making processes.

10. Notices

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: ARMC Chief Executive Officer*

Becton, Dickinson and Company
3750 Torrey View Ct
San Diego, CA 92130
Attn: Legal Dept/BAA Compliance

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

11. Governing Law and Venue

Except where preempted by federal law, this Agreement shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. Venue shall be in the state or federal (if applicable) courts of California.

12. Assignment

Without the prior written consent of CE, this Agreement is not assignable by BA either in whole or in part which shall not be unreasonably withheld or delayed, provided that either BA may assign its rights and obligations under this Agreement without CE's consent: (i) to an affiliate; or (ii) incident to the transfer of all or substantially all of BA's

business assets, or (iii) in the event of a merger, consolidation, acquisition, or internal restructuring of BA. Notwithstanding the foregoing, in the event that BA assigns this Agreement to an entity with whom CE is legally prohibited from doing business, CE may terminate this Agreement upon written notice to BA.

13. Addendum

Intentionally Omitted.

14. Entire Agreement

This Agreement, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will. For the avoidance of doubt, this Agreement shall govern and apply to the use, disclosure, and protection of all PHI collected, received, maintained, or transmitted at any time under any and all Underlying Contract(s) between the Parties. The Parties acknowledge and agree that BA may serve as a Business Associate in connection with certain services and not others and therefore this Agreement shall apply to the extent BA is acting as a Business Associate on behalf of CE and shall not otherwise apply.

15. Counterparts

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

Signature Block Below

The undersigned affirms that he/she is a duly authorized representative of the Business Associate for which he/she is signing and has authority to execute this Agreement on behalf of the Business Associate.

SAN BERNARDINO COUNTY

Becton, Dickinson and Company

(Print or type name of corporation, company, contractor, etc.)



Dawn Rowe, Chair, Board of Supervisors

By

(Authorized signature - sign in blue ink)

Dated: _____

Name John Whalen

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

Title VP Business Development & Strategy

(Print or Type)

By _____

Deputy

Dated: _____

Address _____