

## BUSINESS ASSOCIATE AGREEMENT

This **Business Associate Agreement** (“BAA”) is entered into by and between the undersigned entity, further described and identified in the signature block (“Business Associate”), and **El Paso County** (“Covered Entity”) collectively, the “Parties”.

### RECITALS:

**WHEREAS**, the purpose of this BAA is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”) as they may be amended, 45 C.F.R. parts 160 and 164 (“the Privacy Rules”) and security standards adopted by the U.S. Department of Health and Human Services as they may be amended, 45 C.F.R. parts 160, 162, and 164 subpart C (“the Security Rule”); and the Health Information Technology for Economic Clinical Health Act of 2009, enacted as Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”) (collectively the “HIPAA Laws”); as well as Texas laws related to privacy and security of health information, including but not limited to the Texas Medical Records Privacy Act, TEX. HEALTH & SAFETY CODE ANN. Section 181.001 *et seq.*, as amended, the Texas Identity Theft Enforcement and Protection Act, TEX. BUS. & COMM. CODE Section 521.001 *et seq.*, as amended, Standards Relating to the Electronic Exchange of Health Information, 1 TEX. ADMIN. CODE Section 390.1 *et seq.*, as amended (collectively, the “Texas Laws”). (The HIPAA Laws and the Texas Laws are collectively referred to as the “Health Privacy Laws”).

**WHEREAS**, Business Associate provides services to or on behalf of Covered Entity, and such other related services which are within the scope of, and necessary to achieve the obligations and responsibilities of the Business Associate in providing services to, or performing on behalf of, Covered Entity.

**WHEREAS**, the Parties’ Service Agreement wherein Business Associate provides a service or services to Covered Entity involves the use and/or disclosure of Protected Health Information (“PHI”).

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. **DEFINITIONS.** Terms used but not otherwise defined in this BAA shall have the same meaning as the meaning ascribed to those terms in the applicable Health Privacy Laws.

1. **“Breach”** shall mean the acquisition, access, use, or disclosure of unsecured protected health information in a manner not permitted under 45 CFR §§164.500-164.534 which compromises the security or privacy of such PHI, except that the term shall not include:
  - a. an unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a covered entity or a business associate if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 CFR §§164.500-164.534;
  - b. any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity or business associate or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 CFR §§164.500-164.534; or
  - c. a disclosure of PHI where the Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
2. **“Business Associate”** shall have the meaning given to such term in 45 C.F.R. § 160.103.
3. **“Covered Entity”** shall mean **El Paso County, located at 500 E. San Antonio, El Paso, TX 79901.**
4. **“Health Privacy Laws”** shall mean the HIPAA Laws and Texas Laws related to privacy and security of health information, including but not limited to the Texas Medical Records Privacy Act, the Texas Identity Theft Enforcement and Protection Act, and their related regulations and amendments.
5. **“HIPAA”** shall mean the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. Section 1320d and any current and future regulations promulgated under HIPAA, including but not limited to 45 C.F.R. Parts 160 and 164.
6. **“HIPAA Laws”** shall mean collectively HIPAA and the HITECH Act, 42 C.F.R. Part 2 (if applicable), and their related regulations and amendments.
7. **“Individual”** shall have the meaning given to such term under the Privacy Rule, including but not limited to 45 C.F.R. Section 160.103, and a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).

8. **“Protected Health Information (“PHI”)”** is any information in any form or medium: (i) that relates to the past, present, or future physical or mental 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 (ii) 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, and shall have the meaning given to such term under the Privacy Rule, including but not limited to 45 CFR §§160.103 and 164.501. The reference to PHI is inclusive of Sensitive Personal Information (SPI) as referenced in Texas Law.
9. **“Electronic Protected Health Information (“EPHI”)”** shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
10. **“Privacy Rule”** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act.
11. **“Required by Law”** shall mean a mandate contained in law that compels a use or disclosure of PHI.
12. **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his or her designee.
13. **“Security Rule”** shall mean the Security Standards published in 45 C.F.R. Parts 160 and 164 as amended by the HITECH Act.
14. **“Unsecured PHI”** shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

## **B. GENERAL**

1. Business Associate agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended.
2. Business Associate agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Rules. Compliance with this paragraph is at Business Associates' own expense.
3. Business Associate agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other proceedings, including investigations, required as a result of Business Associate's services to Covered Entity. Compliance with this paragraph is at Business Associate's own expense.

## **C. REPRESENTATION**

Business Associate represents that it is familiar with and is in compliance with the Health Privacy Laws, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

## **D. OBLIGATIONS OF COVERED ENTITY**

1. **Notice of Privacy Practices.** Covered Entity shall provide Business Associate with its Notice of Privacy Practices, as well as any changes to such notice, if such changes affect Business Associate's use or disclosure of PHI. "Provide" shall include posting on the Covered Entity's external website or other media to which Business Associate has access.
2. **Revocation of Permitted Use or Disclosure of PHI.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
3. **Restrictions on Use or Disclosure of PHI.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522.
4. **Requested Uses or Disclosures of PHI.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Health Privacy Laws if done by Covered Entity, except that Business Associate may use or disclose PHI as necessary for Data Aggregation, management and administrative activities of Business Associate, or to carry out its legal responsibilities, provided that such uses are permitted under the Health Privacy Laws.

## **E. OBLIGATIONS OF BUSINESS ASSOCIATE**

1. **Nondisclosure of PHI.** Except as otherwise permitted by this BAA or applicable law, Business Associate agrees to not use or disclose PHI except as necessary to provide services described above to or on behalf of Covered Entity, and shall not use or disclose PHI in a manner that would violate the Health Privacy Laws if used or disclosed by Covered Entity. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:
  - (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA and Texas Medical Privacy Act;

- (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that the PHI will be held confidential and further used and disclosed only as Required by Law, or for the purpose for which it was disclosed to the person or entity, and the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached;
  - (c) agree to notify the designated Privacy Officer of Covered Entity immediately but not later than within 24 hours of becoming aware of any instances in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this BAA or for a purpose not expressly permitted by the Health Privacy Laws;
  - (d) use PHI to provide data aggregation services relating to the health care operation of Covered Entity;
  - (e) use PHI to create de-identified information consistent with the standards set forth at 45 C.F.R. Section 164.514. Business Associate will not sell PHI or use or disclose PHI for purposes of marketing, as defined and proscribed in the Health Privacy Laws.
2. **Limitation on Further Use or Disclosure.** Business Associate agrees not to further use or disclose PHI or EPHI received from or on behalf of Covered Entity or created, compiled, or used by Business Associate pursuant to this BAA in a manner that would be prohibited by the Health Privacy Laws if disclosure was made by Covered Entity, or if either Business Associate or Covered Entity is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
3. **Minimum Necessary Requirement.** Business Associate agrees to limit its uses, disclosures of, and requests for PHI: (a) when practical or as Required by Law, (b) to the information making up a Limited Data Set, as defined in the Health Privacy Laws, and (c) in all other cases, to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request as per 45 C.F.R. 164.502(b).
4. **Safeguarding PHI.** Business Associate agrees to implement administrative, physical, and technical safeguards that appropriately prevent use or disclosure of the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity to prevent use or disclosure of PHI other than as provided for by this BAA or as required by State or Federal law, regulation, or rule.
5. **Safeguarding EPHI.** Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI it creates, receives, maintains, or transmits on behalf of Covered Entity and to comply with Subpart C of 45 C.F.R. Part 164. These safeguards include, but are not limited to, the following:
- (a) Encryption of EPHI that Business Associate stores and transmits;
  - (b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
  - (c) Use of update antivirus software;
  - (d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
  - (e) Periodic security training.
6. **Reporting of Breach.** Business Associate agrees to notify Covered Entity of any breach or improper disclosure of unsecured PHI or EPHI immediately but not later than 24 hours after becoming aware of such.
- (a) Business Associate further agrees to provide Covered Entity with the following information immediately, which shall mean within ten (10) calendar days from the date of the breach or from the date the Business Associate knew or by exercising reasonable diligence would have known the breach to have occurred:
    - (1) the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during the breach;
    - (2) a brief description of what happened, including the dates the breach occurred and was discovered;
    - (3) a description of the types of unsecured protected health information that were involved in the breach;
    - (4) any steps that Covered Entity or the Individual (impacted by the Breach) should take to protect himself or herself from potential harm resulting from the breach;
    - (5) a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against further Breaches;
    - (6) contact procedures for Covered Entity to ask Business Associate questions or learn additional information from Business Associate, which shall include a telephone number, an e-mail address, and postal address;
    - (7) a reproduction of the PHI or EPHI involved in the breach or improper disclosure; and

- (8) a description of whether and how the PHI or EPHI involved in the breach or improper disclosure was rendered unusable, unreadable or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal.

If Business Associate determines that it is infeasible to reproduce the PHI or EPHI involved in the breach, Business Associate agrees to notify Covered Entity in writing of the conditions that make reproduction infeasible and any information Business Associate has regarding the PHI or EPHI involved.

- (b) Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
- (c) Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made under the direction, review, and control of Covered Entity.
- (d) In addition to the reporting under E.6, Business Associate shall notify Covered Entity of any breach of computerized sensitive personal information to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code.
7. **Subcontractors and Agents.** If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate agrees to obtain satisfactory assurances, which shall be written agreements or arrangements, according to the Health Privacy Laws, from the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this BAA. Business Associate agrees to obtain satisfactory assurance that any agent, including a subcontractor, agrees to implement reasonable appropriate safeguards to protect confidentiality, integrity, and availability of PHI or EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures, or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this BAA and/or the Health Privacy Laws.
8. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or EPHI by Business Associate, or by a subcontractor or agent of Business Associate, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. Business Associate also agrees to inform Covered Entity in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
9. **Availability of Books and Records.** Business Associate shall, upon reasonable notice and prior written request make available during normal business hours at Business Associate's offices all records, books, agreements, internal practices, policies, and procedures relating to the use or disclosure of PHI to any and all persons or entities entitled to such information by law, in a time and manner so designated by Covered Entity or the Secretary, for purposes of determining the Covered Entity's and/or Business Associate's compliance with the Health Privacy Laws, that are not protected by an applicable legal privilege.
10. **Access of Information by Individuals.** In order for Covered Entity to respond to an Individual's request for access pursuant to 45 C.F.R. Section 164.524, Business Associate agrees to make available to Covered Entity all PHI and EPHI in Business Associate's possession or control within fifteen (15) calendar days of a written request by Covered Entity.
- In the event any Individual requests access to PHI or EPHI directly from Business Associate, Business Associate agrees to notify Covered Entity in writing within ten (10) calendar days of any request, and, upon receipt of such request, to contact Covered Entity to obtain access to the individual's PHI or EPHI.
11. **Request for Amendment.** Business Associate agrees to notify Covered Entity in writing within ten (10) calendar days of any request by an Individual for an amendment to the Individual's PHI or EPHI and upon receipt of such request, direct the Individual to Covered Entity to request an amendment of the Individual's PHI or EPHI. Business Associate agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to in accordance with 45 C.F.R. Section 164.526 within ten (10) calendar days of receipt of the notice to incorporate the amendment(s).
12. **Accounting of Disclosures.** Upon receipt of any request from an Individual for an accounting of disclosures made of the Individual's PHI or EPHI, Business Associate agrees to notify Covered Entity in writing within ten (10) calendar days of any such request and upon receipt of such request from the Individual, direct the Individual to Covered Entity for an accounting of the disclosures of the Individual's PHI or EPHI. Business Associate agrees to make available to Covered Entity upon request, within five (5) calendar days of the request, the information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528.

**13. Documentation of Disclosures.** Business Associate agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. Section 164.528, as amended.

## **F. TERMINATION PROCEDURES**

- 1. Notice of Termination.** Upon written notice to Business Associate, Covered Entity may terminate any portion of the Agreement under which Business Associate maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Business Associate, and upon Covered Entity learning of a material breach of the BAA, Covered Entity shall either:
  - (a) provide a reasonable opportunity, not to exceed ten (10) calendar days, for Business Associate to cure the breach or end the violation; or
  - (b) immediately terminate this BAA if Business Associate has breached a material term of this BAA and cure is not possible; or
  - (c) if neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary and/or any other personal or entity as required by the Health Privacy Laws.
- 2. Effect of Termination.** Upon termination of this BAA for any reason, Business Associate agrees to deliver all PHI or EPHI received from Covered Entity or created, compiled, or used by Business Associate pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by Covered Entity in writing, to destroy all PHI or EPHI and retain no copies and certify to Covered Entity in writing that all PHI and EPHI not returned has been destroyed within the time frame determined by Covered Entity, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when Business Associate maintains PHI or EPHI from Covered Entity in any form. If Business Associate determines that transferring or destroying the PHI or EPHI is infeasible, Business Associate agrees:
  - (a) to notify Covered Entity of the conditions that makes transfer or destruction infeasible;
  - (b) to extend the protections of this BAA to such PHI or EPHI;
  - (c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return or transfer to Covered Entity, or destruction infeasible; and
  - (d) to return or, if requested by Covered Entity, to destroy the PHI or EPHI retained by Business Associate when it becomes feasible.

## **G. AMENDMENT RELATED TO PRIVACY AND SECURITY REQUIREMENTS**

The Parties agree to take such action as is necessary to amend this BAA if Covered Entity, in its reasonable discretion, determines that amendment is necessary for Covered Entity to comply with Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Privacy and Security Requirements.

## **H. SURVIVAL OF PRIVACY PROVISIONS**

Business Associate's obligations with regard to PHI or EPHI shall survive termination of this BAA and any underlying service agreements.

## **I. INDEMNIFICATION**

**BUSINESS ASSOCIATE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, TO THE EXTENT ALLOWED BY LAW, COVERED ENTITY AND ITS RESPECTIVE EMPLOYEES, DIRECTORS, OWNERS, OFFICERS, AGENTS, OR OTHER MEMBERS OF ITS WORKFORCE (INDIVIDUALLY AND COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL LOSSES, LIABILITIES, JUDGMENTS, GOVERNMENTAL FINES AND PENALTIES, AWARDS AND COSTS (INCLUDING, WITHOUT LIMITATION, COSTS OF INVESTIGATIONS, LEGAL FEES, AND EXPENSES) ARISING OUT OF OR RELATED TO:**

- 1. A BREACH OF THIS BAA RELATING TO THE PRIVACY AND SECURITY REQUIREMENTS BY BUSINESS ASSOCIATE; OR**
- 2. ANY NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF BUSINESS ASSOCIATE OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, OR AGENTS, RELATING TO THE PRIVACY AND SECURITY REQUIREMENTS, INCLUDING FAILURE TO PERFORM THEIR OBLIGATIONS UNDER THE PRIVACY AND SECURITY REQUIREMENTS.**

**BUSINESS ASSOCIATE'S OBLIGATION TO INDEMNIFY ANY INDEMNIFIED PARTY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

## J. EQUITABLE REMEDIES

Any disclosure or misappropriation of PHI or EPHI by Business Associate in violation of this BAA will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in action for specific performance or injunction for the posting of a bond by Covered Entity.

## K. MISCELLANEOUS

1. **Notice.** Any notice which may be or is required to be given pursuant to the terms and provisions of this BAA will be in writing and deemed to be given: (a) upon delivery in person, (b) three (3) days after the date deposited with or sent by U.S. Mail (first class, postage paid, return receipt requested), or (c) upon receipt by commercial delivery service and addressed as follows, or to such address as Covered Entity may subsequently designate to Business Associate in writing:

**Covered Entity**  
**Hon. Ricardo Samaniego, County Judge**  
**County of El Paso**  
**500 E. San Antonio**  
**El Paso, TX 79901**

**Business Associate**

**||**

2. **Amendments.** This BAA may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of the parties. Except as otherwise provided, the parties agree to take such action as is necessary to amend this BAA from time to time as is necessary to achieve and maintain compliance with the requirements of the Health Privacy Laws.
3. **Severability.** The provisions of the BAA shall be severable, and if any provision of this BAA shall be held or declared to be illegal, invalid, or unenforceable, the remainder of this BAA shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.
4. **Waiver.** Failure or delay on the part of either Party to exercise any right power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this BAA may be waived by either party except by in writing signed by an authorized representative of the Party making the waiver.
5. **Counterparts.** For the convenience of parties, this BAA may be executed in multiple counterparts and by different parties hereto in separate counterparts, each of which for all purposes shall be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.
6. **Headings.** The descriptive headings of the articles, sections, subsections, exhibits and schedules of this BAA are inserted for convenience only, and do not constitute a part of this BAA and shall not affect in any way the meaning or interpretation of this BAA.
7. **Entire Agreement.** This BAA, as amended from time to time, constitutes the entire agreement and understanding between the parties with respect to the services specified and agreed upon in this BAA and supersedes all prior oral or written agreements and understandings between them with respect to such services.
8. **No Third Party Beneficiaries.** Nothing in this BAA shall be considered or construed as conferring any right or benefit on a person not party to this BAA nor imposing any obligations on either Party hereto to persons not a party to this BAA.
9. **Assignment.** This BAA is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries affiliates or successor companies.
10. **Governing Law.** This BAA and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas, without regard to applicable conflict of laws principles.
11. **Interpretation.** Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the Health Privacy Laws and any applicable state confidentiality laws. The provisions of this BAA shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this BAA or the Health Privacy Laws.

12. **Regulatory References.** Any reference herein to a federal regulatory section within the Code of Federal Regulations shall be a reference to such section as it may be subsequently updated, amended, or modified.

**AGREED TO AND EXECUTED** in multiple originals, each of equal force, by duly authorized representatives of the undersigned Parties, to be effective on signature.

**COVERED ENTITY:**

**El Paso County, Texas**

**BUSINESS ASSOCIATE:**

By: \_\_\_\_\_  
Name: Hon. Ricardo Samaniego  
Title: County Judge  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_