



STEELE COUNTY BOARD OF COMMISSIONERS WORK SESSION AGENDA

Administration Center - 630 Florence Avenue – Owatonna, MN 55060

*Steele County's Mission:
Driven to deliver quality services in a respectful and fiscally responsible way.*

TUESDAY, AUGUST 12, 2025 at 4:00 PM
County Boardroom, Steele County Administration Center

Agenda

1. Call to Order
2. Southern Minnesota Initiative Foundation (SMIT) - Benya Kraus, President/CEO
3. Renewal / Extension of MNPrairie IT Services Contract
4. Human Services update - Health Management Association (HMA) presentation
5. Other Business

Presentation

Adjourn

Disclaimer: This agenda has been prepared to provide information regarding an upcoming meeting of the Steele County Board of Commissioners. This document does not claim to be complete and is subject to change.

Notice: Effective May 24, 2025: Steele County Commissioners may, at any time, participate by interactive technology per Minn. Stat. 13D.02 subds. 1 & 2.



Steele County Agenda Item

Subject: Renewal / Extension of MNPrairie IT Services Contract

Department: Information Technology

Committee Meeting Date: August 12, 2025

Board Meeting Date: August 12, 2025

Consent Agenda: ☐ Yes ☒ No

Resolution: ☐ Yes ☒ No

Policy Committee Recommendation:

Enter the recommendation from the Committee to the Board of Commissioners. This must be filled out for all Board Meeting agenda items. If the item did not go to a committee list as “N/A” or a reason why.

Recommendation:

Approve renewal / extension of MNPrairie IT Services Contract to EOY 2026

Background (*Including Budget Impact*):

Our current contract for SCIT (Steele County IT) to provide IT Services to MNPrairie ends at EOY 2025. In order to provide a seamless transition for both Steele County and MNPrairie as well as the Human Services clients, Tara and I have negotiated an extension of the existing contract to EOY 2026 which is the target date for Steele County Human Services.

Attached is the proposed extension to the IT Services contract with MNPrairie. Changes are in red and include the following:

Section 2 – A. Effective period: 01/01/2026 through 12/31/2026

Section 2 – F. Completion of Services. Transitioning to a new TBD provider.

Section 11. Management Contacts. Changed from Scott and Jane to Renae and Tara.

Attachment A: IT Services Addendum

Section 4.3 includes the following additional responsibilities for SCIT:

- Participate in consultations to vet potential successor professional technology vendors.
- Provide potential successor professional technology vendors with information as requested by MNPrairie.

- Coordinate with chosen successor professional technology vendor to ensure a smooth transition of technology support for MNPrairie.

Section 4.4 includes the following additional responsibilities for MNPrairie

- Establish professional technology services with a new vendor to start no later than January 1, 2027.

Section 9. Approvals by Renae and Tara

The attached BAA covers the effective period from 01/01/2026 to 12/31/2026

Both documents have been reviewed by Renae and Robert.

I would like to get this approved in the August 12th meeting. We need to get this in place to ensure minimal impact on the clients as well as reducing the additional lift for Steele County IT. HOW we support them for the next 5 months of the current contract is determined by whether we are servicing them throughout the transition period. Need to get that settled.

Attachments:

Updated 2026 Contract

Updated BAA

Agreement for Delivery of Technology Services **Between Minnesota Prairie County Alliance and Steele County**

Minnesota Prairie County Alliance (hereinafter referred to as MNPRAIRIE), 22 6th Street East, Department 401, Mantorville, Minnesota 55955 and **Steele County**, Steele County Administration Center, 630 Florence Avenue, PO Box 890, Owatonna, MN 55060 (hereinafter referred to as STEELE COUNTY), enter into this Agreement for the period identified in Section 2.

WHEREAS, the Minnesota counties of Dodge, Steele, and Waseca executed a joint powers agreement to form a multi-county human services delivery authority known as Minnesota Prairie County Alliance and transferred operations of each member county's human services to MNPRAIRIE on January 1, 2015; and

WHEREAS, MNPRAIRIE's successful operation requires, among other things, the provision of professional technology services; and

WHEREAS, STEELE COUNTY has established their capacity and continued interest in providing professional technology services for this purpose.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereby agree as follows:

Section 1. Responsibilities.

- A. STEELE COUNTY shall provide professional technology services in accordance with the key deliverables included in attachment(s) to this Agreement that have been executed in accordance with Section 2 for the purpose of supporting MNPRAIRIE business operations.
- B. MNPRAIRIE shall provide guidance, make decisions to set the direction of work being managed under this Agreement, and authorize expenditures of the funding.
 - I. Except in an emergency, STEELE COUNTY shall seek authorization from MNPRAIRIE prior to engaging any independent consultant or contractor services necessary to effectively provide technology services in accordance with this agreement. In an emergency situation, MNPRAIRIE hereby authorizes STEELE COUNTY IT to take actions they deem necessary, prudent, and in MNPRAIRIE's best interest to restore normal operations as quickly as practical.
 - II. Hardware and software purchases shall be authorized by MNPRAIRIE.
- C. MNPRAIRIE shall provide consideration in accordance with Section 3.
- D. MNPRAIRIE shall appoint a technology liaison.

Section 2. Terms and Conditions of Agreement; and Modifications.

- A. Effective period. The Agreement shall be effective **January 1, 2026 through December 31, 2026**, unless a new agreement is signed by both parties or terminated under other

provisions of this section.

- B. Modification of Agreement. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this Agreement. Modifications to key deliverables included in attachment(s) to this Agreement may be executed by mutual agreement and signature of the management contacts for each party as listed in Section 11.
- C. Withdrawal. Either party may withdraw from this Agreement by filing a written notice of its withdrawal to the management contact for the other party as listed in Section 11. The effective date of the withdrawal may not be earlier than the end of a calendar year at least one year hence, unless mutually agreed upon by both parties to terminate earlier.
- D. Limitation on claims. No claim for services furnished by STEELE COUNTY not specifically provided in the Agreement will be allowed by MNPRAIRIE, nor must STEELE COUNTY do any work or furnish any material not covered by the Agreement, unless this is approved in writing by both parties, in accordance with paragraph (b) of this section.
- E. Termination in absence of funding. It is understood and agreed that in the event the funding to MNPRAIRIE 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 services under this Agreement, the obligations of each party hereunder may be terminated with shorter notice by MNPRAIRIE than required by paragraph (d) of this section.
- F. Completion of Services. It is understood and agreed that MNPRAIRIE will seek an alternative vendor for professional technology services to begin no later than January 1, 2027. Upon full transition of professional technology services to a new vendor, this contract will terminate.

Section 3. Consideration.

- A. MNPRAIRIE shall pay STEELE COUNTY for the actual costs incurred by STEELE COUNTY in the provision of services in accordance with Section 1.
 - I. Actual, direct costs incurred by STEELE COUNTY for a given calendar quarter shall be allocated to MNPRAIRIE based on the relative proportion of time spent by IT staff on activities clearly linked to MNPRAIRIE business (e.g., help-desk tickets, projects, meetings, research or training) in relation to all activities conducted by IT staff, as tracked using ConnectWise (or a similar tool).
 - II. Actual costs shall include:
 - a. Personnel costs for the IT director, assistant IT director, two network technicians, and any other mutually agreed upon IT staff. Personnel costs shall include salary, employer-paid benefits and payroll taxes, and workers' compensation.
 - b. Facilities, equipment & supplies costs for the same IT staff, including workspace square footage (at the same rate as the MNPRAIRIE workspace lease with STEELE COUNTY); telephone(s) and other technology hardware, software, and infrastructure; office supplies, and

- postage.
- c. Training costs for the same IT staff.
- d. Mileage costs.
 - i. Note that mileage costs incurred solely on behalf of MNPRAIRIE business shall be paid at the IRS rate. (e.g., travel to a MNPRAIRIE site to provide technological support).
 - ii. Other mileage costs shall be pro-rated as an IT staff cost (e.g., attending training on technology security).
- B. MNPRAIRIE shall pay separately from this agreement for independent consultant or contractor services, hardware, and software authorized in accordance with Section 1.
- C. STEELE COUNTY shall submit an invoice for payment at least one time per quarter and no more than thirty days following the end of the calendar year in which services were provided in accordance with this Agreement.
- D. MNPRAIRIE shall pay STEELE COUNTY within thirty days of receipt of a complete and proper invoice.
- E. MNPRAIRIE may claim federal financial participation as appropriate for payments made in accordance with this Agreement.

Section 4. Bonding, Indemnity and Insurance.

- A. Bonding. STEELE COUNTY shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of \$50,000 covering the activity of each person authorized to receive or distribute monies under this Agreement.
- B. Indemnity.
 - I. STEELE COUNTY does hereby agree that it will defend, indemnify, and hold harmless MNPRAIRIE against any and all liability, loss, damages, costs and which MNPRAIRIE may hereafter sustain, incur, or be required to pay by reason of any negligent act or omission or intentional act of STEELE COUNTY, 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.
 - II. MNPRAIRIE does hereby agree that it will defend, indemnify, and hold harmless STEELE COUNTY, its employees, officers, and agents, against any and all liability, loss, damages, and costs which STEELE COUNTY may hereafter sustain, incur, or be required to pay by reason of any negligent act or omission or intentional act of MNPRAIRIE, its employees, officers, and agents which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of STEELE COUNTY'S obligations under this Agreement.
- C. Insurance. STEELE COUNTY and MNPRAIRIE agree, that to protect themselves and each other under the indemnity agreement provisions above, each will, at all times during the term of the Agreement, have and keep in force insurance coverage that, at a minimum, meets the party's maximum liability limits under Minn. Stat. 466.04. Each party must also maintain workers compensation insurance per statutory requirements.

Section 5. Audits, Records, and Disclosures.

- A. Record retention. STEELE COUNTY shall maintain all records pertaining to this Agreement at STEELE COUNTY's place of business for a minimum of six years for audit purposes and per statute.
- B. Record access. STEELE COUNTY shall allow personnel of MNPRAIRIE, Minnesota Department of Human Services, Minnesota State Auditor, Minnesota Office of Legislative Auditor, and the United States Department of Health and Human Services to access STEELE COUNTY's facility(ies) and records and to copy program and fiscal records at reasonable hours to exercise their responsibility to monitor publicly funded expenditures.
- C. Disclosures.
 - I. Within thirty (30) days, STEELE COUNTY shall inform the MNPRAIRIE management contact identified in Section 11 of changes in administrator and board of commissioner membership.
 - II. Within fourteen (14) days, STEELE COUNTY shall inform the MNPRAIRIE management contact identified in Section 11 of current or expected inability to provide the quality or quantity of services under this Agreement or of changes in personnel affecting this project.
 - III. Upon such notice, MNPRAIRIE shall determine whether such information will require modification or cancellation of the contract.

Section 6. Contractor Debarment, Suspension, and Responsibility Certification.

Federal Regulations at 45 CFR 92.35 prohibit MNPRAIRIE 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 MNPRAIRIE. 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 STEELE COUNTY certifies that they are in compliance with these regulations.

Section 7. Safeguard of Employee Information.

The use or disclosure by any party of information concerning an employee 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 MNPRAIRIE's or STEELE COUNTY's responsibility with respect to the services purchased hereunder is prohibited except on written consent of such employee or the employee's attorney, or as otherwise allowed or required under law.

- A. STEELE COUNTY agrees to defend, indemnify, and save and hold MNPRAIRIE, its agents, officers, and employees harmless from all claims to the extent the breach of information is exclusively within the scope and control of STEELE COUNTY.
- B. To the extent that STEELE COUNTY performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of MNPRAIRIE, STEELE COUNTY is a business associate of MNPRAIRIE for purposes of the Health Insurance

Portability and Accountability Act of 1996. STEELE COUNTY 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") per the attached business associate addendum (Attachment BAA).

Section 8. Equal Employment Opportunity and Civil Rights and Nondiscrimination.

STEELE COUNTY agrees to comply with the Civil Rights Act of 1964, Title VII, 42 U.S.C. 2000e, including Executive Order No. 11246, Title VI, 42 U.S.C. 2000d, 42 U.S.C. § 12101, et seq. ("ADA"), 28 C.F.R. § 35.101-35.190, Title IX of the Educational Amendments of 1982 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973, and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363.01 et seq.

Section 9. Subcontracting.

- A. STEELE COUNTY shall not enter into subcontracts for performance of any of the services contemplated under this Agreement nor assign any interest in the Agreement without written approval of MNPRAIRIE and subject to such provisions as MNPRAIRIE may deem necessary.
- B. All subcontractors must be subject to and must meet all the requirements of this contract.
- C. STEELE COUNTY must ensure that any and all subcontracts to provide services under this contract must contain the following language:

"The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from STEELE COUNTY reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity."

- D. STEELE COUNTY agrees to be responsible for the performance of any subcontractor to ensure compliance with the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

Section 10. Independent Contractor.

- A. It is agreed that nothing contained in this Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint

ventures, or an association with MNPRAIRIE and STEELE COUNTY, nor shall STEELE COUNTY, its employees, agents, and representatives be considered employees of MNPRAIRIE.

- B. STEELE COUNTY represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of STEELE COUNTY or other persons, while engaged in the performance of any work or services required by STEELE COUNTY under this Agreement, shall have no contractual relationship with MNPRAIRIE and shall not be considered employees of MNPRAIRIE, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against STEELE COUNTY, its officers, agents, contractors, or employees shall in no way be the responsibility of MNPRAIRIE; and STEELE COUNTY shall defend, indemnify, and hold MNPRAIRIE, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from MNPRAIRIE, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, paid time off, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- C. The STEELE COUNTY employees performing Technology services for MNPRAIRIE shall at all times, herein, be considered STEELE COUNTY employees.
- D. STEELE COUNTY employees performing Technology services for MNPRAIRIE will not be considered MNPRAIRIE employees.
- E. STEELE COUNTY employees performing Technology services for MNPRAIRIE shall be subject to the personnel and other policies of STEELE COUNTY.

Section 11. Management Contacts.

- A. The management contact for STEELE COUNTY is **Renaë Fry**, County Administrator, or her successor, Steele County, Steele County Administration Center, 630 Florence Avenue, PO Box 890, Owatonna, MN 55060, (507)444-7431 or renaë.fry@steelecountymn.gov.
- B. The management contact for MNPRAIRIE is **Tara Reich**, Executive Director, or her successor, Minnesota Prairie County Alliance, 22 6th Street East, Department 401, Mantorville, MN 55955, (507) 923-2900 or tara.reich@mnprairie.gov.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

STEELE COUNTY BOARD OF COMMISSIONERS

By: _____

Date: _____

As to form & execution:

STEELE COUNTY ATTORNEY

By: _____

Date: _____

**MINNESOTA PRAIRIE COUNTY ALLIANCE JOINT
POWERS BOARD CHAIR**

By: _____

Date: _____



Attachment A: IT Services Addendum



1. General Overview.

This IT Services Addendum between Minnesota Prairie County Alliance (MNPrairie) and Steele County IT (SCIT) serves to document:

- The technology services SCIT will provide to MNPrairie.
- The general levels of response, availability, and maintenance associated with these services.
- The responsibilities of Steele County as a provider of these services and of MNPrairie receiving services.
- Processes for requesting services.

This addendum shall remain valid until revised or terminated.

2. Definitions.

Change – Any event that has the potential to impact worker production.

Incident – A disruption in service to ongoing operations, generally a fix or repair event.

Problem – One or more like incidents that when grouped together are indicative of a larger issue.

Escalation Threshold – the time period after which, if a reported incident has not been resolved, it will be escalated to a more senior or specially skilled support resource.

Maintenance Window – Scheduled times to perform routine system maintenance. Does not require prior notification.

Planned Outage – Disruption of service for maintenance or update reasons (other than a Maintenance Window) which is scheduled in advance. Requires prior notification.

Response Time – Time for SCIT to respond (by any method) to incidents or service requests.

Service Catalog – Listing of the services provided by SCIT for consumption by MNPrairie.

Support Request – A request by a MNPrairie staff member for any of the identified services.

Ticket – Internal method for tracking Support Requests.

3. Service Description.

3.1 Service Scope.

The SCIT and MNPrairie SLA

- Defines a general level of predictability for SCIT communications and services.
- Reflects how SCIT does business today and the direction SCIT is heading.
- Describes how work will be prioritized and predicts response times including a single outage notification process.

3.2 Assumptions.

- Outages to services are communicated and documented to all stakeholders via email or via other means (voice / text / MS Teams) when email is not available.
- Service is provided in adherence to any related policies, processes and procedures.



Attachment A: IT Services Addendum



4. Roles and Responsibilities.

4.1 Parties.

The following Key Personnel are parties to the Agreement:

Stakeholder	Position
Ethan Cousins	Steele County Assistant Director of IT (primary point of contact)
Dave Purscell	Steele County Director of IT (alternate point of contact)
Tara Reich	MNPrairie Executive Director
Waylon Welvaert	MNPrairie Finance Manager
Kris Jackson	MNPrairie IT Liaison

4.2 Governance

The members above constitute the Technology Leadership Team which shall meet on a regular basis and/or as needed to report, review, advise and discuss MNPrairie technology needs and to provide decision-making related to IT projects and services.

4.3 Steele County IT Responsibilities

Responsibilities and/or requirements of SCIT in support of this agreement include:

- Providing a single point of contact for MNPrairie
- Providing an escalation process for MNPrairie
- Meeting response times associated with all SLA metrics
- Implementing defined processes to meet service level commitments
- Appropriately notifying clients of all scheduled maintenance via email from the SCIT Help Desk at least one day prior to the scheduled event where possible
- Providing quarterly reports to MNPrairie that summarize Steele County's performance in meeting SLA metrics and identify any issues that require status reporting and/or escalation.
- Participate in consultations to vet potential successor professional technology vendors.
- Provide potential successor professional technology vendors with information as requested by MNPrairie.
- Coordinate with chosen successor professional technology vendor to ensure a smooth transition of technology support for MNPrairie.

4.4 MNPrairie Responsibilities

MNPrairie responsibilities and/or requirements in support of this Agreement include:

- Using the assigned Liaison for requesting help and services where appropriate.
- Monitoring the SCIT Maintenance Calendar.
- Reporting incidents according to established procedures and responding in a timely manner to inquiries from SCIT staff who are resolving incidents and handling service requests.
- Complying with MNPrairie IT and security policies.
- Establish professional technology services with a new vendor to start no later than January 1, 2027.

4.5 Liaison Responsibilities

- The liaison will be the individual with whom the Help Desk staff will work on training needs, reporting information, and troubleshooting.
- The primary liaison will also assist in notifying the Help Desk of staff or equipment change needs.



Attachment A: IT Services Addendum



5. Requesting Service

A service request means a request is made by MNPrairie to SCIT for a service. There are several methods of contacting SCIT for all requests:

5.1 Online / IT Request

ConnectWise Customer Portal (<http://helpdesk.Steele.MN>). This is the preferred method as it allows end users to create new support requests, check the status of existing support requests, and communicate with the assigned technician.

5.2 Phone (507.431.5630)

Phone Support is staffed during normal hours of operation, Monday through Friday from 7:30 am to 5:00 pm (except county holidays). If no one is available to take your call, please leave a voicemail which will be automatically converted into a support request / ticket. Messages left outside of normal business hours will be processed the next business day.

5.3 Email (Help.Desk@MNPrairie.org)

Email requests will be automatically converted into a support request / ticket and will be processed during regular business hours. Support requests created outside of normal business hours will be processed the next business day.

5.4 Location

SCIT is located on the lower level of the Steele County Administration Center. IT Staff is available during normal business hours.

5.5 After Hours Requests

- 507.431.5630
- Leave a voicemail which will generate a support request / ticket
- An email notification will automatically be sent to Help Desk staff.
- Most after-hours requests are processed on the next business day.

6. Hours of Coverage, Response Times & Complaint Resolution

For all requests, the SCIT goal is to acknowledge requests and have a staff member assigned within 2 business hours of receipt. We measure success when 90% of all requests are responded to within 2 business hours.

6.1 Hours of Coverage

The Help Desk hours of operation are 7:30 am to 5:00 pm Monday — Friday (except county holidays and announced county closures). Customers may use any of the methods of contact as stated in Section 4.

6.2 Response

The Help Desk goal is to acknowledge and assign all requests within 2 business hours of receipt. The requestor will be notified by email with a Service Request (SR) number and description of the service requested.



Attachment A: IT Services Addendum



6.3 Prioritization

If your incident Urgency is “Critical” or “High”, please contact the SCIT Help Desk at 507.431.5630 (internally at extension 5630). This will ensure your ticket is routed as quickly as possible. The following criteria will be used by the Steele County Help Desk to classify incidents based on a global view of IT needs.

Urgency	Incident Classification Definitions	Response Time	Escalation Threshold
Critical	• Outage or incident that affects one or more departments with significant impact to completing daily activities • No work-arounds available • Significant or lasting impact on staff productivity and business processes • Significant risk to safety, law, rule, or policy compliance	2 business hours	30 minutes
High	• An interim workaround is available • Business outage or significant impact that threatens productivity • High impact problem where production proceeds in a significantly impaired fashion • A time sensitive and/or reoccurring problem	4 business hours	2 hours
Medium	• Work-around is available • Time sensitive issue important to long term productivity that is not causing an immediate work stoppage • Limited number of people affected (other people can perform the same function)	2 business days	1 days
Low	• Does not impact end user’s ability to perform normal operations • A problem affecting documentation processes, procedures • Requesting information on a problem	5 business days	3 days

6.4 Service Catalog

The target availability for MNPrairie systems will be 99.5% calculated using the formula below

$$\text{Availability} = (\text{AHPM} - \text{DT}) / \text{AHPM} * 100\%$$

AHPM = Total number of available hours per month (24 hours a day, 7 days a week = 24 hours per day x 7 days x 4.33 weeks per month (average) = approximately 720 hours per month)

DT = Total hours of unplanned and planned system downtime per month

Using this availability target, SCIT is allocated approximately 3.6 hours per month for scheduled downtimes to meet the 99.5% availability target.



Attachment A: IT Services Addendum



The following table outlines support services provided to MNPrairie as part of a **Service Catalog** and the associated frequency/completion Times for those services.

Service Request Definition	Frequency / Maximum Completion Times
Purchasing hardware, software, supplies, price quotes, etc. - Request quote - Place orders	5 business days
Requests for moving computers or IT equipment - Coordinate with all parties involved - Schedule SCIT resources	When dates are confirmed with all parties. At least 5 days in advance.
Requests to set up new user - Create account in Active Directory - Setup new phone account	5 business days
Request to add, delete, change employee computer user access. - Process/create passwords - Assign user rights - Assign inventory - Update Active Directory - Coordinate other access - Remove/Disable accounts	Within 48 hours of request
Set up account for remote access	5 business days
Request for Technology – Projects - Review request for completeness - Assign to appropriate IT staff	1 business day to assign requests
Request for Information only Review request for completeness	1 business day to assign
Reports on Help Desk activities and meeting SLA targets	Quarterly
New report request	5 business days
Add new devices to inventory	As acquired
Backup user data and databases	Daily
Backup system files	Weekly
Check backup error reports and status	Daily
Test restore process	Quarterly
Review and apply service packs and patches	Monthly
Confirm malware updates (automatically applied) occur	Weekly
Review firewall rule sets	Annually
Monitor privileged user accounts	Weekly
Apply critical system patches/updates	Within 30 days
Change administrator passwords and community strings	Upon staff departure

Service Request Definition (cont'd)	Frequency / Maximum Completion Times
Maintain databases	As needed
Validate security controls of network connections of 3rd parties	Annually
Provide reports on security violations	Quarterly

6.5 Escalation

If you are not satisfied with the level of service on a request, contact the Help Desk. They will review your request and process your input as appropriate and respond to you with the action taken.

6.6 Information

If you have a question, you can phone, email or submit a request via the web portal. Your ticket will be routed to the appropriate area.

7. Maintenance and Service Changes

The Change Management process within SCIT minimizes unintended service disruptions or other impacts on MNPrairie as a result of changes in the production environment. SCIT does this by monitoring, managing, and evaluating changes to maximize the service benefit, while minimizing the risks involved in making those changes.

7.1 Steele County IT Maintenance Calendar

All SCIT related service outages are sent out via email as soon as possible. Scheduled maintenance is not included in the calculation of availability metrics.

There are three categories of service outages:

- **Routine Maintenance.** Patching (to improve system security and reliability and provide new or enhanced features) and scheduled restarts (to clear cache and improve overall system performance).
- **Planned Outages.** A planned service outage is work that is planned and scheduled at least three days prior to the scheduled date. Planned outages will be performed during off hours if at all possible. When a planned outage cannot be performed outside of regular business hours, SCIT will coordinate with MNPrairie to determine the best time to complete the work so as to have minimal impact on business operations. The Steele County IT Help Desk communicates by email (as needed) to the appropriate audience a minimum of two days prior to the scheduled outage. Notifications will include date, time, description of the outage, and duration of each outage.
- **Unplanned Outages.** An unplanned service outage is work that is unplanned due to an unforeseen event or urgent repair to prevent failure. Unplanned service outages are given priority (and communicated immediately) on a case-by-case basis depending on the type and urgency of the service failure. The Help Desk will contact the department liaison by email or telephone when an unplanned outage is required.

7.2 Steele County IT Maintenance Windows

A maintenance window is a defined period of time during which routine maintenance, planned outages and changes to production services and systems may occur without prior notice. The purpose of defining standard maintenance windows is to minimize impact to end users and allow users of the service to prepare for possible disruption or changes.

- Maintenance windows are scheduled during off hours to minimize impact.



Attachment A: IT Services Addendum



7.3 Major Upgrades

Major upgrades to a service are treated as projects outside the scope of this IT Services Addendum. Outages for major updates are negotiated on a service-by-service basis.

8. Reviewing

8.1 IT Services Addendum Reviews

This Agreement replaces all prior Service Level Agreements and is valid from July 1, 2020 and is reviewed annually or as otherwise needed.

SCIT is responsible for facilitating annual reviews of this document and will provide annual statistics and performance against SLAs in advance of the review for discussion during the review process.

Content of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all parties affected. SCIT incorporates all subsequent revisions and obtains mutual agreements / approvals as required.

9. Approvals

This document has been reviewed and approved by:

- Technology Leadership Team
- Tara Reich, Minnesota Prairie County Alliance Executive Director
- Renae Fry, Steele County Administrator

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 Minnesota Prairie County Alliance (“MNPrairie”) and Steele County (“Provider”). It will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

MNPrairie 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 (HIPAA) 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) Affiliate. “Affiliate” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.
 - b) Breach. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
 - c) Breach Notification Rule. “Breach Notification Rule” means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
 - d) 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.
 - e) Confidential Data. “Confidential Data as defined in Minnesota§ 13.02, subd. 3.
 - f) 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 MNPrairie.
 - g) Data Aggregation. “Data Aggregation” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
 - h) De-Identify. “De-Identify” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).
 - i) Designated Record Set. “Designated Record Set” has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501. B.
 - j) Diagnosis. “Diagnosis” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means any reference to an individual's substance use disorder or to a condition which is identified as having been caused by that substance use disorder which is made for the purpose of treatment or referral for treatment.
 - k) Disclose. “Disclose” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means to communicate any information identifying a patient as being or having been diagnosed with

a substance use disorder, having or having had a substance use disorder, or being or having been referred for treatment of a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person.

- l) Electronic Health Records. “Electronic Health Records” means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103 and in the Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
- m) Health Care Operations. “Health Care Operations” has the meaning given to that term in 45 CFR §164.501.
- n) Health Records. “Health Records” as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
- o) HHH. “HHS” means the U.S. Department of Health and Human Services.
- p) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- q) HITECH Act. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- r) Individual. “Individual” has the same meaning given to that term i in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- s) Medical Data. “Medical Data” as governed by Minnesota Statute § 13.384.
- t) 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.
- u) Part 2 Program. “Part 2 Program” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means a federally assisted program which is:
 - i. An individual or entity (other than a general medical facility) who holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or
 - ii. An identified unit within a general medical facility that holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or
 - iii. Medical personnel or other staff in a general medical facility whose primary function is the provision of substance use disorder diagnosis, treatment, or referral for treatment and who are identified as such providers.
- v) Patient. “Patient” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means any individual who has applied for or been given diagnosis, treatment, or referral for treatment for a substance use disorder at a part 2 program. “Patient” includes any individual who, after arrest on a criminal charge, is identified as an individual with a substance use disorder in order to determine that individual's eligibility to participate in a part 2 program. This definition includes both current and former patients.
- w) 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.
- x) Private Data. “Private Data” as defined in Minnesota Statutes § 13.02, subd. 12.
- y) Privacy Rule. The “Privacy Rule” means collectively the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E
- z) 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 and 160.103, limited to the

information created or received by Provider from or on behalf of MNPrairie or another business associate of MNPrairie.

- aa) Qualified Service Organization. “Qualified service organization” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means an individual or entity who:
 - i. Provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and
 - ii. Has entered into a written agreement with a Part 2 program under which that individual or entity:
 - a. Acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records from the Part 2 program, it is fully bound by the regulations in this part; and
 - b. If necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.
- bb) Records. “Records” means any information, whether recorded or not, created by, received, or acquired by a part 2 program relating to a patient (e.g., diagnosis, treatment and referral for treatment information, billing information, emails, voice mails, and texts) as governed by 42 USC § 290dd-2 and 42 CFR § 2.1 to § 2.67.
- cc) 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.
- dd) Security Rule. “Security Rule” means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
- ee) Standard Transactions. The capitalized term “Standard Transactions” shall have the meaning set out in, 45 C.F.R. § 162.103.
- ff) Substance Use Disorder. “Substance Use Disorder” or SUD means a cluster of cognitive, behavioral, and physiological symptoms indicating that the individual continues using the substance despite significant substance-related problems such as impaired control, social impairment, risky use, and pharmacological tolerance and withdrawal. For the purposes of the regulations in this part, this definition does not include tobacco or caffeine use.
- gg) Third-Party Payer. “Third party payer” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means an individual or entity who pays and/or agrees to pay for diagnosis or treatment furnished to a patient on the basis of a contractual relationship with the patient or a member of the patient's family or on the basis of the patient's eligibility for federal, state, or local governmental benefits.
- hh) Treating Provider Relationship. “Treating provider relationship” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means that, regardless of whether there has been an actual in-person encounter:
 - i. A patient is, agrees to, or is legally required to be diagnosed, evaluated, and/or treated, or agrees to accept consultation, for any condition by an individual or entity, and;
 - ii. The individual or entity undertakes or agrees to undertake diagnosis, evaluation, and/or treatment of the patient, or consultation with the patient, for any condition.
- ii) Treatment. “Treatment” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means the care of a patient suffering from a substance use disorder, a condition which is identified as having been caused by the substance use disorder, or both, in order to reduce or eliminate the adverse effects upon the patient.
- jj) Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” means any “protected health information” as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or

methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

kk) 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 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. However, Provider’s data stewardship does not confer data ownership rights on Provider with respect to any data shared with it under the Agreement, including any and all forms thereof.
 - 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.
 - c) Additional Provider Obligations Pertaining to Patient Records for Substance Use Disorders. Provider represents, warrants and covenants that it has obtained (and, prior to disclosure, shall obtain) the required consent to disclose records of substance use disorder treatment protected under 42 C.F.R., Part 2 (“SUD Records”), to the extent SUD Records are provided or required to be provided to MNPrairie under this Agreement, and that such consent does, or shall, permit MNPrairie to use SUD Records for its payment and health care operations purposes, MNPrairie acknowledges and agrees that, to the extent 42 C.F.R., Part 2 applies to its use or disclosure of any patient identifying information contained in SUD Records received hereunder, it is fully bound by the provisions of part 2 upon receipt of the patient identifying information. MNPrairie further acknowledges receipt of the following notice, in connection with SUD Records: “This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR part 2). The federal rules prohibit you from making any further disclosure of information in this record that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly

available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose per 42 CFR §2.31. The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 CFR §§2.12(c)(5) and 2.65. MNPrairie shall be permitted to redisclose SUD Records to its agents, helping MNPrairie provide services described in the Agreement, as long as the agent only further discloses the information contained in the SUD Records back to MNPrairie. MNPrairie also agrees to implement appropriate safeguards to prevent unauthorized uses and disclosures of SUD Records and to report any unauthorized uses, disclosures or breaches of Part 2 information to Provider.

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 MNPrairie, 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 MNPrairie, 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 MNPrairie 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 MNPrairie 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 MNPrairie 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 MNPrairie, 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 MNPrairie 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 MNPrairie, 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 MNPrairie's obligations under 45 CFR 164.524; in the event any Individual or personal representative requests access to the Individual's PHI directly from Provider, Provider within ten business days, will forward that request to MNPrairie. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of MNPrairie.
2. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by MNPrairie pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy MNPrairie's obligations under 45 CFR 164.526; any request by MNPrairie to amend such information will be completed by Provider within 15 business days of MNPrairie's request.
3. Maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy MNPrairie's obligations under 45 CFR 164.528;
4. To the extent the Provider is to carry out one or more of MNPrairie's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to MNPrairie 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 MNPrairie to Inform Provider of Privacy Practices and Restrictions.

1. MNPrairie shall notify Provider of any limitation(s) in the notice of privacy practices of MNPrairie under 45 CFR 164.520, to the extent that such limitation may affect Provider's use or disclosure of protected health information.
2. MNPrairie 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. MNPrairie shall notify Provider of any restriction on the use or disclosure of protected health information that MNPrairie 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.
4. Except for data aggregation or management and administrative activities of Provider, MNPrairie shall not request Provider to use or disclose PHI in any manner that would not be permissible under HIPAA if done by MNPrairie.

F. Individual Rights.

1. **Access.** Provider will, within 10 days after MNPrairie's request, make available to MNPrairie or, at MNPrairie'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 MNPrairie may meet its access obligations under 45 Code of Federal Regulations § 164.524.
2. **Amendment.** Provider will, upon receipt of notice from MNPrairie, within ten business days amend or permit MNPrairie access to amend any portion of the Protected Health Information, so that MNPrairie may meet its amendment obligations under 45 Code of Federal Regulations § 164.526. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of MNPrairie.
3. **Disclosure Accounting.** So that MNPrairie may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
4. **Disclosure Tracking.** 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 MNPrairie 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 MNPrairie) 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 MNPrairie within 10 days after MNPrairie's request. In the event an Individual delivers the initial request for disclosure tracking directly to Provider, Provider will within ten business days forward such request to MNPrairie. In the event MNPrairie directs Provider to respond to the request and Provider elects to provide the Individual with a list of its business associates, Provider will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

5. **Exceptions from Disclosure Tracking.** Provider need not record disclosure information or otherwise account for disclosures of Protected Health Information that this Addendum or MNPrairie 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.
6. **Disclosure Tracking Time Periods.** Provider must have available for the disclosure information required by Addendum Section G.3(a) for the 6 years preceding MNPrairie's request for the disclosure information (except Provider need have no disclosure information for disclosures occurring before April 14, 2003).
7. **Restriction Requests; Confidential Communications.** Provider will comply with any agreements for confidential communications of which it is aware and to which MNPrairie 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.
8. **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 MNPrairie, 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 MNPrairie 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 MNPrairie 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 MNPrairie's Attorney's Office not more than 5 days after Provider learns of such breach or non-permitted use or disclosure. A breach is treated as discovered by MNPrairie as of the first day on which such breach is known to MNPrairie or, by exercising reasonable diligence, would have been known to MNPrairie.

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 MNPrairie may reasonably request.
- b. MNPrairie 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. MNPrairie may terminate Agreement if it determines, in its sole discretion, that Provider has breached any provision of this Addendum. MNPrairie 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 MNPrairie'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 MNPrairie 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 MNPrairie 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 MNPrairie 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 MNPrairie 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 MNPrairie'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 MNPrairie and any MNPrairie 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 MNPrairie, 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 MNPrairie 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, MNPrairie 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 MNPrairie'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. MNPrairie 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 MNPrairie may have tendered its defense to Provider. Any such resolution will not relieve Provider of its obligation to indemnify MNPrairie under this Addendum.

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. Notices.

All notices or other communications shall be sufficiently given when delivered via email with capability to track "receipt" or "read" of the e-mail or certified mail to the parties as set forth below:

A. If to MNPrairie, to:

Attn: Tara Reich
MNPrairie Executive Director
22 6th Avenue East, Department 401
Mantorville, MN 55955
tara.reich@mnprairie.gov

B. If to Business Associate, to:

Attn: Dave Purscell
Steele County IT Director
630 Florence Ave
Owatonna, MN 55060
david.purscell@steelecountymn.gov

J. Amendments and Waiver.

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. Subject to this exception, this BAA may otherwise not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

K. HITECH Act Compliance.

The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30- days' prior written notice to the other Party.

L. 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 MNPrairie 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 light of the mutual agreement and understanding described above, MNPrairie and Provider execute this Addendum in multiple originals to be effective on the last date written below.

PROVIDER

By: _____
Name: _____
Title: _____
Date: _____

Minnesota Prairie County Alliance

By: _____
Name: _____
Title: _____
Date: _____