PUBLIC NOTICE OF A SPECIAL MEETING
OF THE HOSPITAL AUTHORITY
TUESDAY, SEPTEMBER 2, 2025 AT 12:00 PM
WEICHEL CONFERENCE CENTER

AMENDED AGENDA

Source listing: 09/02/2025 Hospital
Original source: http://agendas.clintonok.gov/2025/090225hospital/CHA090225AMENDED.htm

1. CALL TO ORDER

    A. If there is any potentially known conflict of interest relevant to a matter requiring action by the Board, the trustee(s) shall call it to the attention of the Board at this time and said trustee(s) shall not vote on the matter.

2. BUSINESS ITEMS (Discussion, Consideration, and Possible Action Regarding):

    A. Request For Executive Session As Authorized By The Oklahoma Open Meeting Act Section 307(B)4 For Confidential Communications Between A Public Body And Its Attorney Concerning A Pending Investigation, Claim, Or Action If The Public Body With The…

    Request For Executive Session As Authorized By The Oklahoma Open Meeting Act Section 307(B)4 For Confidential Communications Between A Public Body And Its Attorney Concerning A Pending Investigation, Claim, Or Action If The Public Body With The Advice Of Its Attorney, Determines That Disclosure Will Seriously Impair The Ability Of The Public Body To Process The Claim Or Conduct A Pending Investigation, Litigation, Or Proceeding In The Public Interest.

    B. Reconvene from Executive Session;

    C. Any Action Any Action(s) Arising from the Executive Session.

    D. Clinton Hospital Authority joining City of Clinton’s lawsuit against Rural Hospital Solutions, LLC and 3 rd Avenue West, LLC.

    E. Agreement with Far West Health Systems, LLC for Revenue Cycle Management Services.

3. ADJOURN

Filed this 28th day of August 2025 and posted on the bulletin board in the lobby of the Clinton City Hall and the front door of the Clinton Regional Hospital August 28, 2025, at 11:50 a.m.
Amended Agenda Filed the 29 th day of August 2025 and posted on the bulletin board in the lobby of the Clinton City Hall and front door of the Clinton Regional Hospital August 28, 2025, at 9:30 a.m.

_____

Not recorded

Business Associate Agreement

This Business Associate Agreement ("Agreement") is entered into this _19th__ day of _August_, _2025_ between Clinton Regional Hospital , an Oklahoma Health Service District ("Hospital") and Far West Health Systems, LLC, ("Contractor").

RECITALS

Hospital is an entity that provides medical services with a principal place of business at 100 N. 30th Street, Clinton OK 73601.

Contractor is a Healthcare Consulting Firm with a principal place of business at 101 Kansas Avenue, Valentine TX 79854

Hospital, as a Covered Entity under the Health Information Portability and Accountability Act of 1996 ("HIPAA") is required to enter into this Agreement to obtain satisfactory assurances that Contractor, a Business Associate under HIPAA, will appropriately safeguard all Protected Health Information ("PHI") as defined herein, disclosed, created, maintained or received by Contractor on behalf of Hospital.

Hospital desires to engage Contractor to perform certain functions for, or on behalf of, Hospital involving the disclosure of PHI by Hospital to Contractor, or the creation, maintenance or use of PHI by Contractor on behalf of Hospital, and Contractor desires to perform such functions.

This contract shall be deemed an amendment to the parties' underlying contract dated _08/19/25_____ ("Underlying Agreement").

In consideration of the mutual promises below and the exchange of information pursuant to this agreement and in order to comply with all legal requirements for the protection of this information, the parties therefore agree as follows:

Article I. Definitions of Terms

1.01 Agreement means this Business Associate Agreement.

1.02 Business Associate shall have the meaning given to such term in 45 C.F.R. §160.103.

1.03 C.F.R. shall mean the Code of Federal Regulations.

1.04 Designated Record Set shall have the meaning given to such term in 45 C.F.R. §164.501.

1.05 Covered Entity shall have the meaning given to such term in 45 C.F.R. §160.103.

1.06 Privacy Laws shall mean HIPAA, the HIPAA regulations and any other applicable state or federal laws or regulations affecting or regulating the privacy or security of health information.

1.07 Protected Health Information ("PHI") shall have the meaning given to such term in 45 C.F.R. §164.501.

1.08 All references to the CFR are to the current version.

Article II. Obligations of Contractor

2.01 Permitted Uses and Disclosures. Contractor may not use or disclose PHI received or created pursuant to this Agreement except as follows:

2.02 Contractor's Operations–Permitted Uses of PHI. Contractor may use the PHI it obtains, creates or maintains in its capacity as a Business Associate for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities.

2.03 Contractor's Operations – Permitted Disclosures of PHI. Contractor may disclose the PHI it obtains, creates or maintains in its capacity as a Business Associate if such disclosure is necessary for the Contractor's proper management and administration or to carry out the Contractor's legal responsibilities, and:

The disclosure is required by law; or

Contractor obtains reasonable assurances from the recipient of the PHI that the PHI will be held confidentially and used or further disclosed only as required by law or with such further authorizations required by law, and any such disclosure shall be only for the purpose for which it was initially disclosed to the recipient;

The recipient notifies the Contractor (and Contractor in turn notifies Hospital) of any instances of which it is aware in which the confidentiality of the PHI has been breached; and

Except for treatment disclosures, the Contractor and its agents agree to use, disclose, or request only the limited data set (as defined in 45 C.F.R. §164.514(e)(2)), or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, disclosure or request, and further agree that the party disclosing the PHI determines what constitutes the minimum necessary to accomplish the intended purpose of the disclosure. Contractor understands that the HHS Secretary is mandated to issue guidance on what constitutes "minimum necessary," and agrees that Contractor and its agents will be bound by that guidance when it is issued and becomes effective.

2.04 Additional Obligations imposed by the HITECH Act. Contractor agrees to abide by all the following to the extent they are implicated by the Underlying Agreement:

a) Contractor will not disclose PHI to a health plan if the individual to whom the PHI pertains has so requested and (1) the disclosure would be for the purposes of payment or health care operations, and not for the purposes of treatment, (2) the protected health information at issue pertains to a health care item or service for which the individual pays out-of-pocket and in full and 3) the disclosure is not required by law.

b) Contractor agrees to comply with all privacy laws governing marketing communications, that is, communications about a product or service that encourages the recipient to purchase or use the product or service.

c) Contractor agrees to clearly and conspicuously provide any recipient of health care fundraising communications the opportunity to opt out of receiving any further such solicitations.

d) Contractor understands and agrees that it will be subject to the same penalties as a covered entity for any violation of the HIPAA Security requirements and for violations of the Privacy Rule for impermissible uses and disclosures, for a failure to provide breach notification to the covered entity, for a failure to provide access to a copy of electronic protected health information to either the covered entity, the individual, or the individual's designee (whichever is specified in the business associate agreement), for a failure to disclose protected health information where required by the Secretary to investigate or determine the business associate's compliance with the HIPAA Rules, and for a failure to provide an accounting of disclosures, and it will also be subject to periodic audits by the HHS secretary. Contractor further understands and agrees that its subcontractors will be held to the same standards.

e) Contractor agrees to comply with all privacy laws governing the sale of PHI.

2.05 Minimum Necessary. Except for treatment disclosures, the Contractor and its agents agree to use, disclose, or request only the limited data set (as defined in 45 C.F.R. §164.514(e)(2)), or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, disclosure or request, consistent with Hospital's minimum necessary policies and procedures. Contractor understands that the HHS Secretary is mandated to issue guidance on what constitutes "minimum necessary," and agrees that Contractor and its agents will be bound by that guidance when it is issued and becomes effective.

2.06 Access to PHI by Individuals. Contractor shall cooperate with Hospital to fulfill all requests by individuals for access to the individual's PHI that are approved by Hospital. Contractor shall cooperate with Hospital in all respects necessary for Hospital to comply with 45 C.F.R. §164.524 [and state law], including but not limited to providing Hospital with copies of requested PHI and *e*PHI at least 5 business days prior to the date Hospital must provide the copies to the requestor. Contractor further agrees that to the extent Contractor maintains PHI of Hospital in an electronic health record (EHR) or other electronic Designated Record Set, the Hospital must comply with patients'

requests for access to their PHI by giving them, or any entity that they designate clearly, conspicuously and specifically, the information in an electronic format, and must not charge the requestor more than the labor and supply costs in responding to the request for the copy (or summary or explanation).

If Contractor receives a request from an individual for access to PHI, Contractor immediately shall forward such request to Hospital. Hospital shall be solely responsible for determining the scope of PHI and Designated Record Set with respect to each request by an individual for access to PHI. If Contractor maintains PHI in a Designated Record Set on behalf of Hospital, Contractor shall permit any individual, upon authorization by Hospital, to access and obtain copies of the individual's PHI in accordance with 45 C.F.R. §164.524 and [insert the name of the State you operate in] law. Contractor shall make the PHI available in the format requested by the individual and approved by Hospital, unless the PHI is not readily producible in such format, in which case the PHI shall be produced in hard copy format. Contractor may not charge the individual any fees for such access to PHI, but shall provide written documentation to Hospital of the labor and supply costs Contractor incurred producing the copies in the requested format. Hospital shall reimburse Contractor for Contractors documented labor and supply costs, to the extent they are allowed by law and Hospital recovers these costs from the requestor.

2.07 Access to Contractor's Books and Records. Contractor shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of Hospital available to the Secretary of the Department of Health and Human Services for purposes of determining Hospital's compliance with the HIPAA laws and regulations. Upon reasonable notice to Contractor and during Contractor's normal business hours, Contractor shall make such internal practices, books and records available to Hospital to inspect for purposes of determining compliance with this Agreement.

2.08 Amendment of PHI. If Contractor receives a request from an individual for amendment of PHI, Contractor immediately shall forward such request to Hospital. Hospital shall be solely responsible for determining the response to each request by an individual for amendment of PHI. As directed and in accordance with the time frames specified by Hospital, Contractor shall incorporate all amendments or addenda to PHI received from Hospital. Within five (5) business days following Contractor's amendment of PHI as directed by Hospital, Contractor shall provide written notice to Hospital confirming that Contractor has made the amendments or addenda to PHI as directed by Hospital and containing any other information as may be necessary for Hospital to provide adequate notice to the individual in accordance with 45 C.F.R. §164.526 and [name of state] law.

2.09 Disclosure Accounting. In the event that Contractor makes any disclosures of PHI that are subject to the accounting requirements of 45 C.F.R. §164.528, Contractor promptly shall report such disclosures to Hospital. The notice by Contractor to Hospital of the disclosure shall include the name of the individual, the recipient, and the reason for disclosure, and the date of the disclosure. Contractor shall maintain a record of each such disclosure, including the date of the disclosure, the name and, if available, the

address of the recipient of the PHI, a brief description of the PHI disclosed and a brief description of the purpose of the disclosure. Contractor shall maintain this record for a period of six (6) years and make available to Hospital upon request in an electronic format so that Hospital may meet its disclosure accounting obligations under 45 C.F.R. §164.528.

If Contractor receives a request from an individual for an accounting of disclosures, Contractor immediately shall forward such request to Hospital. Hospital shall be solely responsible for responding to each request by an individual for an accounting of disclosures.

Contractor understands that the HHS Secretary is mandated to adopt rules expanding the disclosure accounting obligations applicable to Hospitals that maintain EHRs, and agrees that Contractor will be bound by those rules when they are issued and become effective.

2.10 Security Safeguards. Contractor shall implement a documented information security program that includes administrative, technical and physical safeguards designed to prevent the accidental or otherwise unauthorized use or disclosure of PHI, and the integrity and availability of electronic PHI (*e*PHI) it creates, receives, maintains or transmits on behalf of Hospital. The security program shall include all the reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, and other requirements of the HIPAA Security Rule. In addition, Contractor agrees to: (1) maintain written documentation of its policies and procedures, and of any action, activity or assessment which the HIPAA Security Rule requires to be documented; (2) retain this documentation for 6 years from the date of its creation or the date when it last was in effect, whichever is later; (3) make this documentation available to those persons responsible for implementing the procedures to which the documentation pertains; and (4) review this documentation periodically, and update it as needed in response to environmental or operational changes affecting the security of the electronic protected health information.

[To the extent feasible, Contractor agrees to encrypt all *e*PHI and destroy all paper PHI such that it is unusable, unreadable or indecipherable to unauthorized users.]

Upon request, Contractor shall make available Contractor's documented security program, including the most recent *e*PHI risk analysis, policies, procedures, security incidents and responses and evidence of training.

2.11 Reporting and Mitigating Unauthorized Uses and Disclosures of PHI. Immediately upon discovery by Contractor, Contractor shall report to Hospital any uses or disclosures of PHI not authorized by this Agreement and, with respect to *e*PHI, any security incident, including any attempted or successful unauthorized access, use, disclosure, modification, or destruction of *e*PHI or interference with information system operations.

Contractor further agrees that, following the discovery of a breach of unsecured PHI, Contractor will notify the Hospital of such a breach without unreasonable delay and in no case later than [insert a number not to exceed 60, taking into account the Hospital's independent obligations to comply with the breach notification rules] calendar days after discovery of a breach. The notice will include, to the extent possible, the identity of each affected individual, and any other available information that the Hospital is required by 45 C.F.R. §164.404(c) to include in its notification to individuals. To the extent this information is not available when Contractor notifies Hospital of the breach, Contractor will provide it promptly thereafter as information becomes available.

Contractor understands and agrees that a breach of unsecured PHI will be treated as "discovered" as of the first day on which Contractor knew of the breach, or by exercising reasonable diligence, would have known of the breach. The knowledge and reasonable diligence of each of Contractor's employees, officers or other agents shall be imputed to Contractor, other than the knowledge of the employee, officer or agent who committed the breach. [Contractor further understands and agrees that as it is an agent of Hospital, the date Contractor discovers (or should have discovered) the breach will be imputed to the Hospital.]

To the extent a law enforcement official tells Contractor that a notification, notice, or posting of a breach of unsecured PHI would impede a criminal investigation or cause damage to national security, Contractor shall: (1) if the statement is in writing and specifies the time for which a delay is required, delay such notification, notice, or posting for the time period specified by the official; or (2) if the statement is made orally, document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than thirty (30) days from the date of the oral statement, unless a written statement as described in paragraph (1) of this section is submitted during that time. Contractor further agrees that at the request of Hospital, Contractor shall provide notice of the breach of unsecured PHI to individuals, the HHS Office for Civil Rights (OCR), and the media, on behalf of the covered entity as required by the Breach Notification Rule, but that Contractor will not otherwise provide such notice.

Contractor shall use its best efforts to mitigate the deleterious effects of any use or disclosure of PHI not authorized by this Agreement. Further, in the notice provided to Hospital by Contractor regarding unauthorized uses and/or disclosures of PHI, or security incidents involving *e*PHI, Contractor shall describe the remedial or other actions undertaken or proposed to be undertaken regarding the unauthorized use or disclosure of PHI, or security incident involving *e*PHI. Finally, Contractor agrees that it will maintain adequate documentation of all its security breach investigation and notification efforts, including documentation of the reasons for any delay in notification.

2.12 Affiliates, Agents, Subsidiaries and Subcontractors. Contractor shall require that any agents, affiliates, subsidiaries and subcontractors to whom it provides PHI received from Hospital, or PHI which was created, maintained or received by Contractor on behalf of Hospital, agree in writing to the same use, disclosure, and security obligations and restrictions imposed on Contractor by this Agreement. To the extent that Contractor

enters into any agreement with a subcontractor, Contractor agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable.

2.13 Ownership of Information. All PHI shall be deemed owned by the Hospital unless otherwise agreed in writing. During the term of this Agreement, Contractor and any authorized subcontractors shall have the right to use and disclose the PHI solely for the purposes of this Agreement. Contractor and its agents shall not have the right to aggregate or de-identify the PHI unless separately agreed in writing.

Article III. Obligations of Hospital

3.01 Hospital shall inform Contractor of any of the following changes which affect Contractor: changes to its Notice of Privacy Practices that affect Contractor, new or changed authorizations, restrictions on use of PHI agreed to by the Practice; or patient opt-outs concerning fundraising or marketing solicitations.

Article IV. Term and Termination

4.01 Term. This Agreement shall be for a term of _30[days], commencing on _____08/19/25_____ and ending on _____09/19/25_____ ("Initial Term"). [Add if appropriate] This Agreement shall automatically renew for successive _1____year periods ("Renewal Term") unless one party notifies the other party of its intent not to renew within sixty (60) days prior to end of the Initial Term or any Renewal Term.

4.02 Termination for Breach of Privacy or Security. Hospital, at its sole option and without an opportunity to cure, immediately may terminate this Agreement without further liability if Hospital determines that Contractor has violated a material term of this Agreement related to the privacy or security of the PHI.

4.03 Termination without Cause. Either party to this Agreement may terminate the Agreement upon provision of sixty (60) days prior written notice.

4.04 Termination for Cause.

Either party may terminate this agreement for a material breach after thirty (30) days written notice of the breach and an opportunity to cure during the 30-day period.

Either party may terminate this Agreement immediately upon written notice if the other has a receiver or trustee appointed for any or all of its property, becomes insolvent or otherwise is unable to pay its debts as they mature, makes an assignment for benefit of creditors, becomes subject to bankruptcy proceedings or is dissolved or liquidated.

4.05 Effects of Termination; Disposal of PHI. Upon termination of this Agreement, Contractor shall recover all PHI related to this Agreement that is in the possession of Contractor's agents, affiliates, subsidiaries or subcontractors. Contractor shall, as directed by Hospital, either return to Hospital, transfer or destroy all PHI that Contractor created, obtained or maintained pursuant to this Agreement on behalf of Hospital. If the parties agree at that time that the return, transfer or destruction of PHI is not feasible, such as to the extent Contractor needs to retain the PHI for its own management and administration or to carry out its legal responsibilities, Contractor shall extend the protections provided under this Agreement to such PHI, and limit further use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. Contractor further agrees to return or destroy the retained PHI as soon as it is feasible. If the parties agree at the time of termination of this Agreement that it is similarly infeasible for the Contractor to recover all related PHI in the possession of Contractor's agents, affiliates, subsidiaries or subcontractors, Contractor shall provide written notice to Hospital regarding the nature of the unfeasibility and Contractor shall require that its agents, affiliates, subsidiaries and subcontractors agree to the extension of all protections, limitations and restrictions required of Contractor hereunder. Contractor's obligations under this section shall survive the termination of this agreement.

4.06 Mitigating Effects of Termination. In the event of termination of this Agreement, the parties agree to work together to effectuate a smooth transition for both parties and continuous protection of the PHI disclosed to or maintained by Contractor.

Article V. Insurance and Indemnification

5.01 Insurance. Contractor shall maintain at least [one million dollars ($1,000,000)] of general liability insurance to cover the risks related to this Agreement and shall, upon request, provide a copy of such policy to the Hospital.

5.02 Indemnification. Each party will indemnify and hold harmless the other party to this Agreement from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:

Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Agreement; and

Any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Agreement.

5.03 Breach Investigation and Notification. Contractor further agrees to indemnify and hold harmless Hospital from and against any and all claims, losses, liabilities, costs and other expenses arising out of a breach of unsecured PHI maintained, stored, accessed, transmitted or used by Contractor or any of Contractor's subcontractors. At the request of the Hospital, Contractor further agrees to carry out the notification to affected individuals and to the media as required by state and federal law, and to bear the burden of demonstrating that all notifications were made as required by law.

Article VI. Miscellaneous

6.01 Contractor's Compliance with HIPAA. Hospital makes no warranty or representation that compliance by Contractor with this Agreement, or the Privacy Laws will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI.

6.02 Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses which follow or to such other addresses as the parties may hereinafter designate in writing:

Hospital:

Len Lacefield, CEO Clinton Regional Hospital 100 N 30th Street Clinton, OK. 73601

Contractor:

Far West Health Systems, LLC. 101 Kansas Ave, Valentine TX. 79854

Any such notice shall be deemed to have been given, if mailed as provided herein, as of the date mailed.

6.03 Change in Law. In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to Agreement, Hospital shall notify Contractor of any actions it reasonably deems are necessary to comply with such changes, and Contractor promptly shall take such actions. In the event that there shall be a change in the federal or state laws, rules or regulations, or any interpretation or any such law, rule, regulation or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, either party may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues. If, within fifteen (15) days following the notice, the parties are unable to agree upon such amendments, either party may terminate this Agreement by giving the other party at least [thirty (30)] days written notice.

6.04 Amendments. By mutual consent of the parties, this Agreement may from time to time be modified or amended in writing and such written modifications signed by the parties shall be attached to and become part of this Agreement. Any amendments to the Underlying Agreement which change Contractor's obligations as they relate to the creation, use, maintenance, receipt or disclosure of PHI shall be deemed incorporated in this Agreement, and the permitted uses and disclosures permitted by this Agreement shall expand and contract as required to allow Contractor to use or disclose PHI to the extent necessary to perform Contractor's obligations pursuant to the Underlying Agreement.

6.05 Severability and Survival. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. The obligations of the parties to the PHI shall survive the termination of this Agreement.

6.06 Counterparts. This Agreement may be executed in counterparts, any of which is considered to be an original agreement.

6.07 Governing Law. This Agreement shall be construed broadly to implement and comply with the requirements relating to the Privacy Laws. All other aspects of this Agreement shall be governed under the laws of the State of Colorado and venue for any actions relating to this Agreement shall be proper in Lake County, Colorado.

6.08 Assignment/Subcontracting. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. Contractor may not assign or subcontract the rights or obligations under this Agreement without the express written consent of Hospital. To the extent that Contractor enters into any agreement with a subcontractor, Contractor agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable. Hospital may assign its rights and obligations under this Agreement to any successor or affiliated entity.

6.09 Entire Agreement. This Agreement contains the entire agreement between parties and supersedes all prior discussions, negotiations and services for like services. This Agreement shall be interpreted in a manner consistent with the Underlying Agreement. In the event of conflict, this Agreement shall prevail.

6.10 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

6.11 Assistance in Litigation or Administrative Proceedings. Contractor shall make itself and any agents, affiliates, subsidiaries, subcontractors or employees assisting Contractor in the fulfillment of its obligations under this Agreement, available to Hospital, at no cost to Hospital, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Hospital, its directors, officers or employees based upon claimed violation of the Privacy Laws, except where Contractor or its agents, affiliates, subsidiaries, subcontractors or employees are a named adverse party.

If a disclosure of PHI is required by law, Contractor shall notify Hospital in advance to provide the Practice an opportunity to intervene and object (unless such notice is itself prohibited by law).

6.12 Intent to Comply with Laws. This Agreement shall be construed consistently with all Privacy Laws and in favor of the protection of PHI.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement to be effective as of August 19,2025.

HOSPITAL:	CONTRACTOR:
Clinton Regional Hospital	Far West Health Systems, LLC.
By: _____	By: _____
Printed Name: Len Lacefield	Printed Name: Barbie Miller
Title: CEO	Title: President
Date: 8/19/2025	Date: 08/19/25