

SERVICE AGREEMENT TO PARTICIPATE IN THE ISAC HIPAA PROGRAM

This Service Agreement to Participate in the ISAC HIPAA Program (the "Agreement"), effective as of July 1, 2015 (the "Effective Date") is hereby entered into by and amongst Winn County (known as the "County") and the Iowa State Association of Counties ("ISAC") (collectively referred to as the "Parties") to set forth the terms and conditions under which the County will become a participant in the ISAC HIPAA Program (the "HIPAA Program").

For the consideration as described below, the Parties agree as follows:

Description of HIPAA Program

The following services will be provided to all participants in the HIPAA Program:

1. Annual sixty minute "HIPAA 101" training via webinar for employees in your county.
2. Annual day long (approximately 10 a.m. to 3 p.m.) in-person training in Des Moines for up to 5 persons from your county. This training will be available only to participating counties or MHDS regions and designed for your HIPAA security/privacy officers, HIPAA committee members or other staff that work with HIPAA and PHI regularly.
3. Quarterly newsletter, received via e-mail, with HIPAA new, reminders, checklists and other updates.
4. Access to all memos and other information previously generated through the ISAC HIPAA Program via an ISAC HIPAA Program member website.
5. Access to all memos and other information generated through all member consultation hour questions as a part of the current year of the ISAC HIPAA Program via an ISAC HIPAA Program member website.
6. Up to 5 hours annually for consultation on HIPAA questions.

In exchange for these services and administration of the services, the County will pay ISAC an annual fee of \$1,750.

County Responsibilities

1. Execute this Agreement.
2. Pay the annual fee of \$1,750 by the Effective Date. This fee is non-refundable and no portion of the fee shall be returned to the County in the event the County opts not to participate in a training or does not utilize all of its consultation hours.
3. Select a HIPAA contact person for purposes of the HIPAA Program as set forth below.
4. Direct all HIPAA questions through the HIPAA contact person to ISAC General Counsel. ISAC shall be the client of Dorsey and Whitney for purposes of the HIPAA program and all communications with Dorsey and Whitney shall be through ISAC or with ISAC's permission. Failure to comply with this provision may result in the County being billed outside of the HIPAA Program at Alissa Smith's regular rate.
5. The HIPAA contact person will promptly respond to inquiries from ISAC General Counsel related to HIPAA questions.

ISAC Responsibilities

1. Retain Alissa Smith, partner with the Dorsey and Whitney law firm, to provide trainings and consultation for the HIPAA program.
2. Oversee HIPAA questions and disseminate consultation on HIPAA questions. ISAC General Counsel will collect all questions and submit them to Alissa Smith, partner with the Dorsey & Whitney law firm. An estimate of the time needed to answer a question will be provided prior to beginning research. All legal research memos created in response to questions will be disseminated to all ISAC HIPAA Program participants via the ISAC HIPAA Program member website.
3. If the program member has questions that exceed their consultation hours, the additional time will be billed to the program member. An estimate of the time needed to answer a question will be provided prior to beginning the research.
4. Track the consultation hours used by the County in the HIPAA Program.
5. Coordinate and staff the HIPAA trainings of the HIPAA Program.

Term

The term of this agreement shall be from the Effective Date of this Agreement to June 30, 2016.

Mutual Responsibilities

The Parties agree to indemnify and hold each other harmless for any and all costs, including attorney's fees and cost of collection, that may reasonably result from such Party's failure to comply with the terms and conditions of this Agreement, its intentional or negligent act or omission related to this Agreement, or for any breach of the provisions of this Agreement. Liability of the parties for any damages sustained as a result of breach of this Agreement, or arising in any way out of this Agreement, shall be limited to actual damages.

The County understands that participation in the ISAC HIPAA Program in no way guarantees compliance with HIPAA and that ISAC is not assuming any liability or responsibility for the County's HIPAA compliance and that all such liability and responsibility remains that of the County.

Amendments of this Agreement shall be made by mutual consent of the Parties, by issuance of a written amendment, signed and dated by all Parties.

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes any prior agreements.

Except to the extent applicable law, if any, provides otherwise, this Agreement shall be governed by the laws of the state of Iowa.

The Parties expressly agree that jurisdiction for any claim or dispute relating to or arising out of this Agreement resides exclusively in the courts of the state of Iowa.

If any provision in this Agreement should be held illegal or unenforceable, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

A waiver by either Party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

The Parties may not assign or otherwise transfer this Agreement or any rights or obligations herein without the prior written consent of the other Party, which such consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns.

Neither Party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

Principal Contacts

County	ISAC
Ed Hilliland	Kristi Harshbarger, General Counsel
Phone:	Phone: (515) 369-7014
E-mail: <u>edhilliland@sioax-city.org</u>	E-mail: <u>kharshbarger@iowacounties.org</u>

IN WITNESS THEREOF, this _____ day of _____, 2015, the Parties hereto have set their names and seals by their duly authorized representatives who certify that they are authorized to bind their respective organizations, _____ County and ISAC.

_____ County

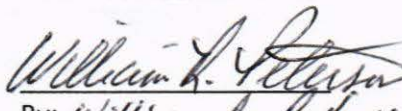


By:

Its:

Date: 6-22-15

IOWA STATE ASSOCIATION OF COUNTIES



By: William L. Peterson

Its:

Executive Director

Date: July 17, 2015