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# Le Sueur County, MN

Tuesday, March 3, 2015

Board Meeting

## Item 5

**9:40 a.m. Cindy Shaughnessy, Public Health Director (15 minutes)**

*UCare Grant; Request for Approval; SHIP update; 2014 Financial Summary; 2015 goals*

Staff Contact:



# LE SUEUR COUNTY PUBLIC HEALTH

**Public Health**  
Prevent. Promote. Protect.

88 South Park Avenue  
Le Center, MN 56057  
Phone (507) 357-8246  
Fax (507) 357-4223

Le Sueur County Board of Commissioners Meeting  
March 3, 2015

Cindy Shaughnessy, Director

## Public Health Agenda

- 1) \$25,000 UCare Foundation Grant update
  - Lab quality refrigerator/freezer purchased; Lab remodel in process
  - Request approval to sign Purchase of Service Agreement and Business Associate Agreement with Healthy Smiles, Inc.
  - Brent Christian has reviewed and approved – attached.
- 2) Request approval to add an additional Therapy (Physical Therapy, Occupational Therapy & Speech Therapy) Contract for our Home Health Care program
- 3) SHIP (Statewide Health Improvement Program) update
  - *Notice of Intent* to apply for SHIP 4 for 2016-2020 has been submitted to MDH for Le Sueur-Waseca CHB to once again partner with Brown-Nicollet CHB.
- 4) 2014 Public Health and Community Health Financial Summary
  - Attached
- 5) Local Public Health Assessment and Planning cycle 2010-2014
  - All “deliverables” finished and approved by the CHB
  - Documents will be posted on the Public Health webpage:
    - Community Health Assessment (already posted)
    - Strategic Plan
    - Quality Improvement Plan
    - Community Health Improvement Plan
- 6) Public Health 2015 goals and resources

## PURCHASE OF SERVICE AGREEMENT

**The County of Le Sueur**, acting through its **Public Health Department**, 88 South Park Avenue, Le Center, MN 56057, hereinafter referred to as the County, and Shannon Kruckeberg, doing business as **Healthy Smiles, Inc.** hereinafter referred to as the Contractor, enter into the Agreement for the period April 1, 2015 and shall automatically renew for one year terms each January 1 unless modified, amended or terminated according to the Agreement.

### SCOPE OF SERVICES

The Contractor agrees to furnish the following services: fluoride varnish application and oral health promotion and disease prevention education. Included are such administrative services as are reasonably or necessarily incurred by the Contractor in providing the services, including all supplies and materials, reports, certificates and/or licenses, and assurances as are required by this Agreement.

As a condition precedent to this Agreement, and for the purpose of further defining the services or facilities to be provided, assisting the County in evaluating the services to be provided, enabling the County to document compliance with state and federal laws, rules and regulations, the Contractor shall provide the following documents or information upon request of the County:

- a) A description of the services to be offered;
- b) Copy of the collaborative agreement (as described in Minnesota Statutes 150A.10) between the Contractor and a dentist licensed to practice in the State of Minnesota.
- c) Copy of the Contractor's dental hygiene license;
- d) Statement that the Contractor has been engaged in the active practice of clinical dental hygiene for not less than 2,400 hours in the past 18 months or a career total of 3,000 hours, including a minimum of 200 hours of clinical practice in two of the past three years;
- e) Copy of current certification in advanced or basic cardiac life support as recognized by the American Heart Association, the American Red Cross, or another agency that is equivalent to the American Heart Association or the American Red Cross;
- f) Statement of qualifications and experience of the Contractor;
- g) Copy of the authorization from the Minnesota Department of Human Services stating the names of the services which the Contractor can provide and be reimbursed for through the Medical Assistance program;
- h) NPI or UMPI number that the Contractor will use for billing Medical Assistance;
- i) Proof of current insurance coverage as required in paragraph two under *Indemnity and Insurance* of this Agreement.

Documents or information provided pursuant to this paragraph shall be available in contract file and incorporated by reference as part of Agreement.

- A. Services shall be provided at the office of Le Sueur County Public Health or other locations agreed to by the County and the Contractor.
- B. Services shall be provided to clients of Le Sueur County Public Health; primarily during WIC Program clinic hours.
- C. The County will provide the Contractor with space in which to provide services, at mutually agreed upon times.
- D. Contractor will provide a ten day notice to the County when it is unable to provide services through this agreement.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective management of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

The County may duplicate, use and disclose in any manner consistent with the provisions of the Data Privacy Clause in this Agreement, and have others do so, all data delivered under this Agreement.

The County may evaluate the performance of the Contractor in regard to the provisions of this Agreement prior to its termination or within three (3) years thereafter. The County reserves the right to authorize independent evaluations under this paragraph.

## **PAYMENT**

Contractor will be an enrolled provider with the Minnesota Department of Human Services and will bill directly for services reimbursable through Medical Assistance, Minnesota Care, or related managed care programs. In no instance will persons served through this Agreement be charged directly by the Contractor.

## **STATUTORY ORGANIZATION REQUIREMENTS**

The Contractor 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 Contractor 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, 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 Contractor agrees to the following:

- 1) During the term of this Agreement, the Contractor agrees to comply with all state licensing standards, all applicable accrediting standards, and any other standards or criteria established by the County to assure quality services.

- 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.
- 3) Loss of any applicable state license by the Contractor shall be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation shall be effective as of the date of such loss.

### **EQUAL EMPLOYMENT OPPORTUNITY and CIVIL RIGHTS**

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin, be excluded from full employment rights in participation in, be denied the benefits of, or be other-wise subjected to discrimination under any program, services, or activity under the provision of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. The Contractor will furnish all information and reports required by the County or by Executive Order No. 11246 and Revised Order No. 4 and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to a certain compliance with such rules, regulations, and orders. The Contractor shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel and shall disseminate information to beneficiaries and the general public that services are provided in a non discriminatory manner in compliance with civil rights statutes and regulations.

No qualified handicapped person, as defined by United States Government of Health, Education, and Welfare regulations, Title 45 part 84.3 (J) and (K), which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C., 704, under Executive Order No., 11914 (41FR 17871, April 28, 1976):

- a) Shall be denied access to or opportunity to participate in or receive benefits from any services offered by the Contractor under the terms and provisions of this Agreement, nor
- b) Shall any qualified handicapped person be subject to discrimination in employment under any program or activity related to the services provided by the Contractor.

If during the term of this Agreement it is discovered that the Contractor is not in compliance with applicable regulations as warranted, or if the Contractor engages in any discriminatory practices as described in above in this clause, then the County may cancel said Agreement as provided by the Cancellation Clause of this Agreement.

## **INDEMNITY and INSURANCE**

*Indemnity:* The Contractor agrees to defend and indemnify the County, its officials, employees and agents from any and all liability, loss or damage they may suffer as a result of claims, demands, judgments or costs, including reasonable attorney's fees, arising out of or related to Contractor's performance of this Agreement. The County agrees to defend and indemnify the Contractor, its officials, employees and agents from any and all liability, loss or damage they may suffer as a result of claims, demands, judgments or costs, including reasonable attorney's fees, arising out of or related to the County's performance of this Agreement.

*Insurance:* The Contractor further agrees, in order to protect itself and the County under the indemnity provisions set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$500,000.00 for bodily injury or property damage to any one person and \$1,500,000.00 for total injuries or damage arising from any one incident.

## **INDEPENDENT CONTRACTOR STATUS**

Contractor is an independent contractor and nothing herein contained shall be construed to create the relationship of employer and employee between County and Contractor. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how best to perform or provide services. Contractor acknowledges and agrees that Contractor is not entitled to receive any of the benefits received by County's employees and is not eligible for Workers or Unemployment Benefits. Contractor also acknowledges and agrees that no withholdings or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is the Contractor's sole obligation to comply with the applicable provisions of all federal and state tax laws.

## **DATA PRIVACY**

All data collected, created, received, maintained or disseminated for any purposes in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. 13.01 et. seq.; the federal Health Insurance Portability and Accountability Act (HIPAA) regulations; and any other applicable state statutes, any state rules adopted to implement the Act, as well as federal regulations on data privacy. The Contractor agrees to abide strictly by these statutes, rules and regulations.

The Contractor also agrees to abide by the attached Addendum to Contract, Business Associate Agreement.

Shannon Kruckeberg, DBA as Healthy Smiles, Inc. is the Responsible Authority pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, for the collection, maintenance, use and dissemination of any set of data on individuals, government data or summary data pursuant to this Agreement.

## **MODIFICATION of AGREEMENT**

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and the Contractor, and attached to the original of this Agreement.

## **CONDITIONS of the PARTIES' OBLIGATIONS**

In the event that there is revision of federal or state regulations or laws which might conflict with any of the provisions of this Agreement, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new federal or state regulations or laws. Refusal to renegotiate in order to bring this Agreement into compliance shall be cause for termination of this Agreement.

When required, the Contractor will assist the County with proper documentation for completing forms and reports in compliance with the regulations of all state and federal agencies, including but not limited to the Minnesota Department of Health and the Minnesota Department of Human Services.

## **SUBCONTRACTING and ASSIGNMENTS**

The Contractor shall neither enter into subcontracts for performance of any of the Purchased Services contemplated under this Agreement, nor assign this Agreement, without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

## **DEFAULT**

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.

Unless the Contractor's default is excused under the provisions of this Agreement, the Contractor, after receipt of notice by the County of any of the following conditions or other circumstances warranting cancellation of this Agreement, shall have ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County to cure the specified failure:

- a) If the Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
- b) If the Contractor fails to perform any of the other provisions of this Agreement, including but not limited to a failure to cooperate with any evaluation procedure which may be required, or so fails to prosecute the works as to endanger performance of this Agreement in accordance with its terms; or

- c) If it is discovered that material misrepresentations were made by the Contractor as to conditions relied upon by the County which purported to exist by the terms of this Agreement and all exhibits and documents attached hereto and incorporated by reference.

If the Contractor fails to remedy the specified condition after notice within the prescribed period of time, then the County may upon written notice immediately cancel the whole or any part of this Agreement.

Waiver of any default shall not be deemed to a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of authorized representative of the County, and attached to the original Agreement.

The rights and remedies of the County provided in this clause shall be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### **CANCELLATION AND FINALIZATION**

This Agreement or portion thereof may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice, delivered by mail or in person.

After receipt of a notice of cancellation, and except as otherwise directed, the Contractor shall:

- a) Discontinue provision of services under this Agreement on the date, and to the extent specified, in the notice of cancellation.
- b) Maintain all records relating to performance of the cancelled portion of the Agreement as may be required by the County.

### **MERGER**

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any Public Health Department(s) relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.



IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement, this 1<sup>st</sup> day of April 2015, regardless of the date of the signatures hereunder.

**LE SUEUR COUNTY**

BY \_\_\_\_\_  
Chair, Le Sueur County Board of Commissioners

DATE \_\_\_\_\_

BY \_\_\_\_\_  
Director, Le Sueur County Public Health

DATE \_\_\_\_\_

**CONTRACTOR**

BY \_\_\_\_\_

DATE \_\_\_\_\_

TITLE \_\_\_\_\_

## BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made and entered into between **Le Sueur County Public Health**, 88 South Park Avenue, Le Center, MN 56057 (“Covered Entity”) and **Healthy Smiles, Inc.** (“Business Associate”) as of the last date of the signatures below and shall become effective once signed by both parties (“Effective Date”).

### RECITALS

A. Pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104191, 110 Stat. 2024 (Aug. 21, 1996) (“HIPAA”), the Office of the Secretary of the Department of Health and Human Services has issued regulations governing the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (“Privacy Rule”);

B. The Privacy Rule provides, among other things, that a Covered Entity is permitted to disclose Protected Health Information to a Business Associate and allow the Business Associate to obtain, receive, and create Protected Health Information on the Covered Entity’s behalf, only if the Covered Entity obtains satisfactory assurances in the form of a written contract that the Business Associate will appropriately safeguard the Protected Health Information;

C. Covered Entity and Business Associate are parties to one or more agreements and/or may in the future become parties to additional agreements (collectively the “Underlying Agreements”), pursuant to which Business Associate provides certain services to Covered Entity and, in connection with such services, creates, receives, uses or discloses for or on behalf of Covered Entity certain individually identifiable Protected Health Information (“PHI”) relating to patients of Covered Entity that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act Title XIII of Division A of the American Recovery and Reinvestment Act, 2009 (“HITECH Act”) and regulations promulgated thereunder, as such law and regulations may be amended from time to time (collectively “HIPAA”);

D. Covered Entity and Business Associate desire to determine the terms under which they shall comply with the Privacy Rule.

### AGREEMENT

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

#### 1. General HIPAA Compliance Provisions.

1.1 *HIPAA Definitions.* The following terms used in this Agreement 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 Rules, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

## 1.2 *Specific Definitions.*

1.2.1 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 **Healthy Smiles, Inc.**

1.2.2 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 **Le Sueur County Public Health.**

1.2.3 HIPAA Rules: “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

## 2. Obligations and Activities of Business Associate.

2.1 Business Associate may not use or disclose Protected Health Information other than as permitted or required by the Underlying Agreements or as Required By Law.

2.2 Business Associate agrees to use appropriate safeguards, including without limitation, administrative, physical and technical safeguards, and comply with Subpart C of 45 CFR Part 164, to prevent Use or Disclosure of the Protected Health Information other than as provided for by this Agreement and to reasonably and appropriately employ the same standards as Required By Law to protect the confidentiality, integrity and availability of any Electronic Protected Health Information (“e-PHI”) that it may receive, maintain or transmit on behalf of the Covered Entity.

2.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.4 Business Associate agrees to report to Covered Entity any Use or Disclosure of the Protected Health Information not provided for by this Agreement, including Breaches of Unsecured PHI as required at 45 CFR 164.410, or any Security Incident resulting in an unauthorized access or acquisition of e-PHI, of which it becomes aware, involving Protected Health Information of the Covered Entity.

2.5 Business Associate must in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors, agents or affiliates of the Business Associate that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associate must obtain satisfactory assurances in the form of a written agreement or memorandum of understanding directly from Subcontractors stipulating that the Subcontractor agrees to comply with the terms and conditions of the Business Associate Agreement. Business Associate must ensure that any agent or Subcontractor to whom the Business Associate

provides PHI not export PHI beyond the borders of the United States of America without express written agreement of the Covered Entity.

2.6 Business Associate agrees to provide access, at the written request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity in order to meet the requirements under 45 CFR §164.524.

2.7 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to, pursuant to 45 CFR §164.526, at the written request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

2.8 Business Associate agrees to make available internal practices, books and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by, Business Associate on behalf of Covered Entity or at the request of the Covered Entity to the Secretary in a time and manner designated by the Covered Entity or the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.

2.9 Business Associate agrees to document such Disclosures of Protected Health Information and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR §164.528.

2.10 Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR §164.528.

2.11 Business Associate understands and agrees that it will not access or use any Protected Health Information of any Individual except for those Individuals whose PHI has been disclosed to Business Associate, and it will further limit access to that Protected Health Information that is necessary to the activities undertaken by Business Associate on behalf of Covered Entity.

2.12 Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii) at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable Individual. Business Associate will not engage in any communication which might be deemed to be "Marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing

regulations, comply with all applicable requirements of the Security Rule contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316 at such time as the requirements are applicable to Business Associate.

3. Permitted Uses and Disclosures by Business Associate.

3.1 In case Business Associate obtains or creates Protected Health Information, Business Associate may use or disclose Protected Health Information, or any information derived from that Protected Health Information, only as explicitly permitted in the Underlying Agreements, and only if such Use or Disclosure, respectively, is in compliance with each applicable requirement of Subpart E of 45 CFR Part 164 if done by Covered Entity. It means that:

3.1.1 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate;

3.1.2 Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person/organization to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person/organization, and the person/organization notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached; and

3.1.3 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.

3.2 Business Associate is authorized to use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

3.3 Business Associate may use or disclose PHI as Required By Law.

3.4 Business Associate agrees to make Uses and Disclosures and requests for PHI consistent with Covered Entity's Minimum Necessary policies and procedures.

4. Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

4.1 Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520 to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his/her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

4.3 Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522 to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

5. Term and Termination.

5.1 *Term.* The term of this Agreement shall be effective as of the Effective Date, and shall terminate on termination of the Underlying Agreements or on the date Covered Entity terminates for cause as authorized in paragraph 5.2 of this section, whichever is sooner, provided that Business Associate shall continue to comply with the return of PHI as provided in this Agreement after the termination of this Agreement.

5.2 *Termination for Cause.* Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the Breach or ended the violation within the time specified by Covered Entity.

5.3 *Obligations of Business Associate upon Termination.* Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

5.3.1 Retain only that PHI which is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.3.2 Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;

5.3.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to e-PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

5.3.4 Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at "Permitted Uses and Disclosures by Business Associate" which applied prior to termination; and

5.3.5 Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities. Notwithstanding the foregoing provisions, Business Associate shall not destroy any PHI in less than six (6) years from the date it is received by Business Associate.

5.4 *Survival.* The obligations of Business Associate under this Section 5 shall survive the termination of this Agreement.

6. Liability.

6.1 *Indemnification.* Business Associate shall be solely responsible for and shall indemnify and hold Covered Entity harmless from any and all claims, damages, or causes of action (including Covered Entity's reasonable attorneys' fees) arising out of the acts or omissions of Business Associate or Business Associate's employees, agents and Subcontractors, and Business Associate will pay all losses, costs, liabilities and expenses agreed to in settlement of or in compromise of or finally awarded Covered Entity in connection with such claims or actions. Covered Entity shall notify Business Associate promptly of any action or claims threatened against or received by Covered Entity and provide Business Associate with such cooperation, information and assistance as Business Associate shall reasonably request in connection therewith. This Section 6.1 shall survive the termination of this Agreement.

6.2 *Insurance Coverage.* Business Associate agrees that it will purchase, if available and at its own expense, an insurance policy that will insure against any violations of the Privacy Rule by Business Associate or its employees, agents, Subcontractors, and representatives with respect to Protected Health Information it receives from, or creates or receives on behalf of, Covered Entity. This insurance will provide liability coverage in such amounts as requested in writing by the Covered Entity. Business Associate shall file with the Covered Entity a certificate of insurance as evidence of the required coverage. Such insurance policy will be effective no later than the Effective Date.

7. Miscellaneous Provisions.

7.1 *Regulatory References.* A reference in this Agreement to a Section in the HIPAA Rules means the Section as in effect or amended.

7.2 *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any amendment, alteration, or modification to this Agreement must be in writing signed by the parties.

7.3 *Interpretation.* Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

7.4 *Third Party Beneficiary.* No individual or entity is intended to be a third party beneficiary of this Agreement or the Underlying Agreements.

7.5 *Choice of Law.* This Agreement shall be governed by the laws of the State of Minnesota, except where federal law preempts Minnesota law, and shall be construed in accordance therewith.

7.6 *Binding Nature and Assignment.* This Agreement shall be binding on the parties hereto and their successors and assigns, but neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

7.7 *Waiver.* No provision of this Agreement may be waived except by agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

7.8 *Severability.* In the event that any word, phrase, clause, sentence, paragraph, section or provision of this Agreement shall violate any applicable statute, ordinance, regulation or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

7.9 *Entire Agreement.* This Agreement contains the entire agreement between the parties with respect to the matters covered by this Agreement and supercedes all prior negotiations, agreements and contracts between the parties, whether oral or in writing, except for the Underlying Agreements referenced herein. However, to the extent the terms of this Agreement conflict or are inconsistent with the provisions in the Underlying Agreements relating to matters covered by this Agreement, the terms of this Agreement shall supercede such provisions.

IN WITNESS WHEREOF, the undersigned, having full authority to bind their respective principals, have executed this Agreement.

**COVERED ENTITY**

Le Sueur County Public Health

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

Its: \_\_\_\_\_

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

**BUSINESS ASSOCIATE**

\_\_\_\_\_

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

Its: \_\_\_\_\_

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

October 2013



**LE SUEUR COUNTY PUBLIC HEALTH  
FINANCIAL SUMMARY FOR 2014**

**INCOME**

**Grants**

|                                   |           |                |
|-----------------------------------|-----------|----------------|
| Local Public Health Grant (LPHG)  | \$        | 77,993         |
| Maternal Child Health (MCH)       | \$        | 25,659         |
| PH Preparedness (PHEP)            | \$        | 18,217         |
| Cities Readiness Initiative (CRI) | \$        | 1,882          |
| TANF                              | \$        | 30,574         |
| SHIP                              | \$        | 1,785          |
| IPI, EHDI and EHD                 | \$        | 6,041          |
| <b>Total</b>                      | <b>\$</b> | <b>162,151</b> |

**Fees For Home Care**

|                            |           |                |
|----------------------------|-----------|----------------|
| Medicare                   | \$        | 23,861         |
| Medical Assistance         | \$        | 143,878        |
| Private Pay                | \$        | 40,421         |
| Veterans Administration    | \$        | 51,240         |
| Waivered Services (AC, HM) | \$        | 23,475         |
| Insurance                  | \$        | 86             |
| UCare MSHO, MSC+           | \$        | 93,154         |
| SecureBlue MSHO, MSC+      | \$        | 152,312        |
| <b>Total</b>               | <b>\$</b> | <b>528,427</b> |

**Fees Waiver Team/ Case Management**

|                         |           |                |
|-------------------------|-----------|----------------|
| UCare                   | \$        | 105,217        |
| Blues                   | \$        | 220,091        |
| Waiver (CM + Case Aide) | \$        | 157,099        |
| PAS                     | \$        | 133,767        |
| PCA - MA                | \$        | 2,348          |
| <b>Total</b>            | <b>\$</b> | <b>618,522</b> |

**Miscellaneous**

|                                  |    |        |
|----------------------------------|----|--------|
| Supplies, Refunds & Misc Revenue | \$ | 78     |
| Waiver Pass Through              | \$ | 66,420 |
| (Bus, Chore, Home Mods)          | \$ | 66,498 |

**Fees for Health Promotion**

|                           |           |                |
|---------------------------|-----------|----------------|
| CTC Contract              | \$        | 52,385         |
| CTC Clinic                | \$        | -              |
| Immunizations             | \$        | 2,116          |
| WIC                       | \$        | 107,319        |
| Early Childhood Screening | \$        | 2,948          |
| Hepatitis Vaccinations    | \$        | 1,620          |
| Donations                 | \$        | 150            |
| Flu Vaccinations          | \$        | 14,870         |
| Family Health MA          | \$        | 11,477         |
| Buccal Swabs              | \$        | -              |
| <b>Total</b>              | <b>\$</b> | <b>192,885</b> |

**INCOME GRAND TOTAL** **\$ 1,568,483**

**EXPENSES**

**Salaries**

|                                  |           |                  |
|----------------------------------|-----------|------------------|
| Nurses                           | \$        | 986,132          |
| Nutrition Educator               | \$        | 23,800           |
| Support Staff                    | \$        | 101,711          |
| Home Health Aides                | \$        | 109,899          |
| Homemakers                       | \$        | 50,286           |
| Fringe Benefits                  | \$        | 402,214          |
| PERA Furlough payment            | \$        | -                |
| Credit for EM time (Pam & Tammy) | \$        | (1,244)          |
| Unemployment                     | \$        | -                |
| Per Diem                         | \$        | 250              |
| <b>Total</b>                     | <b>\$</b> | <b>1,673,048</b> |

**Transportation Costs**

**\$ 64,848**

**Professional Services**

**\$ 18,295**

**Program expenses**

|                                   |           |                |
|-----------------------------------|-----------|----------------|
| Waivered Services program expense | \$        | 559            |
| Waivered Pass through             | \$        | 66,420         |
| MCH - Family Planning             | \$        | 1,666          |
| Medicare                          | \$        | 1,925          |
| CTC Outreach supplies             | \$        | 1,924          |
| LPHG                              | \$        | 9,526          |
| WIC                               | \$        | 873            |
| PHEP/ PH Preparedness             | \$        | 717            |
| CRI                               | \$        | 368            |
| PAS                               | \$        | -              |
| TANF                              | \$        | 241            |
| Flu Vaccine                       | \$        | 13,739         |
| SHIP                              | \$        | 5,759          |
| <b>Total</b>                      | <b>\$</b> | <b>103,717</b> |

**Operating Expenses**

|                                     |           |               |
|-------------------------------------|-----------|---------------|
| Staff Expenses, Training, Education | \$        | 2,214         |
| Printing & Advertising              | \$        | 4,898         |
| Agency Dues & Licensing             | \$        | 4,170         |
| Refunds                             | \$        | 1,123         |
| Office Supplies; UPS                | \$        | 2,801         |
| Nursing Supplies                    | \$        | 6,614         |
| Equipment                           | \$        | 7,985         |
| Subscriptions                       | \$        | 349           |
| Sales Tax                           | \$        | 26            |
| MN Care Tax                         | \$        | 368           |
| Repairs & Maintenance               | \$        | -             |
| <b>Total</b>                        | <b>\$</b> | <b>30,548</b> |

Misc Auditor's expense-reconcile **\$ (1)**

**EXPENSES GRAND TOTAL** **\$ 1,890,455**

County Tax dollars used \$321,972

**Public Health under budget by \$31,871**

**LE SUEUR COUNTY PUBLIC HEALTH  
COMMUNITY HEALTH PROGRAM - FINANCIAL SUMMARY FOR 2014**

**INCOME**

**Grants**

|                           |                  |
|---------------------------|------------------|
| Local Public Health Grant | \$ 16,637        |
| <b>Total</b>              | <b>\$ 16,637</b> |

**Fees**

|                          |                   |
|--------------------------|-------------------|
| Water, Wells             | \$ 5,825          |
| Food, Beverage & Lodging | \$ 100,670        |
| MHP / RCA licenses       | \$ 10,611         |
| <b>Total</b>             | <b>\$ 117,106</b> |

**Misc. Reimbursement**

|                             |                 |
|-----------------------------|-----------------|
| Property Tax - delinquent   | \$ -            |
| Misc. reimbursement (Pools) | \$ 2,925        |
| <b>Total</b>                | <b>\$ 2,925</b> |

**EXPENSES**

**Salaries**

|                          |                  |
|--------------------------|------------------|
| EHS and Office Assistant | \$ 70,135        |
| Fringe Benefits          | \$ 27,214        |
| Weekend compensation     | \$ -             |
| <b>Total</b>             | <b>\$ 97,349</b> |

**Transportation Costs**

|  |          |
|--|----------|
|  | \$ 4,081 |
|--|----------|

**Payment to Waseca County**

|  |           |
|--|-----------|
|  | \$ 35,088 |
|--|-----------|

**Program/ Operating expenses**

|                                    |                 |
|------------------------------------|-----------------|
| Printing, Publishing & Advertising | \$ 334          |
| Dues & Subscriptions               | \$ 277          |
| Postage                            | \$ 155          |
| Lab expenses                       | \$ 172          |
| Training                           | \$ 464          |
| Repairs & Maintenance              | \$ -            |
| Convention Expense                 | \$ 426          |
| Sales Tax                          | \$ -            |
| Miscellaneous                      | \$ 13           |
| Core Function Fee Payment          | \$ 1,000        |
| Refunding                          | \$ 10           |
| Books, Ledgers                     | \$ 23           |
| Stationary & Forms                 | \$ 281          |
| Office Supplies                    | \$ 448          |
| Educational Materials              | \$ -            |
| Equipment                          | \$ 179          |
| <b>Total</b>                       | <b>\$ 3,782</b> |

|                            |         |
|----------------------------|---------|
| Auditor's Office Reconcile | \$ (20) |
|----------------------------|---------|

**INCOME GRAND TOTAL     \$    136,668**

**EXPENSES GRAND TOTAL     \$    140,280**

County Tax dollars used: 0     Dollars used from reserves to balance: \$3,612

Community Health under budget by \$2,119 for 2014