

HEALTH SERVICES COMMITTEE  
OFFICE FOR THE AGING  
July 25, 2023

COMMITTEE MEMBERS: Frasier, McDevitt, Bruno, Runyon, Geraci, Smith and Stec  
*- Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board*

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Privilege of the floor and public comment
- IV. Action Agenda/New Business Items:
  1. Request: Enter into contract with PurFoods (Mom's Meals) to provide meals to seniors of Warren and/or Hamilton Counties at a rate of \$7.49/meal, not to exceed \$5,000.  
Rationale: There are occasions when we have clients who are on specific diets that we are unable to provide. These meals would be provided by Mom's Meals and approved on a case by case basis.
  2. Request: Amend County budget to accept COVID funding received for the vaccination of homebound seniors; increasing revenue budget codes and corresponding expense budget codes.  
Rationale: We received funding from NYS to vaccinate the homebound population.
  3. Request: Enter into MOU (Memorandum of Understanding) with St. Lawrence County Health Initiative, Inc. for delivery of Evidence-Based Programs.  
Rationale: There are no fees associated with this MOU and it will allow us to directly provide evidence-based health promotion programs to residents of Warren and Hamilton Counties.
  4. Request: Enter into Business Associate Agreement with St. Lawrence County Health Initiative, Inc. to provide assistance to clients referred to us through the NY Connects program and for delivery of Evidence-Based Programs.  
Rationale: There are no fees associated with this BAA and it will allow us to provide assistance to residents of Warren and Hamilton Counties who would like to take part in evidence-based health promotion programs.
- V. Discussion Items:
- VI. Referrals/Pending Items:
- VII. Privilege of the floor and public comment
- VIII. Motion to adjourn

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Attachments:

1. 03 New Contract - PurFoods Holdings LLC (Mom's Meals)
2. 07 Amend County Budget - Accept COVID Vaccination Funds
3. 03 New Contract - MOU w/St. Lawrence Health Initiative, Inc.

- a. MOU Agreement
- 4. 03 New Contract - Business Associate Agreement w/St. Lawrence Health Initiative, Inc.
  - a. Business Associate Agreement

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME: Office for the Aging**

**DATE: 07/07/2023**

- (a) Is this a Result of a Bid or Request for Proposal? No
  
- (b) Purpose of Contract: Enter into contract with PurFoods (Mom's Meals) to provide meals to clients of Warren and Hamilton counties who are on special diets, as approved on a case by case basis.
  
- (c) Name of Contractor: PurFoods Holdings LLC (Mom's Meals)
  
- (d) Address of Contractor: 3210 SE Corporate Woods Drive, Ankeny, IA 50021
  
- (e) Contractor's Contact Person and Telephone Number: Nathan Jensen, PH#(515)963-0641
  
- (f) Has or will the Contract be provided, if so, please attach: County to Provide
  
- (g) Commencement Date of Contract: 8/24/2023
  
- (h) Termination Date of Contract: 8/31/24, with option for one year renewals.
  
- (i) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed \$5,000
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. \$7.49/meal, to be paid monthly, amount not to exceed \$5,000
  
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount: A6772.470 OFA Warren County Contracts or A.6771.470 OFA Hamilton County Contracts

# **RESOLUTION REQUEST FORM NO. 7**

## ***Request to Amend County Budget\****

***\*If this is the result of a grant award, also complete and submit Form No. 5 or 6***

**DEPARTMENT NAME: OFFICE FOR THE AGING**

**DATE: 7/7/2023**

(a) Purpose of Amendment:

**Accept COVID funding for vaccination of homebound seniors in Warren and Hamilton Counties; Increase revenue budget codes and corresponding expense budget codes.**

(b) Appropriation Code, Object Code, Full Title and Amount:

**A.6772.470 OFA Warren County Contracts (\$17,900.00)**

**A.6771.470 OFA Hamilton County Contracts (\$17,900.00)**

**TOTAL = \$35,800.00**

(c) Revenue Code (with title), and Amount:

**A.6772.4411 (\$6,323.00) ADRC COVID-19 Warren County Portion**

**A.6772.4411 (\$6,048.50) VAC 5 Warren County Portion**

**A.6772.4411 (\$5,528.50) ADRC/NWD COVID-19 Warren County Portion**

**Total = \$17,900**

**A.6771.4411 (\$6,323.00) ADRC COVID-19 Hamilton County Portion**

**A.6771.4411 (\$6,048.50) VAC 5 Hamilton County Portion**

**A.6771.4411 (\$5,528.50) ADRC/NWD COVID-19 Hamilton County Portion**

**Total = \$17,900**

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME: Office for the Aging**

**DATE: 07/11/2023**

- (a) Is this a Result of a Bid or Request for Proposal? No
  
- (b) Purpose of Contract: Enter into Memorandum of Understanding with St. Lawrence County Health Initiative, Inc., for delivery of evidenced-based health promotion programs to residents of Warren and Hamilton Counties. There is no financial obligation for this agreement.
  
- (c) Name of Contractor: St. Lawrence County Health Initiative, Inc.
  
- (d) Address of Contractor: 6439 State Highway 56, Potsdam, NY 13676
  
- (e) Contractor's Contact Person and Telephone Number: Rae Hesseltine, Office Manager, PH#(315)261-4760, rae@gethelthyslc.org
  
- (f) Has or will the Contract be provided, if so, please attach: Provided
  
- (g) Commencement Date of Contract: 9/1/2023
  
- (h) Termination Date of Contract: Until terminated by either party.
  
- (i) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. N/A
  
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount: N/A



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made effective as of \_\_\_\_\_ by and between **ST. LAWRENCE COUNTY HEALTH INITIATIVE, INC.**, a not-for-profit corporation which is located at 6439 State Highway 56, Potsdam, NY 13676 (SLCHI) and the Warren/Hamilton Counties OFA, which is located at 1340 State Route 9, Lake George, NY 12845, ("Community Partner")

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### For delivery of Evidence-Based Programs - may include any or all of the following:

- Chronic Disease Self-Management Program (CDSMP)
- Diabetes Self-Management Program (DSMP)
- Chronic Pain Self-Management Program (CPSMP)
- Cancer: Thriving and Surviving Program (CTS)
- Workplace Chronic Disease Self-Management Program (w/CDSMP)
- National Diabetes Prevention Program (NDPP)

### Purpose:

The purpose of this Agreement is to establish mutually beneficial partnerships to deliver and expand Evidence-Based Programs, both Chronic Disease Self-Management Education (CDSME) and National Diabetes Prevention Program (NDPP) workshops, in the community. The purpose of the workshops is to help participants learn how to confidently and successfully manage chronic diseases with a focus on prevention and wellness. The CDSME is an evidenced-based model that uses a curriculum developed at Stanford University and licensed by Self-Management Resource Center. The NDPP is an evidence-based model that uses a curriculum developed at Emory University and is overseen by the Centers for Disease Control and Prevention (CDC).

The St. Lawrence County Health Initiative, Inc. (SLCHI) will monitor an online Network Member project data management system known as COMPASS through agreement with New York State Office for the Aging and will provide specific SLCHI staff with access to this site. The system will serve the COMMUNITY PARTNER as a venue for registration, data collection/submission, scheduling and reporting.

### As an active partner in the St. Lawrence County Health Initiative, Inc. (SLCHI) Lifestyle Program Training and Technical Assistance Center, COMMUNITY PARTNER agrees to:

- Work with SLCHI to organize and hold a minimum of one evidence-based program per year, as capacity allows.
  - Notify SLCHI of scheduled programs in advance of delivery.
- Enter into a partner agreement with "Compass" online data system for tracking purposes.
  - **Please check one:**                       Yes  No
- Enter into a partner agreement with New York State Office for the Aging or obtain a license through the Self-Management Resource Center for delivery of CDSME.
  - **Please check one:**                       Yes  No
- Provide CDSME Programs with fidelity.
- Identify, recruit and retain employees or volunteers to become certified Peer Leaders/Lifestyle Coaches for your organization(s).
- Provide suitable site for CDSME/ NDPP workshops (accessible and relatively private large room OR virtual meeting space).

## MEMORANDUM OF UNDERSTANDING

- Promote CDSME/NDPP workshops to community organizations and individuals. Marketing and public relations using appropriate logos in all printed materials.
- Provide program materials necessary for implementation of each program with fidelity. This includes but is not limited to flip charts, markers, scrap paper, pens, water, etc.
- Obtain and coordinate delivery of reference books and CDs for participants as needed for CDSME workshops.
- Submit, in approved electronic format, ongoing program information and data to SLCHI, using standard data tools found on COMPASS. From time to time, the COMMUNITY PARTNER may be asked and/or may volunteer to participate in additional data collections. The COMMUNITY PARTNER understands that from time to time COMMUNITY PARTNER data will be provided to funders of SLCHI in de-identified and/or aggregate form.
- The COMMUNITY PARTNER will secure all data records and protected personal and health information collected from participants in a locked location and in compliance with the current HIPAA regulations as applicable until transmitted to SLCHI. If data is electronically submitted to SLCHI (i.e, entered in COMPASS or sent as an encrypted file, or sent via secure direct messaging), the COMMUNITY PARTNER has the responsibility to either destroy the original paper data records by shredding and/or electronic purging or will secure the paper data records in a locked location and any electronic files on a password-protected computer until they are destroyed. Electronic copies of data records may be held for periods greater than three years and will be maintained only on a HIPAA compliant data portal or other secure server. Electronic records no longer needed by SLCHI or COMMUNITY PARTNER will be destroyed.
- COMMUNITY PARTNER will appoint an Evidence-Based Program Coordinator; contact information is to be provided, and SLCHI will be notified of any and all changes.

<b>Evidence-Based Program Coordinator</b>	
<b>Name:</b>	_____
<b>Title:</b>	_____
<b>Phone:</b>	_____
<b>Email:</b>	_____
<b>Date:</b>	_____

### **The St. Lawrence County Health Initiative, Inc. agrees to:**

- Notify COMMUNITY PARTNER when Peer Leader/ Lifestyle Coach Trainings are scheduled; to include any program updates and certification refreshers.
- Support the monitoring of workshop Peer Leaders/ Lifestyle Coaches for program fidelity and quality.
- Recognize CDSME/ NDPP partners in program materials and resources as agreed upon in advance.
- Host periodic technical assistance calls or in person meetings for CDSME Peer Leaders/ NDPP Lifestyle Coaches within the North Country Region.
- Serve as a resource and mentor to COMMUNITY PARTNER.
- Assist in finding leaders if COMMUNITY PARTNER is unavailable to provide the required two leaders for any given workshop.

MEMORANDUM OF UNDERSTANDING

- Serve as an advocate for COMMUNITY PARTNER to license holders
- Provide support for Program Coordinator in using the COMPASS data management system.

**Term and Termination:**

This MOU may be amended or terminated at any time at the written request of either party. This MOU shall become effective upon signature by the authorized officials from SLCHI and COMMUNITY PARTNER and will remain in effect until amended or terminated in writing. SLCHI participation for delivery of Evidence-Based Programs is contingent on continued funding for SLCHI as Evidence-Based Lifestyle Program Technical Assistant & Training Center.

**Authorization**

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their abilities, the objectives stated in the MOU.

On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

St. Lawrence County Health Initiative, Inc.

Authorized by: \_\_\_\_\_

Printed Name: Anne Marie Snell

Title: Executive Director

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

Warren/Hamilton Counties OFA

Authorized by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME: Office for the Aging**

**DATE: 07/11/2023**

- (a) Is this a Result of a Bid or Request for Proposal? No
  
- (b) Purpose of Contract: Enter into Business Associate Agreement with St. Lawrence County Health Initiative, Inc. to provide assistance to clients referred to us through the NY Connects program.
  
- (c) Name of Contractor: St. Lawrence County Health Initiative, Inc.
  
- (d) Address of Contractor: 6439 County Route 56, Potsdam, NY 13676
  
- (e) Contractor's Contact Person and Telephone Number: Rae Hesseltnie, Office Manager, PH#(315)261-4760, rae@gethelthyslc.org
  
- (f) Has or will the Contract be provided, if so, please attach: Provided to County Attorney's Office
  
- (g) Commencement Date of Contract: 9/1/2023
  
- (h) Termination Date of Contract: Relationship ended
  
- (i) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. N/A
  
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount: N/A



# St. Lawrence County Health Initiative, Inc.

## BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Agreement") is made effective the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ by and between the **St. Lawrence County Health Initiative, Inc., 6439 Country Route 56, Potsdam, NY 13676** ("Covered Entity") and Warren/Hamilton Counties Office for the Aging, 1340 State Rte 9, Lake George ("Business Associate").

### Recitals

**WHEREAS**, Covered Entity has engaged or otherwise partnered or collaborated with Business Associate to perform services or provide software application(s), or both;

**WHEREAS**, Covered Entity possesses or otherwise has access to Individually Identifiable Health Information that is protected under HIPAA (as hereinafter defined), the HIPAA Privacy Regulations (as hereinafter defined), the HIPAA Security Regulations (as hereinafter defined), and the HITECH Standards (as hereinafter defined) and is permitted to use or disclose such information only in accordance with such laws and regulations;

**WHEREAS**, Business Associate may receive such access or information from Covered Entity, or create and receive such information on behalf of Covered Entity, in order to perform certain of the services or provide certain of the software applications, or both; and

**WHEREAS**, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Individually Identifiable Health Information;

**WHEREAS**, Covered Entity and Business Associate agree as follows:

### 1. DEFINITIONS

**1.1** Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

**1.2** The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe



## St. Lawrence County Health Initiative, Inc.

the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

- 1.3 The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.
- 1.4 Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

### 2. Business Associate Obligations

- 2.1 **Permitted Uses and Disclosures.** Subcontractor agrees not to use or disclose Protected Health Information other than as permitted or required by the Services Agreement, this Agreement or as Required by Law. Notwithstanding the foregoing sentence, Subcontractor agrees to adhere to the terms and conditions of any Business Associate Agreements between Business Associate and any Covered Entity which apply to Protected Health Information. Subcontractor represents and warrants that he/she/it is familiar with the requirements of HIPAA, the HITECH Act and HIPAA Regulations regarding Business Associates and Business Associate Agreements. Subcontractor shall comply with the provisions of this Agreement relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate. Without limiting the foregoing, to the extent the Subcontractor will carry out one or more of the Covered Entity's or Business Associate's obligations under the Privacy Rule, Subcontractor shall comply with the requirements of the Privacy Rule that apply to the Covered Entity and/or Business Associate in the performance of such obligations.
- 2.2 **Qualified Service Organization.** Subcontractor acknowledges that it may also be a Qualified Service Organization as defined in 42 CFR 2.11 and as such: (i) acknowledges that, to the extent it receives, stores, processes or otherwise deals with any information, whether recorded or not, relating to a patient received or acquired by a federally assisted alcohol or drug program, it is fully bound by the regulations in 42 CFR Part 2; and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to any information, whether recorded or not, relating to a patient received or acquired by a federally assisted alcohol or drug program, except as permitted by 42 CFR Part 2.
- 2.3 **Appropriate Safeguards.** Subcontractor agrees to use appropriate safeguards and comply, where applicable, with the Security Rule to prevent the use or disclosure of



## St. Lawrence County Health Initiative, Inc.

the Protected Health Information other than as permitted by this Agreement. Without limiting the generality of the foregoing, Subcontractor will:

- i. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information as required by the Security Rule; and
- ii. Ensure that any Subcontractor Vendor to whom Subcontractor provides Electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards and comply, where applicable, with the Security Rule to protect Electronic Protected Health Information and comply with the other requirements of Section 2(a) above.

**2.4 Use of PHI for Data Aggregation.** Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity consistent with 45 C.F.R. §164.504(e)(2)(i)(B).

**2.5 Safeguards.** Business Associate will implement appropriate safeguards and, with respect to Electronic PHI, comply with the applicable provisions of 45 C.F.R Part 164, Subpart C, to prevent any use or disclosure of PHI other than as provided for by this Agreement.

**2.6 Agents and Subcontractors.** Business Associate shall ensure that any agents or subcontractors: (1) to whom it provides PHI received from Covered Entity, or PHI created by or received from Business Associate on behalf of Covered Entity; or (2) that create, receive, maintain, or transmit PHI on behalf of Business Associate shall agree in writing to comply with all provisions set forth in the Applicable Privacy and Security Laws, and shall agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI. No subcontractor or agent shall be permitted to use or disclose PHI received from Business Associate other than as permitted or required by this Agreement or as Required by Law. With respect to electronic PHI, where applicable, Business Associate shall notify and require any agents or subcontractors to implement appropriate security safeguards in accordance with the Security Rule. Business Associate shall obtain written assurances from agents and subcontractors that any of its agents or subcontractors that perform a function, service or activity that requires access to PHI shall agree to comply with the same requirements and safeguards as applicable to Business Associate.

**2.6.1** The Business Associate agrees to develop and implement a system of sanctions for any employee, subcontractor, or agent who violates this agreement or the Privacy Rule.

**1.1 Restrictions.** Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522 and of which Business Associate has been notified by Covered Entity.



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- 1.2 Performance of Covered Entity's Obligations.** To the extent Business Associate has agreed to carry out one or more of Covered Entity's obligations under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- 1.3 Access and Amendment.** Business Associate shall notify the Covered Entity of receipt of a request received by Business Associate for access to, or amendment of, PHI. The Covered Entity shall be responsible for responding, or objecting, to such requests.
- 1.3.1 Access.** Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an individual request for access to PHI under 45 C.F.R. § 164.524.
- 1.3.2 Amendment.** Upon request and instruction from Covered Entity, Business Associate shall make available PHI for amendment and incorporate any amendments to such PHI in accordance with 45 C.F.R. §164.526.
- 1.4 Accounting.** Business Associate agrees to document disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and, if required by and upon the effective date of, Section 13405(c) of the HITECH Act and related regulatory guidance; and provide to Covered Entity information collected in accordance with this Section. In the event an individual delivers the initial request for an accounting directly to Business Associate, Business Associate shall forward such request to Covered Entity.
- 1.5 Marketing.** Business Associate shall not use or disclose PHI for "marketing" (as defined in 45 C.F.R. § 164.501) without obtaining an authorization for such use or disclosure pursuant to 45 C.F.R. §164.508(a)(3), unless the marketing is in the form of: (a) a face-to-face communication by Business Associate to an Individual; or (b) a promotional gift of nominal value provided by Business Associate. If the marketing involves financial remuneration (as defined in paragraph (3) of the definition of "marketing" at 45 C.F.R. § 164.501), the authorization must state that such remuneration is involved.
- 1.6 Sale of PHI.** Business Associate shall not disclose PHI in a manner that constitutes a "sale of PHI" (as defined in 45 C.F.R. § 164.502(a)(5)(ii)(B)) unless Business Associate obtains an authorization for such disclosure pursuant to 45 C.F.R. § 164.508(a)(4). Any such authorization must state that the disclosure will result in remuneration to Business Associate.
- 1.7 Security Obligations.** Business Associate shall implement the administrative, physical, and technical safeguards set forth in 45 C.F.R. §§ 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with 45



## St. Lawrence County Health Initiative, Inc.

C.F.R. § 164.316, implement and maintain reasonable and appropriate policies and procedures to enable Business Associate to comply with the requirements set forth in Sections 164.308, 164.310, and 164.312.

**1.7.1** Upon request, the Business Associate shall make available to the Covered Entity any and all documentation relevant to the safeguarding of information including by not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

**1.8 Access by Secretary of Health Human Services.** Business Associate agrees to allow the Secretary of the U.S. Department of Health and Human Services (the "Secretary") access to its books, records and internal practices with respect to the disclosure of PHI for the purposes of determining the Covered Entity's or Business Associate's compliance with HIPAA.

### 2. Notification Obligations

**2.1 Unauthorized Use or Disclosure of PHI.** Business Associate shall report to Covered Entity in writing, without unreasonable delay, any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware.

**2.2 Security Incident.** Business Associate shall report to Covered Entity in writing, without unreasonable delay, any Security Incident affecting Electronic PHI of Covered Entity of which Business Associate becomes aware. The Parties agree that this Section satisfies any notice requirements by Business Associate of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents" include: (a) "pings" on an information system firewall; (b) port scans; (c) attempts to log on to an information system or enter a database with an invalid password or user name; (d) denial-of-service attacks that do not result in a server being taken offline; or (e) malware (e.g., a worm or virus) that does not result in unauthorized access, use, disclosure, modification, or destruction of Electronic PHI.

**2.3 Breach of Unsecured PHI.** Business Associate will notify Covered Entity of any Breach of Unsecured PHI in accordance with 45 C.F.R. § 164.410 (within 60 calendar days after discovery of a breach). The notice required by this Section will be written in plain language and will include, to the extent possible or available, the following:

**2.3.1** The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the Breach;

**2.3.2** A brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

**2.3.3** A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address,



## St. Lawrence County Health Initiative, Inc.

account number, diagnosis, disability code, or other types of information were involved);

- 2.3.4 Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- 2.3.5 A brief description of what is being done to investigate the Breach, mitigate the harm and protect against future Breaches; and
- 2.3.6 Contact procedures for Individuals to ask questions or learn additional information which shall include a toll-free number, an e-mail address, Web site, or postal address, if Covered Entity specifically requests Business Associate to establish contact procedures.

### 3. Covered Entity's Obligations

- 3.1 **Notice of Privacy Practices.** Covered Entity shall, upon request, provide Business Associate with its current notice of privacy practices adopted in accordance with HIPAA.
- 3.2 **Limitations in Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 3.3 **Changes in or Revocation of Authorization.** Covered Entity shall notify Business Associate of any changes, revocations or restrictions of the use or disclosure of PHI if such changes affect Business Associate's permitted or required uses and disclosures of PHI hereunder.
- 3.4 **Restrictions.** 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 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

### 4. Term and Termination

- 4.1 **Term.** This Agreement shall be effective as of the Effective Date and shall terminate as provided in this Section or contemporaneously with the Services Agreement.
- 4.2 **Termination upon Material Breach.** Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall notify Business Associate of such breach in reasonable detail, and provide an opportunity for Business Associate to cure the breach or violation, or if cure is not possible, Covered Entity may immediately terminate this Agreement.
- 4.3 **Return or Destruction of PHI.** Upon termination of this Agreement, Business Associate will return to Covered Entity all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity which Business Associate maintains in any form or format, and Business Associate will not maintain or keep in any form or format any portion of such PHI. Alternatively,



# St. Lawrence County Health Initiative, Inc.

Business Associate may destroy all such PHI and provide written documentation of such destruction.

**4.4 Alternative Measures.** If the return or destruction of PHI is not feasible upon termination of the Agreement, then Business Associate agrees that it shall extend its obligations under this Agreement to protect the PHI and limit the use or disclosure of PHI to those purposes that make the return or destruction of PHI infeasible.

**5. Limitations of Damages.** Neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages

**6. Modification and Amendment.** This Agreement contains the entire understanding of the parties regarding the privacy and security obligations of Business Associate under HIPAA and will be modified only by a written document signed by each party.

**7. Relationship of the Parties.** The Parties hereto acknowledge that Business Associate shall be and have the status of independent contractor in the performance of its obligations under the terms of this Agreement as to Covered Entity. Nothing in this Agreement shall be deemed or construed to create a joint venture or partnership between Covered Entity and Business Associate.

**8. Notice.** Except as otherwise provided in this Agreement, any notice permitted or required by this Agreement will be considered made on the date personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or as either party may designate in writing:

<p><b>Covered Entity:</b></p> <p>St. Lawrence County Health Initiative, Inc.  PO Box 5069  Potsdam, NY 13676</p>	<p><b>Business Associate:</b></p> <p>Warren/Hamilton Counties OFA  <hr/> 1340 State Route 9  <hr/> Lake George, NY 12845  <hr/></p>
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## 9. Miscellaneous

**9.1 Conflicts.** The terms and conditions of this Agreement will override and control over any conflicting term or condition of other agreements between the parties. All non-conflicting terms and conditions of such agreements shall remain in full force and effect.

**9.2 Severability and Compliance.** The parties hereto shall comply with applicable laws and regulations governing their relationship, including, without limitation, HIPAA, and any other federal or state laws or regulations governing the privacy, confidentiality or security of patient health information. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this



## St. Lawrence County Health Initiative, Inc.

Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect. Business Associate shall comply with applicable state and federal statutes and regulations as of the date by which business associates are required to comply with applicable statutes and regulations. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and other federal or state laws or regulations governing the privacy, confidentiality or security of patient health information.

- 9.3 Waiver.** The waiver by Business Associate or Covered Entity of a breach of this Agreement will not operate as a waiver of any subsequent breach. No delay in acting with regard to any breach of this Agreement will be construed to be a waiver of the breach.
- 9.4 Assignment.** This Agreement will not be assigned by either party without the prior written consent of the other party. This Agreement will be for the benefit of, and binding upon, the parties hereto and their respective successors and permitted assigns.
- 9.5 Governing Law.** The interpretation and enforcement of this Agreement will be governed by the laws of the State of New York.
- 9.6 No Third Party Beneficiary Rights.** Nothing express or implied in this Agreement is intended or shall be interpreted to create or confer any rights, remedies, obligations or liabilities whatsoever in any third party.
- 9.7 Headings.** The section headings contained in this Agreement are for reference purposes only and will not affect the meaning of this Agreement.
- 9.8 Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. Transmission of images of signed signature pages by electronic means (including PDF or facsimile) shall have the same effect as the delivery of manually signed documents.
- 9.9 Record Retention.** Business Associate shall retain all records required to be created or retained under this Agreement for a period of no less than six (6) years following the date of termination of this Agreement or the Service Agreement, whichever is later.



## St. Lawrence County Health Initiative, Inc.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year written above.

<b>For Covered Entity Name:</b> St. Lawrence Health Initiative, Inc.	<b>For Business Associate Name:</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Print Name:</b> <u>Anne Marie Snell</u>	<b>Print Name:</b> _____
<b>Title:</b> <u>Executive Director</u>	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____