



# MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

JULY 26, 2016

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The meeting was held in the County Board Room, Government Center, Little Falls MN, and was called to order at 9:00 a.m. by Chairman Winscher.

**Members present:** Commissioners Randy Winscher, Duane Johnson, Mike Wilson and Kevin Maurer.

**Staff present:** Deb Gruber, Brian Middendorf, Deb Lowe, Brad Vold, Tabitha Maher, Emily Wilmes, Steve Backowski, Shawn Larsen, Penny Pesta, Joyce Kahl, and Amy Kowalzek.

**Others present:** Tyler Jensen, Chris Weis, Danny Noss, Luci Uhlerkamp, Chris Uhlerkamp, Bob Koll and Rick Roser.

### APPROVAL OF COUNTY BOARD MINUTES

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve the Morrison County Board of Commissioner Minutes for July 12, 2016 and July 14, 2016.

### AGENDA CHANGES

A motion was made by Commissioner Wilson, seconded by Commissioner Johnson and carried unanimously to adopt the agenda as presented.

### SHERIFF'S REPORT

Shawn Larsen, Sheriff, presented the Monthly Sheriff's Report for June 2016.

### SOCIAL SERVICES REPORT

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve a contract for clinical supervision of adult and children's mental health Staff for the period of August 1, 2016 – December 31, 2016.

A motion was made by Commissioner Wilson, seconded by Commissioner Johnson and carried unanimously to approve a new contract for management of the Morrison County Drop In Center with Woodview/Oakridge.

### AUDITOR/TREASURER'S REPORT

#### COUNTY BOARD WARRANTS

A motion was made by Commissioner Johnson and seconded by Commissioner Maurer to approve the following Resolution:

WHEREAS, the Morrison County Board of Commissioners have reviewed the list of County Board Warrants;

NOW THEREFORE, BE IT RESOLVED, that the list of County Board Warrants on file in the Auditor/Treasurer's Office for July 26, 2016 be approved for payment:

|                    |       |               |
|--------------------|-------|---------------|
| REVENUE            | \$    | 89,006.02     |
| PUBLIC WORKS       | \$    | 281,898.68    |
| SOCIAL SERVICE     | \$    | 278,656.43    |
| SOLID WASTE        | \$    | 13,988.11     |
| PARKS              | \$    | 370.00        |
| LOCAL COLLABORTIVE | \$    | 18,750.00     |
| BUILDING FUND      | \$    | 7,560.00      |
|                    |       |               |
|                    | TOTAL | \$ 609,229.24 |
| MEALS              | \$    | 16.45         |



# MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

JULY 26, 2016

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Motion carried on a roll call vote 4-0 with Commissioner Jelinski absent.

A motion was made by Commissioner Johnson, seconded by Commissioner Maurer to approve the Commissioners Expense Reports as presented. Motion carried on a roll call vote 4-0 with Commissioner Jelinski absent.

A motion was made by Commissioner Maurer and seconded by Commissioner Johnson and carried unanimously to approve a 1-day 3.2 Beer license to the Randall-Cushing Area Lions Club for August 13, 2016 at the Cushing Park.

The County Board reviewed options to change the way assessments are levied for the Lake Shamineau Lake Improvement District. A motion was made by Commissioner Wilson and seconded by Commissioner Maurer and carried unanimously to set a Public Hearing date of August 23rd at 7:00 pm to discuss the proposed changes in levy structure for Lake Shamineau Lake Improvement District (LID). The LID proposes assessing residential riparian properties per Parcel, and commercial properties one standard assessment equal to the amount of a residential riparian parcel per parcel and a special assessment of 35% of a standard assessment for each rental unit that is located on the riparian parcel or on adjacent/affiliated commercial properties where the rental unit may have access or utilize goods or services of the commercial riparian property.

## EXTENSION

Emily Wilmes, Extension Educator, presented the County Report for the month of July 2016 and reported on various events that have and will be taking place in the upcoming months.

## PLANNING AND ZONING

A motion was made by Commissioner Maurer and seconded by Commissioner Wilson and carried unanimously to approve review and approve the updated Planning & Zoning office structure and associated position descriptions and pay grades.

## PUBLIC WORKS REPORT

Steve Backowski, Public Works Director, provided a status update of various current and upcoming projects to be completed.

## ADMINISTRATOR'S REPORT

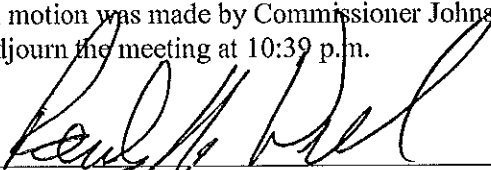
A motion was made by Commissioner Maurer and seconded by Commissioner Johnson and carried unanimously to approve authorizing the County Board Chairman to sign the Federal Grant Offer for the airport improvement project as presented.

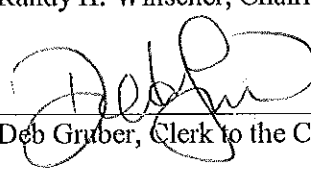
## COUNTY BOARD REPORTS AND SCHEDULE

Members of the County Board reported on various meetings they have attended and on their upcoming schedule of meetings with various organizations.

## ADJOURNMENT

A motion was made by Commissioner Johnson, seconded by Commissioner Maurer and carried unanimously to adjourn the meeting at 10:39 p.m.

  
Randy H. Winscher, Chairman

  
Deb Gruber, Clerk to the County Board

DATE: 7/26

**MORRISON COUNTY BOARD OF COMMISSIONERS  
COUNTY BOARD MEETING**

**PLEASE SIGN IN**

NAME

ADDRESS/REPRESENTING

DANNY L. NOSS

RANDALL-CUSHING AREA LIONS CLUB

Luci & Chris Uhlenkamp

L. Falls, MA

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## BUSINESS ASSOCIATE ADDENDUM TO THE PURCHASE OF SERVICE AGREEMENT

This Business Associate Addendum (“Addendum”) is effective upon execution, and amends and is made part of the Purchase of Service Agreement between Morrison County (“County”) and **Karla Nornberg, LLC** (“Provider”) for the period of **August 1, 2016 through December 31, 2016**.

The County and Provider mutually agree to modify Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64). A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

### A. Definitions

1. **Catch-all definition.** The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
2. **Specific definitions.**
  - a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Provider.
  - b) Chemical Health Records. “Chemical Health Records” as governed by 42 USC § 290dd-2 and 42 CFR § 2.1 to § 2.67.
  - c) Confidential Data. “Confidential Data as defined in Minnesota § 13.02, subd. 3.
  - d) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the County.
  - e) Electronic Health Records. “Electronic Health Records” as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
  - f) Health Records. “Health Records” as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
  - g) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - h) Medical Data. “Medical Data as governed by Minnesota Statute § 13.384.
  - i) Other Non-Public Data. “Other Non-Public Data” as governed by the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes 13.02, Subd. 8a and 9.
  - j) Privacy Incident. “Privacy incident” means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
  - k) Private Data. “Private Data” as defined in Minnesota Statutes § 13.02, subd. 12.
  - l) Protected Health Information. The capitalized term “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 164.501, limited to the information created or received by Provider from or on behalf of County and/or Department of Human Services (DHS) or another business associate of County.
  - m) Security Incident. “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

- n) Standard Transactions. The capitalized term “Standard Transactions” shall have the meaning set out in, 45 C.F.R. § 162.103.
- o) Welfare Data. “Welfare Data” as governed by Minnesota Statute § 13.46.

**B. Privacy of Protected Health Information**

1. **Permitted Uses and Disclosures.** Provider is permitted or required to use or disclose Protected Health Information it creates or receives for or from County and/or DHS or to request Protected Health Information on County’s behalf only as follows:
  - a) Functions and Activities on County’s Behalf. Except as otherwise limited in this Addendum, Provider is permitted to request the minimum necessary protected health information on County’s behalf, and to use and to disclose the minimum necessary Protected Health Information to perform functions, activities, or services for or on behalf of County, as specified in Agreement. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
  - b) Business Associate’s Operations. Provider may use the minimum necessary Protected Health Information for Provider’s proper management and administration or to carry out Provider’s legal responsibilities. Provider must comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients’ identifying information removed, “to the extent practicable.” Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. Provider may disclose the minimum necessary Protected Health Information for Provider’s proper management and administration or to carry out Provider’s legal responsibilities only if:
    - i. The disclosure is required by law; or
    - ii. Provider obtains reasonable assurance, evidenced by written contract, from any person or organization to which Provider will disclose Protected Health Information that the person or organization will:
      - a. Hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Provider disclosed it to the person or organization or as required by law; and
      - b. Promptly notify Provider (who will in turn promptly notify County) of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.
2. **Prohibition on Unauthorized Use or Disclosure.** Provider will neither use nor disclose Protected Health Information except as permitted or required by this Addendum, as otherwise permitted in writing by County/DHS, or as required by law. This Addendum does not authorize Provider to use or disclose Protected Health Information in a manner that would violate the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) if done by County, except as set forth in Section C(1)(b).
3. **Information Safeguards.** Provider will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 Code of Federal Regulations § 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services. The safeguards will be designed to preserve the integrity and confidentiality of, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, Protected Health Information. Provider will document and keep these safeguards current. Provider is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). The parties also may wish to

specify the manner in which Provider will de-identify the information and the permitted uses and disclosures by the Provider of the de-identified information.

4. **Security Regulations for Electronic Protected Health Information.** Provider agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the County and/or DHS as required by the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Part 164, Subpart C. Provider will document and keep these safeguards current. Provider will report to County and/or DHS any Security Incident of which it becomes aware pursuant to the terms of paragraph D. 1. of this Addendum. Provider shall develop and document policies and procedures to insure the security of Protected Health Information, train workforce members on and have sanctions for failure to comply with these policies and procedures, and permit individuals to file complaints regarding these policies and procedures or a failure to comply with them.
5. **Sub-Contractors, Agents, and Volunteers.** Provider will require any of its subcontractors, agents and volunteers, to which Provider is permitted by this Addendum or in writing by County and/or DHS to create, receive, maintain, transmit or disclose Protected Health Information, to provide reasonable assurance, evidenced by written contract, that such subcontractor, agent or volunteer will comply with the same privacy and security obligations as Provider with respect to such Protected Health Information.

**C. Compliance with Standard Transactions.**

If Provider conducts in whole or part Standard Transactions for or on behalf of County, Provider will comply, and will require any subcontractor, agent or volunteer involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 Code of Federal Regulations Part 162. Provider will not enter into, or permit its subcontractors, agents or volunteers to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of County and/or DHS that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
4. Changes the meaning or intent of the Standard Transaction's implementation specification.

**D. Obligations and Activities of Business Associate.**

As a business associate of the County, Provider agrees to:

1. Make available protected health information in a designated record set to an individual or the individual's designee as necessary to satisfy the County's obligations under 45 CFR 164.524;
2. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the County and/or DHS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the County's obligations under 45 CFR 164.526;
3. Maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy the County's obligations under 45 CFR 164.528;
4. To the extent the Provider is to carry out one or more of the County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County and/or DHS in the performance of such obligation(s); and
5. Make its internal practices, books, and records available to the U.S. Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules subject to attorney-client and other applicable legal privileges.

**E. Provisions for the County and/or DHS to Inform Provider of Privacy Practices and Restrictions.**

1. The County and/or DHS shall notify Provider of any limitation(s) in the notice of privacy practices of the County and/or DHS under 45 CFR 164.520, to the extent that such limitation may affect Provider's use or disclosure of protected health information.

2. The County and/or DHS shall notify Provider of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Provider's use or disclosure of protected health information.
3. The County and/or DHS shall notify Provider of any restriction on the use or disclosure of protected health information that the County and/or DHS has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Provider's use or disclosure of protected health information.

**F. Individual Rights.**

1. **Access.** Provider will, within 10 days after County's request, make available to County and/or DHS or, at County's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any Protected Health Information about the individual that is in Provider's custody or control, so that County and/or DHS may meet its access obligations under 45 Code of Federal Regulations § 164.524.
2. **Amendment.** Provider will, upon receipt of notice from County, promptly amend or permit County and/or DHS access to amend any portion of the Protected Health Information, so that County and/or DHS may meet its amendment obligations under 45 Code of Federal Regulations § 164.526.
3. **Disclosure Accounting.** So that County and/or DHS may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
  - a) **Disclosure Tracking.** Effective April 14, 2003, Provider will record information concerning each disclosure of Protected Health Information, not excepted from disclosure tracking under Addendum Section C.3(b) below, that Provider makes to County and/or DHS or a third party. The information Provider will record is (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Provider made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "disclosure information"). For repetitive disclosures Provider makes to the same person or entity (including County) for a single purpose, Provider may provide (x) the disclosure information for the first of these repetitive disclosures, (y) the frequency, periodicity or number of these repetitive disclosures, and (z) the date of the last of these repetitive disclosures. Provider will make this disclosure information available to County and/or DHS within 10 days after County's request.
  - b) **Exceptions from Disclosure Tracking.** Provider need not record disclosure information or otherwise account for disclosures of Protected Health Information that this Addendum or County and/or DHS in writing permits or requires (i) for purposes of treating the individual who is the subject of the Protected Health Information disclosed, payment for that treatment, or for the health care operations of Provider; (ii) to the individual who is the subject of the Protected Health Information disclosed or to that individual's personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the Protected Health Information disclosed; (iv) to persons involved in that individual's health care or payment related to that individual's health care; (v) for notification for disaster relief purposes, (vi) for national security or intelligence purposes; (vii) as part of a limited data set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.
  - c) **Disclosure Tracking Time Periods.** Provider must have available for the disclosure information required by Addendum Section G.3(a) for the 6 years preceding County's request for the disclosure information (except Provider need have no disclosure information for disclosures occurring before April 14, 2003).
4. **Restriction Requests; Confidential Communications.** Provider will comply with any agreements for confidential communications of which it is aware and to which County and/or DHS agrees pursuant to 45 C.F.R. § 164.522(b) by communicating with persons affected using agreed upon alternative means or alternative locations. Provider also agrees to provide in a secure manner upon request by an individual a copy of the individual's electronic medical record in electronic form. Provider also agrees

to securely transmit a copy of Protected Health Information to another person designated by an individual upon request.

5. **Inspection of Books and Records.** Provider will make its internal practices, books, and records, relating to its use and disclosure of Protected Health Information, available to County, to the Minnesota Department of Human Services and to the U.S. Department of Health and Human Services to determine compliance with 45 Code of Federal Regulations Parts 160-64 or this Addendum.

**G. Breach of Privacy Obligations.**

1. **Breach.** For purposes of this Section, any reference to “Provider” shall include any subcontractor, agent or volunteer which Provider is permitted to use by this Addendum. Provider shall be deemed the authorized agent of and legally responsible for the activities of any such subcontractor, agent or volunteer. Provider will report to County and/or DHS any use or disclosure of Protected Health Information not permitted by this Addendum. An impermissible use or disclosure of protected health information is presumed to be a “breach” of privacy obligations unless the Provider, demonstrates to the satisfaction of the County and/or DHS that there is a low probability that the Protected Health Information has been compromised based on a risk assessment that considers at least the following factors:
  - a. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - b. The unauthorized person who used the protected health information or to whom the disclosure was made.
2. **Reporting.**
  - a. Provider will promptly mitigate to the extent practicable, any harmful effect that is known to Provider of a use or disclosure in violation of this Addendum. Provider will make the report in writing to County’s Legal Department not more than 5 days after Provider learns of such breach or non-permitted use or disclosure. A breach is treated as discovered by the County and/or DHS as of the first day on which such breach is known to the County and/or DHS or, by exercising reasonable diligence, would have been known to the County. Provider shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of the Provider.
    - i. Identify the nature of the non-permitted use or disclosure including the date of the breach and the date of the discovery of the breach, if known;
    - ii. Identify the Protected Health Information used or disclosed such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved
    - iii. Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure;
    - iv. Identify what corrective action Provider took or will take to investigate the breach and prevent further non-permitted uses or disclosures;
    - v. Identify what Provider did or will do to mitigate any deleterious effect of the non-permitted use or disclosure including any steps individuals should take to protect themselves from potential harm resulting from the breach ; and
    - vi. Provide such other information, including any written documentation, as County and/or DHS may reasonably request.
  - b. County and/or DHS will then determine whether sufficient notice of the breach has been provided and may determine either;
    - i. that Provider must take additional steps to fulfill the required HIPAA PHI Breach notice requirements or
    - ii. assume responsibility for any additional required notification itself.



**3. Termination of Agreement.**

- a. Right to Terminate for Breach. County and/or DHS may terminate Agreement if it determines, in its sole discretion, that Provider has breached any provision of this Addendum. County and/or DHS may exercise this right to terminate Agreement by providing Provider written notice of termination, stating the breach of the Addendum that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in County's notice of termination.
- b. Obligations upon Termination.
  - i. Return or Destruction. Upon termination, cancellation, expiration or other conclusion of Agreement, Provider will if feasible return to County/DHS or destroy all Protected Health Information, including all Protected Health Information in whatever form or medium (including any electronic medium) and all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of Protected Health Information. Provider will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. Provider will identify any Protected Health Information that cannot feasibly be returned to County and/or DHS or destroyed. Provider will limit its further use or disclosure of that Protected Health Information to those purposes that make return or destruction of that Protected Health Information infeasible. Within 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement, Provider will (a) certify on oath in writing that such return or destruction has been completed, (b) deliver to County/DHS the identification of any Protected Health Information for which return or destruction is infeasible, and (c) certify that it will only use or disclose such Protected Health Information for those purposes that make return or destruction infeasible.
  - ii. Continuing Privacy Obligation. Provider's obligation to protect the privacy of the Protected Health Information it created or received for or from County and/or DHS will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.
  - iii. Other Obligations and Rights. Provider's other obligations and rights and County's obligations and rights upon termination, cancellation, expiration or other conclusion of Agreement will be those set out in the Agreement.

**4. Indemnity.**

Provider will indemnify and hold harmless County and/or DHS and any County and/or DHS affiliate, elected official, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs and penalties levied by HHS on County, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, volunteer, person or entity under Provider's control.

- a. Right to Tender or Undertake Defense. If County and/or DHS is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, person or entity under Provider's control, County and/or DHS will have the option at any time either (i) to tender its defense to Provider, in which case Provider will provide qualified attorneys, consultants, and other appropriate professionals to represent County's interests at Provider's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Provider will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
- b. Right to Control Resolution. County and/or DHS will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that County and/or DHS may have tendered its defense to Provider. Any such resolution will not relieve Provider of its obligation to indemnify County and/or DHS under this Addendum Section D.3.

**H. Sanctions.**

The parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

**I. Amendment to Agreement.**

Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to Protected Health Information or Standard Transactions, this Addendum and the Agreement of which it is part will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.

**J. Conflicts.**

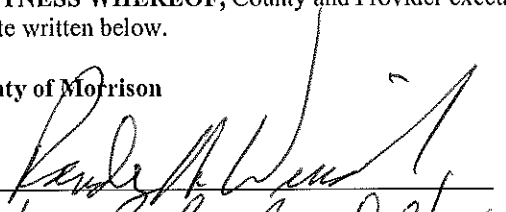
The terms and conditions of this Addendum will override and control any conflicting term or condition of Agreement unless the term or condition of Agreement establishes additional rights of the County and/or DHS or additional duties for or restrictions on Provider with respect to Protected Health Information or Standard Transactions, in which case the term or condition of Agreement shall control. All non-conflicting terms and conditions of Agreement remain in full force and effect.

IN WITNESS WHEREOF, County and Provider execute this Addendum in multiple originals to be effective on the last date written below.

County of Morrison

Karla Nornberg, LLC

By: \_\_\_\_\_



By: \_\_\_\_\_

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

Morrison Co Board Chair

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

Date: \_\_\_\_\_

07-26-16

Date: \_\_\_\_\_

## PURCHASE OF SERVICE AGREEMENT

This Agreement, made and entered into by and between the County of Morrison 213 1st Ave SE Ste 19, Little Falls, MN 56345, acting through the Social Services Department, hereafter referred to as "County" and **Karla Nornberg, LLC** (EIN 47-5302134) 12838 HWY 27, Little Falls, MN 56345, hereafter referred to as the "Provider";

### WITNESSETH

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services, Federal Tax ID# 47-5302134;

WHEREAS, the Provider is a an approved provider under Minnesota Rules, parts 9520.0750 to 9520.0870 or an approved vendor under published County criteria to provide mental health services to persons; and

WHEREAS, in consideration of the mutual understanding and agreements set forth, the County and the Provider agree as follows:

1. TERM  
The term of this Agreement shall be from August 1, 2016 to December 31, 2016.
2. DESCRIPTION OF SERVICES  
The primary purpose of this position is to provide case management services to individuals with serious and persistent or acute mental illness and providing clinical supervision to other case managers. Karla Nornberg LLC shall provide Mental Health Professional services to internal staff including:
  - a. **Provide clinical supervision to Adult Mental Health Case managers.**
  - b. **Provide clinical supervision to Children's Mental Health Case Managers.**
  - c. **Participate in Juvenile Treatment Screening Team.**
  - d. **Mentor new clinical supervisor and provide clinical supervision if they are not properly licensed.**

Purchased Services will be provided at locations within Morrison County as approved by the County.

Provide case management services to persons with serious and persistent or acute mental illness in accordance with MN Statute 245.4711, MN Rule 9520.0900-9520.0926 (Rule 79), MN Rule 9550.0010-9550.0093 (Rule 160) and any other applicable MN Rules or Statutes as well as DHS and Agency policy. Current AMH case management caseload size of 30.

## Definitions

Mental health professional (MN Statute 245.462 subd. 18)

"Mental health professional" means a person providing clinical services in the treatment of mental illness who is qualified in at least one of the following ways: psychiatric nursing; clinical social work; psychology; in psychiatry; a physician; marriage and family therapy; licensed professional clinical counseling; or in allied fields.

Clinical supervision (MN Statute 245.462 subd. 4a)

"Clinical supervision" means the oversight responsibility for individual treatment plans and individual mental health service delivery, including that provided by the case manager. Clinical supervision must be accomplished by full or part-time employment of or contracts with mental health professionals. Clinical supervision must be documented by the mental health professional cosigning individual treatment plans and by entries in the client's record regarding supervisory activities.

**Requirement for Children's Mental Health (CMH) (MN Statute 245.4871 subd. 4) and Adult Mental Health (AMH) (MN Statute 245.462 Subd. 4.) clinical supervision:**

1. A case manager with at least 2,000 hours of experience require a total of 38 hours per year clinical supervision with at least ½ the hours conducted as 1:1 hours.
  - a. Morrison County Social Services has 5 CMH workers, 2 combined AMH/CMH workers, 2 AMH workers = 9 hours 1:1 per month at minimum.
2. A case manager without 2,000 hours of experience must receive 1 hour per week until the 2,000 hours experience is reached then follow above criteria
3. When the case manager is not a mental health professional, the county board must provide or contract for needed clinical supervision.

## Position Options

### Interim Request:

Contract with an eligible provider to provide clinical supervision while we recruit and attempt to fill.

### Request:

Recruit and fill position as is with a .75 AMH .25 MHP. Should we not be successful in recruiting an appropriate candidate, we would complete a request for proposal to contract with a qualified candidate/organization for mental health professional services to provide clinical supervisor to adult and children's mental health case managers.

## 3. PAYMENT FOR SERVICES

- a. Provider will be reimbursed at a rate of \$100.00/hour for 15 hours/month.
- b. To receive payment for services provided, Provider must submit invoices documenting dates, times, and the services provided. Invoices (and any other required documentation) shall be submitted to Social Services Director, Brad Vold, 213 1st Ave SE Ste 19, Little Falls, MN 56345. Upon approval of invoices by Brad Vold, payment will be provided within thirty-five (35) days of payment authorization.
- c. If Provider receives any insurance payments for services paid by Morrison County, Provider will be required, within 30 days of the receipt of the insurance payment, to reimburse the County the insurance amount received. Provider also agrees to

show documentation of insurance submittals and/or reimbursements to Morrison County upon request.

4. DELIVERY OF CARE SERVICES:

Except as noted the Provider retains control over:

- a. Procedures and service requirements.
- b. The methods, times, and means for providing Purchased Services.

5. STANDARDS AND LICENSES:

- a. The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:
  - 1) During the term of this Agreement, the Provider agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.
  - 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
- b. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
- c. The Provider agrees to inform the County, in writing, of the following related to it or its employees immediately upon:
  - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
  - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
  - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.
- d. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.

6. PROVIDER NOT AN EMPLOYEE

The parties agree that at all times and for all purposes herein, the Provider is an independent provider and not an employee of Morrison County. No statement

contained in this Agreement shall be construed so as to find the Provider an employee of Morrison County and the Provider shall be entitled to none of the rights, privileges or benefits of Morrison County employees except as otherwise stated herein. Provider is solely responsible for any and all taxes (state, federal, local) worker's compensation insurance payments, disability payments, social security payments, unemployment insurance, other insurance payments, and any other similar type of payment for Provider or employee thereof.

7. INDEMNIFICATION

The Provider agrees it will defend, indemnify and hold harmless Morrison County, its officers and employees against any and all liability, loss, costs, damages and expenses which Morrison County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

8. INSURANCE

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain a professional/liability insurance policy at all times in the amount of \$1,500,000 for damages arising from any one incident. If possible, the County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to a Morrison County Contract Manager. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.

9. DATA PRACTICES

- a. Morrison County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or Morrison County. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify Morrison County. Morrison County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
- b. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Morrison County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

- c. The Provider agrees to defend, indemnify, and save and hold Morrison County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- d. If applicable, Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), collectively referred to as "HIPAA". , and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

10. DEFAULT AND TERMINATION

If the Provider fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused, Morrison County, upon written notice, immediately cancel this Agreement in its entirety.

It is understood and agreed that in the event the funding to Morrison County from State, Federal, or other funding sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.

This Agreement may be terminated with or without cause by either party upon five days written notice.

11. STANDARDS

- a. The Provider shall maintain professional/liability insurance coverage for her practice and/or services provided under this Agreement. Provider shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted. Provider shall provide copies of all applicable licensures and certifications to Morrison County.
- b. The Provider shall comply with all applicable State and Federal statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted. Provider shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Provider's profession and shall maintain such records for at least ten (10) years following termination of this Agreement. Morrison County shall have the right to audit and review all such documents and records at any time during Provider's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by Morrison County and either the Legislative or State Auditor of the State of Minnesota pursuant to MN Statute. 16C.05, Subd. 5.

12. AMENDMENTS

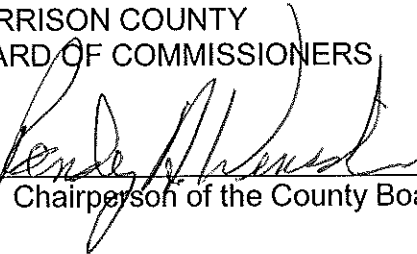
This Agreement may be supplemented, amended or revised only in writing by agreement of both parties.



IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

COUNTY OF MORRISON  
STATE OF MINNESOTA

MORRISON COUNTY  
BOARD OF COMMISSIONERS

BY:   
Chairperson of the County Board

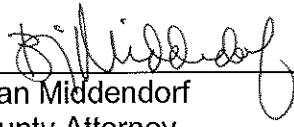
DATED: 07-26-16

ATTESTED TO:

BY:   
Deb Gruber, County Administrator

DATED: 7/26/16

APPROVED AS TO FORM AND EXECUTION:

BY:   
Brian Middendorf  
County Attorney

DATED: 7.26.16

KARLA NORBERG LLC

BY: \_\_\_\_\_  
Karla Nornberg, LICSW

DATED: \_\_\_\_\_

## PURCHASE OF SERVICE AGREEMENT

This Agreement, made and entered into by and between Morrison County, 213 1st Ave SE, Little Falls, MN 56345 and **Oakridge Woodview Support Services** hereafter referred to as the "Provider", enter into this Agreement for the period from **August 1, 2016 through December 31, 2017** and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 15, Conditions of Parties Obligations, Item B.

### WITNESSETH

WHEREAS, the County desires to purchase Drop-In Center management services for individuals with mental illness from Provider and Provider is able to provide said services;

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, Morrison County and Provider agree as follows:

1. Purchase of Service:

- a. As outlined in the Morrison County Drop-In Center Proposal (Attachment B1) submitted by Oakridge Woodview Support Services, Morrison County Drop-In Center Request for Proposal (Attachment B2), Attachment A, and all other attachments to this Agreement, Morrison County agrees to purchase and the Provider agrees to furnish the following services as listed below:

#### **Management of the Morrison County Drop-In Center**

- b. The Provider shall, within thirty (30) days, notify the Social Services Department, Contract Management Services, whenever it is unable to, or going to be unable to provide the required quality or quantity of Purchased Services. Upon such notification, Morrison County and Provider shall determine whether such inability will require a modification or cancellation of the contract.

2. Delivery of Purchased Services:

- a. Services shall be provided 12:00PM-5:00PM M/W/F, 2:00PM-7:00PM T/TH, and 11:00AM-4:00PM S/S or hours as agreed upon by the Social Services Department.
- b. The Provider shall provide the aforementioned services for mental health consumers and the services will not require a referral.
- c. The Provider will provide services located at 120 E. Broadway, Little Falls, MN 56345.

3. Payment for Purchased Services:

- a. In regards to the Management of the Morrison County Drop-In Center for the period of August 1<sup>st</sup> 2016- December 31<sup>st</sup> 2016, Morrison County agrees to pay the Provider in

accordance with Attachment A. Service Total shall not exceed amount listed on Attachment A.

- 1) If additional costs for operations are needed, Provider will submit these to Morrison County via a fund request, at which point Morrison County will determine if the request is able to be funded.
  - b. The Provider shall, by the 15<sup>th</sup> of the month, submit an invoice detailing services provided from the previous month.
  - c. County shall, within 35 days of the receipt of the invoice, subject to the provisions of County fiscal procedures, make payment for the invoiced amount. It is understood and agreed that total payment under this contract shall not exceed the amount specified in paragraph 3a above.
4. Eligibility for Services:
- a. Any individual indicating mental health challenges who wishes to attend the Drop-In Center can do so without a referral or proof of previously utilized mental health services.
5. Delivery of Care Services:
- Except as noted above the Provider retains control over:
- a. Providing a safe and engaging environment
  - b. Maintaining a peer run system for the Drop-In Center that includes a peer coordinator and peer facilitators.
  - c. Supporting the peer coordinator in coordination of vendors and individuals to offer structured groups and/or education on specified topics
  - d. Providing employment compensation for the peer coordinator's wages and benefits, as well as the peer facilitator's stipends.
  - e. Recruitment and management of peer coordinator and facilitators from the community to include training and supervision, compliance with current by-laws, corrective action and grievance policies/actions, and resolution tools
  - f. Focusing on outreach to engage and encourage increased participation and utilization of the Drop-In Center.
  - g. Reviewing oversight of technology and facility use, including developing safeguards to maintain consumer privacy and accountability and ensure that the space is used to the best and fullest capacity. Drop-In Center inventory items must be monitored and controlled by the Provider.
  - h. It is expected that the Provider will communicate directly with the landlord to address questions/concerns regarding the building's maintenance/service needs, customization of the premises for the Drop-In Center's use and advertisement, or other topics related to the rental the use of the property for the purposes of the Drop-In Center.
  - i. The Provider shall provide a written quarterly report to Morrison County Social Services that includes:
    - i. Financial reporting: financial assessment, oversight, accountability, and cost-effectiveness reports to Morrison County

- ii. Consumer participation numbers
- iii. Calendar of events being offered

6. Standards and Licenses:

- a. Drop-In Center Provider will follow Drop-In Center guidelines and by-laws.
- b. When licensing is required, the Provider shall remain licensed during the term of this Agreement. County will only pay for contracted services provided pursuant to such licensing requirements.
- c. The Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted.
- d. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a, b, and c as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

7. Audit and Record Disclosures:

The Provider shall maintain such records and provide the Morrison County with financial, statistical, and service reports as Morrison County may require for accountability. Such reports shall be on forms provided by Morrison County or in a format approved by Morrison County. Specifically:

- 1) Provider will submit financial and participant utilization reports in formats and at frequencies which will enable Morrison to fulfill its reporting requirements as to ultimate sources of funds. Such reports will be submitted to the Morrison County Social Services Supervisor not later than ten (10) calendar days after the request is made.
  - 2) Provider agrees to furnish Morrison County with additional programmatic information to assist in Morrison County's planning efforts and effective management of services. Such information shall be furnished to Morrison County within time period indicated in written notice of request.
  - 3) Morrison County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required.
- j. Provider agrees that within one (1) month of the close of the fiscal year, an audit or year-end financial statement shall be submitted to Morrison County Social Services Department.
- k. Morrison County's procedures for monitoring and evaluating the Provider's performance under this contract, including compliance with all applicable rules and



provider/contractor is a business associate of Morrison County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

9. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. The Provider agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973 as amended by Section 504; Minnesota Statutes, section 363A.02; and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services.
- b. Morrison County requires that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, age, gender, sexual orientation, disability, marital status, public assistance status, creed, or national origin, but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. Such agencies as required by law to have on file with the State of Minnesota an approved Affirmative Action Plan, must submit for the County file the Certificate of Approval.

10. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

11. Contract Disputes:

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Morrison County Program Manager and a representative of the Shared Services Contract Management. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the Morrison County Administrator a written appeal addressed to Morrison County Social Services Supervisor. The decision of Morrison County for the determination of such appeals shall be through the Morrison County Social Services Director and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to

offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.

b. This disputes clause does not preclude consideration of questions of law.

12. Indemnification:

a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and Morrison County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:

- 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
- 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
- 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

13. Insurance and Bonding:

a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:

- A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
- Worker's compensation insurance per Minnesota Statute, section 176.181.
- Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
- Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.

- b. By signing this Agreement, and the Bonding/Theft Coverage Form, the Provider certifies that they are in compliance with this Section.
- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to the Morrison County Regional Shared Services Contract Manager. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- d. A Morrison County Regional Shared Services Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 16 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

14. Contractor Debarment, Suspension, and Responsibility Certification:

Federal Regulation 45 CFR 92.35 prohibits Morrison County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota, or Morrison County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this contract, and the Excluded Provider Policy Certification Form, the Provider certifies that they are in compliance with these regulations.

15. Conditions of the Parties' Obligations:

- a. It is understood and agreed that in the event the funding to Morrison County from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.
- b. Either party may cancel this Agreement at any time, with or without cause, upon 30 days written notice delivered by mail or in person. Written notice of cancellation by the Provider shall be addressed to Region 5 Regional Shared Services Specialist 202 12<sup>th</sup> St NE, P.O. Box 219, Staples, MN 56479.
- c. Before the termination date specified in Section 1 of this Agreement, Morrison County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.



- d. Morrison County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 17 of this Agreement.
- e. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by Morrison County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by Morrison County. Such approval must be considered a modification of the agreement.
- f. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- g. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, Morrison County and the Regional Shared Services Contract Manager must be notified, in writing, prior to action taking place.

16. Subcontracting:

The Provider shall not enter into subcontracts for performance of any of the services contemplated under this Agreement nor assign any interest in the Agreement without the prior written approval of Morrison County and subject to such provisions as the County may deem necessary. Subcontracts shall be subject to the requirements of this contract. The Provider shall be responsible for the performance of any subcontractors.

17. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been written and signed by the parties.

18. Default:

- a. Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delays or defaults caused by public carriers which cannot reasonably be forecast or provided against.
- b. Unless the Provider's default is excused under the provisions of this Agreement, the Provider, after receipt of notice by Regional Shared Services Contract Manager of any of the following conditions or other circumstances warranting cancellation of this Agreement, shall have ten (10) days (or such longer period as Contract Management Services may authorize in writing) after receipt of notice from Regional Shared Services Contract Manager to cure the specified failure:
  - 1) If the Provider fails to provide services called for by this Agreement within the time specified herein or any extension thereof: or

- 2) If the Provider is in such financial condition so as to endanger the performance of this Agreement; or
- 3) If the Provider fails to perform any of the other provisions of this Agreement, or so fails to prosecute the work as to endanger performance of this Agreement in accordance with its terms, or
- 4) If it is discovered that material misrepresentations were made by the Provider as to conditions relied upon by Morrison County, through the Regional Shared Services Contract Manager which purported to exist by the terms of this Agreement and all exhibits and documents attached hereto and incorporated by reference.
- 5) If the Provider fails to cure the specified condition after notice within the prescribed period of time, then Morrison County, Regional Shared Services Contract Manager, may upon written notice immediately cancel the whole or any part of this Agreement.

- c. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of Morrison County, Regional Shared Services Contract Manager, and attached to the original Agreement.
- d. The rights and remedies of Morrison County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

19. Merger:

Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-19 and Attachment A. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, Morrison County and the Provider have executed this Agreement as of the day and year first written above:

Provider, having signed this contract, and the Morrison County Board of Commissioners having duly approved this contract on 7/26/16, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF MORRISON  
STATE OF MINNESOTA

MORRISON COUNTY  
BOARD OF COMMISSIONERS

BY: [Signature]  
Chairperson of the County Board

OAKRIDGE WOODVIEW SUPPORT SERVICES

BY: \_\_\_\_\_  
Cory Felske  
Vice President

DATED: 07-26-16

DATED: \_\_\_\_\_

ATTESTED TO:

BY: [Signature]  
Deb Gruber, County Administrator

DATED: 7/26/16

APPROVED AS TO FORM AND EXECUTION:

BY: [Signature]  
Brian Middendorf  
County Attorney

DATED: 7.26.16

## BUSINESS ASSOCIATE ADDENDUM TO THE PURCHASE OF SERVICE AGREEMENT

This Business Associate Addendum (“Addendum”) is effective upon execution, and amends and is made part of the Purchase of Service Agreement between Morrison County (“County”) and **Oakridge Woodview Support Services** (“Provider”) for the period of **August 1, 2016 through December 31, 2016**.

The County and Provider mutually agree to modify Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64). A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

### A. Definitions

1. **Catch-all definition.** The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
2. **Specific definitions.**
  - a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Provider.
  - b) Confidential Data. “Confidential Data as defined in Minnesota § 13.02, subd. 3.
  - c) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the County.
  - d) Electronic Health Records. “Electronic Health Records” as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
  - e) Health Records. “Health Records” as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
  - f) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - g) Medical Data. “Medical Data as governed by Minnesota Statute § 13.384.
  - h) Other Non-Public Data. “Other Non-Public Data” as governed by the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes 13.02, Subd. 8a and 9.
  - i) Privacy Incident. “Privacy incident” means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
  - j) Private Data. “Private Data” as defined in Minnesota Statutes § 13.02, subd. 12.
  - k) Protected Health Information. The capitalized term “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 164.501, limited to the information created or received by Provider from or on behalf of County and/or Department of Human Services (DHS) or another business associate of County.
  - l) Security Incident. “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
  - m) Standard Transactions. The capitalized term “Standard Transactions” shall have the meaning set out in, 45 C.F.R. § 162.103.
  - n) Welfare Data. “Welfare Data” as governed by Minnesota Statute § 13.46.

**B. Privacy of Protected Health Information.**

1. **Permitted Uses and Disclosures.** Provider is permitted or required to use or disclose Protected Health Information it creates or receives for or from County and/or DHS or to request Protected Health Information on County's behalf only as follows:
  - a) **Functions and Activities on County's Behalf.** Except as otherwise limited in this Addendum, Provider is permitted to request the minimum necessary protected health information on County's behalf, and to use and to disclose the minimum necessary Protected Health Information to perform functions, activities, or services for or on behalf of County, as specified in Agreement. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
  - b) **Business Associate's Operations.** Provider may use the minimum necessary Protected Health Information for Provider's proper management and administration or to carry out Provider's legal responsibilities. Provider must comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients' identifying information removed, "to the extent practicable." Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. Provider may disclose the minimum necessary Protected Health Information for Provider's proper management and administration or to carry out Provider's legal responsibilities only if:
    - i. The disclosure is required by law; or
    - ii. Provider obtains reasonable assurance, evidenced by written contract, from any person or organization to which Provider will disclose Protected Health Information that the person or organization will:
      - a. Hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Provider disclosed it to the person or organization or as required by law; and
      - b. Promptly notify Provider (who will in turn promptly notify County) of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.
2. **Prohibition on Unauthorized Use or Disclosure.** Provider will neither use nor disclose Protected Health Information except as permitted or required by this Addendum, as otherwise permitted in writing by County/DHS, or as required by law. This Addendum does not authorize Provider to use or disclose Protected Health Information in a manner that would violate the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) if done by County, except as set forth in Section C(1)(b).
3. **Information Safeguards.** Provider will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 Code of Federal Regulations § 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services. The safeguards will be designed to preserve the integrity and confidentiality of, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, Protected Health Information. Provider will document and keep these safeguards current. Provider is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). The parties also may wish to specify the manner in which Provider will de-identify the information and the permitted uses and disclosures by the Provider of the de-identified information.

4. **Security Regulations for Electronic Protected Health Information.** Provider agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the County and/or DHS as required by the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Part 164, Subpart C. Provider will document and keep these safeguards current. Provider will report to County and/or DHS any Security Incident of which it becomes aware pursuant to the terms of paragraph D. 1. of this Addendum. Provider shall develop and document policies and procedures to insure the security of Protected Health Information, train workforce members on and have sanctions for failure to comply with these policies and procedures, and permit individuals to file complaints regarding these policies and procedures or a failure to comply with them.
5. **Sub-Contractors, Agents, and Volunteers.** Provider will require any of its subcontractors, agents and volunteers, to which Provider is permitted by this Addendum or in writing by County and/or DHS to create, receive, maintain, transmit or disclose Protected Health Information, to provide reasonable assurance, evidenced by written contract, that such subcontractor, agent or volunteer will comply with the same privacy and security obligations as Provider with respect to such Protected Health Information.

**C. Compliance with Standard Transactions.**

If Provider conducts in whole or part Standard Transactions for or on behalf of County, Provider will comply, and will require any subcontractor, agent or volunteer involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 Code of Federal Regulations Part 162. Provider will not enter into, or permit its subcontractors, agents or volunteers to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of County and/or DHS that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
4. Changes the meaning or intent of the Standard Transaction's implementation specification.

**D. Obligations and Activities of Business Associate.**

As a business associate of the County, Provider agrees to:

1. Make available protected health information in a designated record set to an individual or the individual's designee as necessary to satisfy the County's obligations under 45 CFR 164.524;
2. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the County and/or DHS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the County's obligations under 45 CFR 164.526;
3. Maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy the County's obligations under 45 CFR 164.528;
4. To the extent the Provider is to carry out one or more of the County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County and/or DHS in the performance of such obligation(s); and
5. Make its internal practices, books, and records available to the U.S. Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules subject to attorney-client and other applicable legal privileges.

**E. Provisions for the County and/or DHS to Inform Provider of Privacy Practices and Restrictions.**

1. The County and/or DHS shall notify Provider of any limitation(s) in the notice of privacy practices of the County and/or DHS under 45 CFR 164.520, to the extent that such limitation may affect Provider's use or disclosure of protected health information.
2. The County and/or DHS shall notify Provider of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Provider's use or disclosure of protected health information.

3. The County and/or DHS shall notify Provider of any restriction on the use or disclosure of protected health information that the County and/or DHS has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Provider's use or disclosure of protected health information.

**F. Individual Rights.**

1. **Access.** Provider will, within 10 days after County's request, make available to County and/or DHS or, at County's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any Protected Health Information about the individual that is in Provider's custody or control, so that County and/or DHS may meet its access obligations under 45 Code of Federal Regulations § 164.524.
2. **Amendment.** Provider will, upon receipt of notice from County, promptly amend or permit County and/or DHS access to amend any portion of the Protected Health Information, so that County and/or DHS may meet its amendment obligations under 45 Code of Federal Regulations § 164.526.
3. **Disclosure Accounting.** So that County and/or DHS may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
  - a) **Disclosure Tracking.** Effective April 14, 2003, Provider will record information concerning each disclosure of Protected Health Information, not excepted from disclosure tracking under Addendum Section C.3(b) below, that Provider makes to County and/or DHS or a third party . The information Provider will record is (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Provider made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "disclosure information"). For repetitive disclosures Provider makes to the same person or entity (including County) for a single purpose, Provider may provide (x) the disclosure information for the first of these repetitive disclosures, (y) the frequency, periodicity or number of these repetitive disclosures, and (z) the date of the last of these repetitive disclosures. Provider will make this disclosure information available to County and/or DHS within 10 days after County's request.
  - b) **Exceptions from Disclosure Tracking.** Provider need not record disclosure information or otherwise account for disclosures of Protected Health Information that this Addendum or County and/or DHS in writing permits or requires (i) for purposes of treating the individual who is the subject of the Protected Health Information disclosed, payment for that treatment, or for the health care operations of Provider; (ii) to the individual who is the subject of the Protected Health Information disclosed or to that individual's personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the Protected Health Information disclosed; (iv) to persons involved in that individual's health care or payment related to that individual's health care; (v) for notification for disaster relief purposes, (vi) for national security or intelligence purposes; (vii) as part of a limited data set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.
  - c) **Disclosure Tracking Time Periods.** Provider must have available for the disclosure information required by Addendum Section G.3(a) for the 6 years preceding County's request for the disclosure information (except Provider need have no disclosure information for disclosures occurring before April 14, 2003).
4. **Restriction Requests; Confidential Communications.** Provider will comply with any agreements for confidential communications of which it is aware and to which County and/or DHS agrees pursuant to 45 C.F.R. § 164.522(b) by communicating with persons affected using agreed upon alternative means or alternative locations. Provider also agrees to provide in a secure manner upon request by an individual a copy of the individual's electronic medical record in electronic form. Provider also agrees to securely transmit a copy of Protected Health Information to another person designated by an individual upon request.

5. **Inspection of Books and Records.** Provider will make its internal practices, books, and records, relating to its use and disclosure of Protected Health Information, available to County, to the Minnesota Department of Human Services and to the U.S. Department of Health and Human Services to determine compliance with 45 Code of Federal Regulations Parts 160-64 or this Addendum.

**G. Breach of Privacy Obligations.**

1. **Breach.** For purposes of this Section, any reference to “Provider” shall include any subcontractor, agent or volunteer which Provider is permitted to use by this Addendum. Provider shall be deemed the authorized agent of and legally responsible for the activities of any such subcontractor, agent or volunteer. Provider will report to County and/or DHS any use or disclosure of Protected Health Information not permitted by this Addendum. An impermissible use or disclosure of protected health information is presumed to be a “breach” of privacy obligations unless the Provider, demonstrates to the satisfaction of the County and/or DHS that there is a low probability that the Protected Health Information has been compromised based on a risk assessment that considers at least the following factors:
- a. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re- identification;
  - b. The unauthorized person who used the protected health information or to whom the disclosure was made.
2. **Reporting.**
- a. Provider will promptly mitigate to the extent practicable, any harmful effect that is known to Provider of a use or disclosure in violation of this Addendum. Provider will make the report in writing to County’s Legal Department not more than 5 days after Provider learns of such breach or non-permitted use or disclosure. A breach is treated as discovered by the County and/or DHS as of the first day on which such breach is known to the County and/or DHS or, by exercising reasonable diligence, would have been known to the County. Provider shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of the Provider.
    - i. Identify the nature of the non-permitted use or disclosure including the date of the breach and the date of the discovery of the breach, if known;
    - ii. Identify the Protected Health Information used or disclosed such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved
    - iii. Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure;
    - iv. Identify what corrective action Provider took or will take to investigate the breach and prevent further non-permitted uses or disclosures;
    - v. Identify what Provider did or will do to mitigate any deleterious effect of the non-permitted use or disclosure including any steps individuals should take to protect themselves from potential harm resulting from the breach ; and
    - vi. Provide such other information, including any written documentation, as County and/or DHS may reasonably request.
  - b. County and/or DHS will then determine whether sufficient notice of the breach has been provided and may determine either;
    - i. that Provider must take additional steps to fulfill the required HIPAA PHI Breach notice requirements or
    - ii. assume responsibility for any additional required notification itself.
3. **Termination of Agreement.**
- a. Right to Terminate for Breach. County and/or DHS may terminate Agreement if it determines, in its sole discretion, that Provider has breached any provision of this Addendum. County and/or



DHS may exercise this right to terminate Agreement by providing Provider written notice of termination, stating the breach of the Addendum that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in County's notice of termination.

- b. Obligations upon Termination.
- i. Return or Destruction. Upon termination, cancellation, expiration or other conclusion of Agreement, Provider will if feasible return to County/DHS or destroy all Protected Health Information, including all Protected Health Information in whatever form or medium (including any electronic medium) and all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of Protected Health Information. Provider will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. Provider will identify any Protected Health Information that cannot feasibly be returned to County and/or DHS or destroyed. Provider will limit its further use or disclosure of that Protected Health Information to those purposes that make return or destruction of that Protected Health Information infeasible. Within 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement, Provider will (a) certify on oath in writing that such return or destruction has been completed, (b) deliver to County/DHS the identification of any Protected Health Information for which return or destruction is infeasible, and (c) certify that it will only use or disclose such Protected Health Information for those purposes that make return or destruction infeasible.
  - ii. Continuing Privacy Obligation. Provider's obligation to protect the privacy of the Protected Health Information it created or received for or from County and/or DHS will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.
  - iii. Other Obligations and Rights. Provider's other obligations and rights and County's obligations and rights upon termination, cancellation, expiration or other conclusion of Agreement will be those set out in the Agreement.
4. **Indemnity.**
- Provider will indemnify and hold harmless County and/or DHS and any County and/or DHS affiliate, elected official, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs and penalties levied by HHS on County, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, volunteer, person or entity under Provider's control.
- a. Right to Tender or Undertake Defense. If County and/or DHS is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, person or entity under Provider's control, County and/or DHS will have the option at any time either (i) to tender its defense to Provider, in which case Provider will provide qualified attorneys, consultants, and other appropriate professionals to represent County's interests at Provider's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Provider will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
  - b. Right to Control Resolution. County and/or DHS will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that County and/or DHS may have tendered its defense to Provider. Any such resolution will not relieve Provider of its obligation to indemnify County and/or DHS under this Addendum Section D.3.

**H. Sanctions.**

The parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of

sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

**I. Amendment to Agreement.**

Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to Protected Health Information or Standard Transactions, this Addendum and the Agreement of which it is part will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.

**J. Conflicts.**

The terms and conditions of this Addendum will override and control any conflicting term or condition of Agreement unless the term or condition of Agreement establishes additional rights of the County and/or DHS or additional duties for or restrictions on Provider with respect to Protected Health Information or Standard Transactions, in which case the term or condition of Agreement shall control. All non-conflicting terms and conditions of Agreement remain in full force and effect.

IN WITNESS WHEREOF, County and Provider execute this Addendum in multiple originals to be effective on the last date written below.

County of Morrison

Oakridge Woodview Support Services

By: [Handwritten Signature]

By: \_\_\_\_\_

Title: Morrison Co Board Chair

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

Date: 07-26-16

Date: \_\_\_\_\_