

Doc Number: **0838142**

02/12/2014 10:52 AM

OFFICIAL RECORDS

Requested By:  
DC/SOCIAL SERVICES

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 24 Fee: \$ 0.00

Bk: 0214 Pg: 1906



Deputy: ar

Assessor's Parcel Number:  N/A

Date:  FEBRUARY 12, 2014

Recording Requested By:

Name:  CYNDY REDMILES, SOCIAL SERVICES

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$  N/A

INTERLOCAL CONTRACT #2014.031

(Title of Document)

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **15156**

Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION**  
Agency Code: **402**  
Appropriation Unit: **3167-00**  
Is budget authority available?: **Yes**  
If "No" please explain: **Not Applicable**

Legal Entity Name: **DOUGLAS COUNTY**  
Contractor Name: **DOUGLAS COUNTY**  
Address: **PO BOX 218**  
City/State/Zip: **MINDEN, NV 89423**  
Contact/Phone: **Greg Lynn, Chair 775/782-9097**  
Vendor No.:  
NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged?

**2014-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Revenue from county</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date **01/2014**

Retroactive? **Yes**

If "Yes", please explain

**Legislative Session year with the merge/consolidation of Developmental Services to ADSD was approved, contracts required modification to reflect these changes. Additionally, each county requires time to process approvals by officials, resulting in a delay in contract submissions. Contracts are for two years, set up to be reviewed at the end of one year so that sufficient amount of time is given to begin the process of a new contract before contract expires if needed.**

3. Termination Date: **06/30/2015**  
Contract term: **1 year and 364 days**

4. Type of contract: **Revenue Contract**  
Contract description: **County of Douglas**

5. Purpose of contract:

**This is a new Revenue Contract that is ongoing and provides service to children with developmental disabilities and the County to reimburse the Division of Aging and Disability Services Division the non-federal share of funding as payment for services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$160,000.00**  
Other basis for payment: **Revenue Contract**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Pursuant to NRS 435.010 and NRS 435.020 Division of Aging and Disability Services (ADSD) is obligated to provide services to children with developmental disabilities and the County to reimburse ADSD the non-federal share of funding as payment for services.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Not applicable. State employees are providing the services for the county.**

9. Were quotes or proposals solicited? **No**

**FILED**  
**2014 FEB 12 AM 9:06**  
**TED THIRAN**  
**CLERK**  
**DEPUTY**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

Not applicable. State employees are providing the services for the county.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

07/01/12 to 06/30/13, Mental Health and Developmental Services-Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

Rob Forderhase, ASO3 Ph: 775-688-1930

Matthew Medeiros, MA1 Ph: 775-687-0545

19. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

BK 02.14  
PG 1908  
2/12/2014





BRIAN SANDOVAL  
Governor

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION

3416 Goni Road, D-132  
Carson City, Nevada 89706

(775) 687-4210 • Fax (775) 687-0574  
[adsd@adsd.nv.gov](mailto:adsd@adsd.nv.gov)

MICHAEL WILLDEN  
Director

JANE GRUNER  
Administrator

BK: 0214  
PG: 1909  
2/12/2014

July 17, 2013

MEMORANDUM

To: Liz O'Brien  
Budget Analyst  
Budget Division

Through: Janet Murphy *JEM*  
Deputy Administrator  
Division of Aging and Disability Services Division

From: Barbara Legier, Agency Director, Rural Regional Services

**Subject: Request for Retroactive start date approval for all County Revenue Contracts**

This memorandum requests that the above referenced Division of Aging and Disability Services contracts be approved for a retroactive start date effective July 01, 2013. These contracts require this retroactive start date due the State's obligation to continue to provide these services and to ensure continuity of care to children.

The revenue contracts with all counties are for reimbursement to the Division of Aging and Disability Services for the non-federal share of funding as payment for children's services per NRS 435.010. The critical nature of these services and NRS 435.020 obligated the State to continue to provide the services.

Due to this being a Legislative Session year in which the consolidation/merge of Developmental Services to the Division of Aging and Disability Services was approved, these contracts required modification to reflect these changes. Additionally, each county requires time to process approvals by county officials, resulting in a delay in contract submissions. Subsequently, the result is this retroactive request.

Thank you for your consideration.

cc: Jamie Pruneau, Management Analyst I, Division of Aging and Disability Services

0838142 Page: 4 of 24

BOCC

**INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

A Contract Between the State of Nevada  
Acting By and Through Its

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION**

And

County of Douglas  
Greg Lynn, Chair  
Douglas County Board of County Commissioners  
C/O Steve Mokrohisky, County Manager  
P.O. Box 218  
Minden, NV 89423  
(775) 782-9821/(775) 782-6255 Fax

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of County of Douglas (the County) and Aging and Disability Services Division (ADSD) hereinafter set forth are both necessary to the County of Douglas and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective July 1, 2013 through June 30, 2015, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

- ATTACHMENT A: SCOPE OF WORK
- ATTACHMENT B: CONFIDENTIALITY AGREEMENT
- ATTACHMENT C: SERVICES BILLING RATES
- ATTACHMENT D: BUSINESS ASSOCIATE AGREEMENT

7. CONSIDERATION. The County agrees to reimburse ADSD for the services set forth in paragraph (6) as outlined in Attachment C. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require..

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

- a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or Equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in

\*This space intentionally left blank.

*K*  
*Initials*

the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.



IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

COUNTY OF DOUGLAS

[Signature] 8/15/13 Chairman, Board of Commissioners  
Signature Date Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AGING AND DISABILITY SERVICES DIVISION

For [Signature] 11/22/13 Administrator, ADSD  
Jane Gräner Date Title

for [Signature] 12/2/13 Director, DHHS  
Michael J. Willden Date Title

[Signature]  
Signature - Nevada State Board of Examiners APPROVED BY BOARD OF EXAMINERS

Approved as to form by On 1-14-14 (Date)

[Signature] On 11/19/13 (Date)  
Deputy Attorney General for Attorney General, State of Nevada

## ATTACHMENT A

### SCOPE OF WORK

#### A. PURPOSE AND OBJECTIVES:

The Aging and Disability Services Division (ADSD) is the State agency responsible for support services and service coordination for residents with intellectual and developmental disabilities pursuant to NRS 433 and NRS 435. ADSD's services are consistent with the standards of Person Centered Planning as advocated by the Centers for Medicare and Medicaid and the Olmstead Supreme Court decision.

This Interlocal Agreement authorizes ADSD to contract with the County to continue to provide services to children with intellectual and developmental disabilities and the County to reimburse ADSD the non-federal share of funding as payment for services. This agreement can serve as a transition from state to county operated services or as an on-going agreement between ADSD and the County for the provision of the services described below.

#### Definitions:

**Developmental disability** is a severe, chronic disability accompanied by substantial developmental delay or specific congenital or acquired condition, that is manifested before the individual attains age 22; is likely to continue indefinitely; results in substantial functional limitations in three or more areas of major life activities; and reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, supports, or other assistance that is of lifelong or for an extended duration.

**Intellectual disability** is characterized by significant limitations both in intellectual functioning and in adaptive behavior which covers many everyday social and practical skills. This disability originates before the age of 18.

**In Home Supported Living Environment** - children living with family members who receive intermittent provider supports and services based on an assessment of individual need and to assure health and welfare. Services compliment but do not replace the natural and informal support system within the family.

**Person Centered Planning** – planning based upon goals that are desired by the person/child/parent/guardian and used as a basis to develop an individual support plan.

**Related condition** – a developmental disability (e.g. cerebral palsy, epilepsy, autistic disorder), occurring prior to the age of 22. This condition must have a high association with mental retardation, in that the impairment is similar to a person with mental retardation; the person requires similar services or treatment; the condition results in substantial functional limitation in at least three areas of major life activities that include self care, understanding and use of language, learning, mobility, self direction and capacity for independent living.

**Service coordination** – service delivery consisting of assessment, referral, planning, linkage and monitoring provided by a service coordinator who is qualified by educational background and training to assist, advise, direct and oversee services to eligible children.

**Support services** – those services identified in the assessment and planning process to address specific goals, mitigate health and safety issues and facilitate skill development that enables a child to live successfully in the home and community

**Supported Living Arrangement** – supports provided to children living in homes usually with roommates, by staff of contracted provider agencies or individuals to develop and maintain skills needed to live independently in the home and community.

**Qualified providers** - providers that have completed the agency certification process successfully and have been determined to have appropriately skilled staff to provide services to a specific child.

**B. ASD AGREES:**

- 1) To perform all intake services for children (age 18 and under) with an intellectual disability and/or a related condition to determine eligibility for Developmental Services (DS). ASD agrees to accept all eligible children based on criteria established and set forth per NRS 433.174, NRS 433.211, NAC 435.400, and ASD policy: Qualification Guidelines for Developmental Services. The criteria DS uses to determine eligibility includes, but is not limited to:
  - a. A confirmed diagnosis of intellectual disability;
  - b. Developmental delays (if under age 6) with eligibility re-determined at age 6;
  - c. Another diagnosed condition closely related to mental retardation that results in substantial functional limitations (42CFR 435.1009) (NRS 433.211);
  - d. Residency in Nevada.
- 2) To provide a written social assessment, if requested, completed by a Qualified Mental Retardation Professional along with a statement of qualification completed by a licensed psychologist for each child determined eligible for DS.
- 3) To assure each family, as appropriate, submits a Medicaid application and required supporting documentation during the intake process prior to authorization of service.
- 4) To verify the family's Medicaid eligibility/ineligibility status via disposition letters or electronic means.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information.
- 6) To coordinate and manage support services selected by the funding agent to qualified children living in their natural home environment or an in-state out of home supported living environment. To determine financial eligibility of each child based on the child's family gross income not exceeding 300% of the Federal Poverty Guidelines, as specified by the County (200%).
- 7) To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence will be referred by the disputing county to the Nevada Association of Counties (NACO), which it is specifically agreed has authority to issue a final decision.
- 8) To notify the county of responsibility of any pending applications for services within ten (10) business days as requested by the County.
- 9) To use existing ASD processes in reviewing applications for those individuals or their guardians/authorized representatives who disagree with the eligibility determination.

- 10) Perform case management services and authorize appropriate services available to the child as specified by the County for each qualified child.
- 11) To reimburse qualified providers for services provided to qualified children as authorized by the County.
- 12) To resolve provider inquiries and complaints regarding reimbursement.
- 13) To process Targeted Case Management (TCM) claims through the Medicaid fiscal agent.
- 14) To submit monthly claims and supporting documents to the County for services provided as authorized by the County per Attachment C not covered by Medicaid, and for the non-federal share of Medicaid paid claims. Supporting documents are defined as the fiscal Excel workbook attached to each invoice that delineates services provided.
- 15) To hold telephonic or in person meetings with county representatives quarterly upon request for discussion regarding this scope of work.
- 16) To respond to email questions within 10 work days.

**C. THE COUNTY AGREES:**

- 1) To accept ADSD's criteria for DS eligibility.
- 2) Eligibility disputes will be appealed through the ADSD's hearing process by the applicant or authorized representative/guardian.
- 3) To refer disputes concerning county of residence to NACO whose decision will be final. The disputing county originally billed is responsible for payment of claims until the dispute is resolved at which time NACO will issue a written determination to notify the counties involved in the dispute and to notify ADSD to make adjusting entries.
- 4) To fund the county selected services specifically identified in Attachment C at the identified level and that funds transferred to ADSD are derived from local government general funds or general taxes.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information and submit a Business Associate Agreement.
- 6) To submit billing or program questions via email to designated staff.
- 7) Eligible recipients, pursuant to this Agreement, will be entitled to receive TCM and the full range of services authorized in this Agreement by the funding agent.
- 8) To develop, along with ADSD, criteria to be used to determine eligibility for each specific service.
- 9) All Agreements establishing this program will be terminated if the County does not comply with the terms of this Agreement, fails to sign this Interlocal Agreement, or terminates the Agreement. The County will be notified thirty (30) calendar days prior to termination for breach of this Agreement, specifying the nature of the breach.
- 10) No state appropriation is available to fund this program. Payment will be made to "Aging and Disability Services Division" and processed electronically through the Nevada State Treasurer's Office within 15 business days of receipt of invoice.
- 11) Upon termination of this Agreement, ADSD will close out the program.

**D. ALL PARTIES AGREE:**

- 1) It is specifically understood this Agreement is designed to provide services to children with qualifying developmental disabilities and all non-federal share costs will be paid by the County.

APPROVED: \_\_\_\_\_



DATE: \_\_\_\_\_

10.25.13

**ATTACHMENT B**

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**CONFIDENTIALITY ADDENDUM**

BETWEEN

Aging and Disability Services Division  
Hereinafter referred to as "Division"

and

County of

Douglas

Hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

**I. DEFINITIONS**

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Contractor** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

**II. TERM**

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Contractor has obtained written approval from the Division.


VI. OBLIGATIONS OF CONTRACTOR

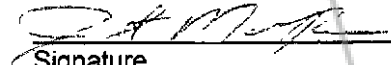
1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

**IN WITNESS WHEREOF**, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

**CONTRACTOR/ORGANIZATION**

**DIVISION**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Greg Lynn  
\_\_\_\_\_  
Print Name

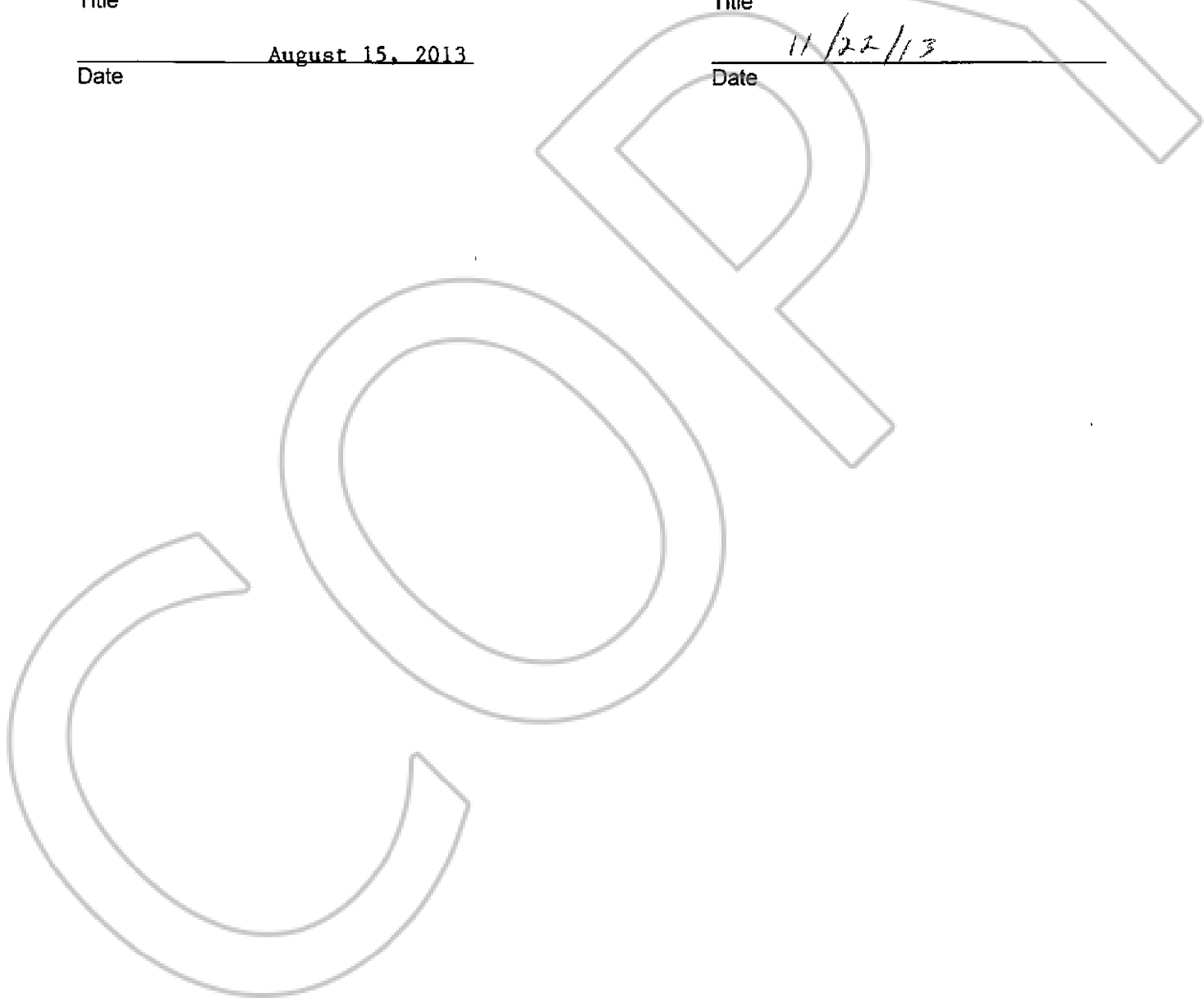
JG Jane Gruner  
\_\_\_\_\_  
Print Name

Chairman, Board of Commissioners  
\_\_\_\_\_  
Title

Administrator, ADSD  
\_\_\_\_\_  
Title

August 15, 2013  
\_\_\_\_\_  
Date

11/22/13  
\_\_\_\_\_  
Date



**ATTACHMENT C**

**SERVICES BILLING RATES**

\_\_\_\_\_ RESPITE SERVICE AMOUNT FUNDED \_\_\_\_\_

\_\_\_\_\_ IN-HOME HABILITATION AMOUNT FUNDED \_\_\_\_\_

N/A PURCHASE OF SERVICE AMOUNT FUNDED \_\_\_\_\_

\_\_\_\_\_ CLINICAL SERVICES\* AMOUNT FUNDED \_\_\_\_\_


\_\_\_\_\_ SUPPORTED LIVING ARRANGEMENTS AMOUNT FUNDED \_\_\_\_\_

\_\_\_\_\_ TARGETED CASE\* MANAGEMENT AMOUNT FUNDED \_\_\_\_\_

THE NATURE AND SCOPE OF SERVICES CURRENTLY PROVIDED BY ADSD WILL REMAIN UNCHANGED.

MY SIGNATURE MEANS THAT I AGREE TO ALL CONDITIONS OF THIS AGREEMENT

**COUNTY OF DOUGLAS**

	8/15/13	Chairman, Board of Commissioners
Signature	Date	Title

All services will be billed at ADSD current rates as follows:

Targeted Case Management \*Hourly rate is \$102.28 (billed in 15 minute increments at \$25.57 each). ADSD will bill CMS for Medicaid reimbursement and county for state share of cost.

Clinical Services \* Hourly rate is \$102.28 (billed in 15 minute increments at \$25.57 each). ADSD will bill CMS for Medicaid reimbursement and county for state share of cost. Clinical Services include individual and group therapy (counseling), behavioral therapy, and clinical assessments.

Respite Services rate is currently \$125 per month per child.

In Home Habilitation is currently a legislatively set hourly rate of \$18.86.

Purchase of Service rate is currently a one time allotment of \$250 per child per year for emergency services.

Supported Living Arrangements is currently a legislatively set hourly rate of \$18.86.



**BUSINESS ASSOCIATE ADDENDUM**

BETWEEN

AGING AND DISABILITY SERVICES DIVISION  
Hereinafter referred to as the "Covered Entity"

and

County of Douglas  
Hereinafter referred to as the "Business Associate"

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**PURPOSE.** In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 ("the HITECH Act"), and regulation promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

**WHEREAS,** the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

**WHEREAS,** Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

**WHEREAS,** the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

**THEREFORE,** in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

**I. DEFINITIONS.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.

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5. **Covered Entity** shall mean the name of the Agency listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes, but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

### II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business

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Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.

2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b)
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: the Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

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8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).

16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

III. **PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE.**  
The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

2. **Prohibited Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. **OBLIGATIONS OF COVERED ENTITY**

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1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

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V. TERM AND TERMINATION

1. **Effect of Termination:**
  - a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
  - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
  - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.

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- 2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
- 3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
  - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
  - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
- 4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
- 5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
- 6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

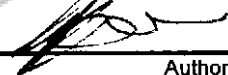
**Covered Entity**  
Aging and Disability Services Division  
3416 Goni Road  
Carson City, NV 89706

**Business Associate**  
Douglas County  
 Enter Business Name  
P. O. Box 218  
 Enter Business Address  
Minden, NV 89423  
 Enter Business City, State and Zip Code  
(775) 782-9825  
 Enter Business Phone Number  
(775) 782-9874  
 Enter Business Fax Number

(775) 687-4210

(775) 687-0574

  
 Authorized Signature

  
 Authorized Signature

*For* Jane Gruner  
 Print Name

Greg Lynn  
 Print Name

Administrator  
 Title

Chairman, Board of Commissioners  
 Title

11/22/13  
 Date

August 15, 2013  
 Date

COPY

Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

12<sup>th</sup> day of Feb, 2014

By [Signature] Deputy