Interagency Agreement
Suffolk County Department of Health Services
and
Suffolk County Community College

This Agreement (Agreement) is between the County of Suffolk (County), a municipal corporation of the State of New York, acting through its duly constituted Suffolk County Department of Health Services (SCDHS), having its principal office at 225 Rabro Drive East, Hauppauge, New York 11788-4290, and Suffolk County Community College (SCCC), a chartered Community College (pursuant to the New York State Education Law) under the sponsorship of the County, having its principal administrative office at 533 College Road, Selden, New York 11784-2899.

The parties hereto agree that SCCC shall provide emergency sites, in the event of a public health emergency, in order to distribute medicine to individuals residing in Suffolk County.

Term of Agreement: January 1, 2006 through December 31, 2016.

Total Cost of Agreement: Shall be a no-cost agreement to SCDHS or SCCC.

Terms and Conditions: Shall be as set forth in Exhibits A, B, and C attached and incorporated herein.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Suffolk County Community College

By: ______________________________
Name: Dr. Shirley J. Pippins
Title: President
Date: 1/31/06

Reviewed and Approved:

By: ______________________________
Ilene S. Kreitzer
Executive Director of Legal Affairs
Date: 1/31/06

Approved as to Legality:
Christine Malafi, Suffolk County Attorney

By: ______________________________
Cynthia Kay Parry
Assistant County Attorney
Date: 2/10/06

County of Suffolk

By: ______________________________
Paul Sabatino II
Chief Deputy County Executive
Date: 4/14/06

Approved: Department of Health Services

By: ______________________________
Janice L. Moore
Director of Health Administrative Services
Date: 2/7/06

Recommended: Division of Public Health

By: ______________________________
Patricia Dillon, M.D., M.P.H.
Director of Communicable Diseases
Date: 1/27/06
List of Exhibits

Exhibit A
General Terms and Conditions

1. Term and Termination
2. Responsibilities of SCCC
3. Responsibilities of SCDHS

Exhibit B
Notices and Contact Persons

Exhibit C
Protected Health Information (PHI)/HIPAA Compliance Exhibit
As Last Revised by the Suffolk County Department of Law on 4/12/05
Exhibit A
General Terms and Conditions

Whereas, the SCDHS Commissioner is responsible for the public health of individuals residing in Suffolk County; and

Whereas, the SCDHS requires the services of the SCCC to provide emergency sites, in the event of a public health emergency, for the distribution of medicine;

Now, Therefore, the parties agree as follows:

1. Term and Termination:
   a. The term of this Agreement shall be as set forth on page one of this Agreement.
   b. This Agreement may be terminated:
      i. by the mutual consent of the parties;
      ii. by either party upon 30 days written notice to the other party; or
      iii. by SCDHS for cause upon the material default of SCCC in the performance of the terms and conditions of this Agreement. In this case, the Agreement will terminate immediately upon the giving of written notice by SCDHS to SCCC.

2. SCCC Responsibilities:
   a. SCCC will provide the following sites in the event of a public health emergency and for drills and exercises as mutually agreed upon; the gymnasium portion of the Health, Sports and Education Center at SCCC’s Michael J. Grant Campus; the Brookhaven gymnasium at SCCC’s Ammerman campus; the cafeteria in the Peconic Building at SCCC’s Eastern campus (Emergency Sites) and any other sites as mutually agreed upon by the parties.
   b. SCCC will use its best efforts to make desired locations and parking areas accessible within a reasonable time frame, as dictated by the demands of the emergency.
   c. SCCC will use its best efforts to keep desired locations and parking areas accessible for the duration of the emergency.
   d. SCCC will use its best efforts to provide campus security within constraints of normal staffing capacity to augment the Suffolk County Police Department, Suffolk County Sheriff and other Police Departments as necessary.
   e. SCCC will use its best efforts to provide a representative from its Facilities Management division at each site to assist with technical support (power, lighting, waste, etc.) for the duration of a deployment.
   f. SCCC will use its best efforts to provide janitorial services at reasonable time intervals at each site for the duration of the emergency.
   g. SCCC will use its best efforts to provide desks and tables at all the Emergency Sites.

3. SCDHS Responsibilities:
   a. The SCDHS will staff the facility with SCDHS employees and volunteer health care providers.
   b. The SCDHS will provide all necessary pharmaceuticals, medical supplies, and equipment, including delivery to and removal from Emergency Sites.
c. The SCDHS will provide all necessary office equipment and supplies including delivery to and removal from Emergency Sites.
d. The SCDHS will provide for storage of all necessary office equipment and supplies as referenced in paragraph c. above at on-site locations.
e. The SCDHS will arrange for the removal of regulated medical waste that may be generated by this emergency.
f. The SCDHS will assume costs of overtime for security and janitorial services of SCCC employees.
g. The SCDHS will establish communications between Emergency Sites and to the designated County Emergency Operations Center.

End of Text for Exhibit A
Exhibit B
Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the Department:
By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service

Suffolk County Department of Health Services
Division of Public Health
225 Rabro Drive East
Hauppauge, New York 11788
Attn.: Patricia Dillon, M.D., M.P.H., Director of Communicable Diseases

For the College:
By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service

Dr. Shirley J. Pippins, President
Suffolk County Community College
533 College Road, NFL237
Selden, New York 11784

2. Notices Relating to Indemnification and Termination

Any communication or notice regarding indemnification or termination shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the County:
By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service

Suffolk County Department of Health Services
225 Rabro Drive East
Hauppauge, New York 11788
Att. Commissioner, Department of Health Services

and

Christine Malafi, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

and
For the College:
By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service

    Legal Affairs and Compliance Officer
    Suffolk County Community College
    533 College Road, NFL230
    Selden, New York 11784

3. Notices sent under paragraphs 1 and 2 above shall be deemed to have been duly given (i) if mailed by registered or certified mail, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof.

4. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

5. Notices Relating to Litigation

a. Any notice by either party to the other with respect to the commencement of any lawsuit or legal proceeding against the other, shall be effected pursuant to and governed by the New York State Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

b. In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third part defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately forward to the County Attorney, at the addresses set forth in paragraph 2 above, copies of all papers filed by or against the Contractor. Notices shall be as provided in paragraph 2 above.

End of Text for Exhibit B
1. The terms used in this Exhibit, but not otherwise defined in this Agreement, including all Exhibits, shall have the same meaning as those terms in 45 C.F.R. Parts 160 and 164.

2. To the extent and so long as required by the provisions of 42 U.S.C. 1171 et seq. enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder at 45 C.F.R. 160 et seq. and 45 C.F.R. 164 et seq. (herein, the Privacy Standards, or the Security Standards), the Contractor agrees to maintain the confidentiality and security and otherwise appropriately safeguard Protected Health Information (herein sometimes referred to as “PHI”) which is made available to or otherwise obtained by the Contractor pursuant to its performance of its obligations under this Agreement.

3. The Contractor shall, upon request by the Department or the client about whom the information is maintained, make PHI available for inspection, copying and/or amendment in conformance with the Privacy Standards. In the case of a request by the Department, the Contractor shall make the requested PHI available at such time and in such a manner, as will permit the County to comply with the Privacy regulations or meet such other needs as may be applicable.

4. If the Contractor discloses PHI to a third party pursuant to this Agreement or as required by law, the Contractor shall first obtain:
   a. reasonable assurances that such third party will hold such information confidential as provided in this Agreement; and
   b. an agreement that such third party will immediately notify the Contractor of any breaches of confidentiality of the information.

The Contractor shall enter into an agreement with any such third party pursuant to which the third party agrees to be bound by the terms of this Agreement applicable to the Contractor and pertaining to protection of health information.

5. The Contractor acknowledges that federal regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 relating to health care electronic transactions and the security of health care information systems or revisions to the Privacy Standards may become effective during the term of this Agreement. If any such regulations become effective during the term of this Agreement which are applicable to the contractual relationship between the Contractor and the Department, the Contractor agrees that it will comply in all respects with such regulations and that appropriate contract provisions prescribed by the Department of Health and Human Services or other agency having jurisdiction over such matters shall be incorporated into this Agreement without further action of the parties.

6. In the event revisions to the Privacy Standards are adopted by the Department of Health and Human Services that completely exempt the Department from imposing the Privacy Standards applicable to Business Associates upon the Contractor, this Exhibit will be void and of no further effect.

7. Except as otherwise limited in this Agreement, and provided that such use or disclosure of PHI would not violate the Privacy Standards if done by the Department, the Contractor may, in the performance of its obligations under this Agreement:
   a. Use or disclose PHI created or received pursuant to this Agreement as necessary to provide Services pursuant to this Agreement; or
   b. Use PHI created or received pursuant to this Agreement for the proper management and
administration of the Contractor's operations (including billing functions) or to carry out the legal responsibilities of the Contractor; or

c. Disclose PHI created or received pursuant to this Agreement for the proper management and administration of the Contractor's operations (including billing functions), provided that disclosures are required by law, or the Contractor 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 Contractor of any instances of which it is aware in which the confidentiality of the information has been breached; or

d. Use PHI created or received pursuant to this Agreement to provide data aggregation services relating to the Services provided pursuant to this Agreement; or

e. Use or disclose PHI created or received pursuant to this Agreement as may be required by law.

8. The Contractor will:

a. Not use or further disclose the PHI, except as required by law or as permitted by this Agreement;

b. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits on behalf of the Department. Such safeguards shall be in compliance with the HIPAA Security Rule;

c. Report to the Department any use or disclosure of the PHI not provided for in this Agreement, of which it becomes aware;

d. Report to the Department, any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interferences with system operations in an information system, of which it becomes aware;

e. Mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of this Agreement;

f. Ensure that any agents, including any subcontractor, to whom it provides PHI created or received pursuant to this Agreement or on behalf of the Department agrees to abide by the conditions provided for in this Agreement, and ensure that any agreement between the contractor and such agent or subcontractor provides for termination of the agreement in the event of a material breach of such conditions;

g. Make PHI available to individuals in accordance with the Privacy Standards (45 C.F.R. 164.524);

h. Make PHI available to individuals for amendment and incorporation of any amendments to PHI in accordance with the Privacy Standards (45 C.F.R. 164.526);

i. Make available to the Department information required to provide an accounting of disclosures, or provide an accounting of disclosures to an individual in accordance with the Privacy Standards (45 C.F.R. 164.528);

j. Make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received on behalf of the Department, available to the Department or at the request of the Department, to the Secretary of the United States Department of Health and Human Services, at a time and in a manner designated by the covered entity or the
Secretary, for the purpose of determining the Department’s compliance with 45 C.F.R. Part 164, Subpart E; and

k. In the event of non-renewal or termination of this Agreement, the Contractor will, if feasible, return or, if permissible under applicable law, rules and regulations destroy all PHI received from the Department, or created or received by the Contractor on behalf of the Department, which is still maintained by the Contractor in any form, and retain no copies of such information unless required to do so by law. In the event such return or destruction is not feasible, the Contractor shall extend the protections of this Agreement to the PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

9. If the Contractor conducts, on behalf of the Department, any transactions covered by 45 C.F.R. 162, “Administrative Requirements”, the Contractor shall conduct such transaction as a “standard transaction” and shall comply with, and shall require any agent or subcontractor to comply with, all applicable requirements contained therein, as required pursuant to 45 C.F.R. 162.923.

10. Notwithstanding any conflicting provision in this Agreement, the Department reserves the right to terminate this Agreement immediately upon notice to the Contractor if it determines that the Contractor has violated any material term of this Agreement pertaining to the safeguarding of PHI pursuant to the Privacy Standards.

End of text for “Protected Health Information (PHI)/HIPAA Compliance Exhibit
As Last Revised by the Suffolk County Department of Law on 4/12/05