

Resolution # 18-1

WHEREAS, Sangamon County established a self-insurance trust in 1987 for general liability claims against the County, and

WHEREAS, Troxell assisted in the development of this trust and has provided assistance in the administration of the County's general liability self-insurance coverage and the processing of liability claims since the establishment of the trust in 1987, and

WHEREAS, Troxell also assists in the administration of the County's self-insurance health benefits program and provides brokerage services for the County's insurance coverage for vehicles, workers compensation, property casualty and demolition projects; investigates injury claims occurring at County facilities; investigates auto accidents involving County vehicles or property; and helps coordinate auto body repair work performed on County vehicles, and

WHEREAS, Troxell has performed its duties in a highly-satisfactory manner, and

WHEREAS, Troxell has quoted a premium of \$80,000 for the renewal of its agreement to assist in the administration of the County's insurance programs for the Fiscal Year 2020, and the quoted premium remains level with the premium paid by the County in Fiscal Year 2019.

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 12th day of November 2019, approves the renewal of the agreement with Troxell at the rate of \$80,000 for the firm's professional services in the administration of the County's insurance programs for Fiscal Year 2020. The County Administrator is authorized to execute the agreement with Troxell for its services.

Employee Services Committee

<u>Tom E. Krell</u> , Chairman	<u>Jason Roth</u> , Member
<u>Sam Deppe</u> , Member	<u>[Signature]</u> , Member
_____, Member	_____, Member
_____, Member	_____, Member

FILED

NOV 05 2019

[Signature]
REGISTRAR CLERK

RECEIVED
2660

OCT 17 2019

Andy Goleman
SANGAMON COUNTY AUDITOR

Sangamon County Purchase Order FY2019

Purchase Orders are required for all Informal Quotes (>\$3,500) and Formal Solicitations (>\$30,000)

Department Information

PO Number: _____ (Manually Assigned by Department)
Department: Auditor Employee Contact: Michael Cowles
Department Head Signature: [Signature] Date: 10/17/2019

Purchase Order Type (Regular, Exception or Emergency)

Type: Regular [checked] (3 Quotes or RFP Documentation Required)

Legal Review Date: 10/15/2019 (>\$30,000 or Exception - see below)

Exception [] (Provide detailed explanation in Purchase Description/Narrative Section)

Reason: Joint Purchasing Contract [] Sole Source [] Professional Services []
Not Suitable for Quotes/RFP Other []

Emergency [] County Administrator Signature: _____

- Will be reported at the next Oversight and/or County Board Meeting Date: _____
Provide detailed explanation in Purchase Description/Narrative Section

Purchase Request Information

Vendor: Troxell Quantity: 1 Price Per Unit: \$80,000.00
Total Price: \$80,000.00 G/L: _____

Purchase Description/Narrative:

Brokerage and insurance administration professional services contract for County fiscal year 2020.

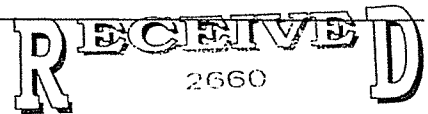
Auditor's Office (PO request documents need to be to the Auditor's Office 5 business days prior to the oversight committee meeting)

Date Received: 10/17/2019 Date Review Completed: 10/17/2019
Auditor's Office Signature: [Signature]

County Board Meeting Date Signature
Approved by Oversight Committee: [Signature]

Approved by County Board (if applicable): _____

(County Board Resolution Required for All POs >\$30,000)



TROXELL

INSURANCE SINCE 1887
P.O. BOX 3757
SPRINGFIELD, ILLINOIS 62708
(217) 528-7533

INVOICE

CLIENT	County of Sangamon
	5558
DATE	10/04/2019
CLIENT SERVICE	Christopher Leming Christina Edgington
PAGE	1 of 1

County of Sangamon
200 S. 9th St. Room 204
County Auditor Office - Mike Cowles
Springfield, IL 62701-1968

PAYMENT INFORMATION	
INVOICE SUMMARY	\$ 80,000.00
PAYMENT AMOUNT	
PAYMENT FOR:	Invoice#2361897
SCSITO 33	

Thank You

PLEASE MAKE CHECK PAYABLE TO TROXELL

Customer: County of Sangamon

INVOICE	EFFECTIVE	TRANSACTION	DESCRIPTION	AMOUNT
2361897	12/15/2019	Renew policy	Policy #SCSITO 33 12/15/2019-12/15/2020 Miscellaneous Companies General Liability - Renew policy Due Date: 12/15/2019	80,000.00
				TOTAL
				\$ 80,000.00



Thank You

TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield, IL 62704	(217)528-7533 info@troxellins.com	DATE 10/04/2019
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INSURANCE SERVICES

This Agreement is made this 15th day of December, 2019, between Sangamon County, (hereinafter The County) and R W Troxell & Company DBA TROXELL (hereinafter Troxell) for insurance services to be provided by TROXELL to Sangamon County.

1. **TERMS AND CONDITIONS**

In consideration of the fees set forth herein Troxell agrees that it will provide to the County the services and conditions set forth in "Exhibit 1", and subject to the terms of the "Business Associate Contract", attached hereto and incorporated herein in its entirety.

In addition to the services provided in "Exhibit 1" Troxell provides the Benefits related services in "Exhibit 2". These services are not in consideration of the fees set forth herein.

2. **RELATIONSHIP OF THE PARTIES**

A. The relationship of the parties is that of independent contractors. Neither Party shall be deemed to be the legal representative of the other. No agent, employee or servant of Troxell shall be considered an agent, employee or servant of the County. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local taxes.

B. None of the benefits (including but not limited to, compensation, insurance, Disability insurance, employees' pension plan, employee welfare benefit plan, unemployment insurance, vacations or leave) provided (whether presently or in the future) by the County to its employees are available to Troxell, its agents, employees or servants. The parties do not intend, under this Agreement or otherwise, or create or maintain any benefits or rights for any Troxell's agents, employees or servants.

C. Troxell shall supervise, direct and control its employees, including selecting, hiring, firing, training, setting and paying wages, benefits, worker's compensation, FICA and unemployment taxes. Employees shall be subject to discharge and discipline by Troxell only. The County shall have no obligation or right to supervise, direct, discharge or discipline Troxell's agents, employees or servants.

3. **TERM**

The agreement shall have a term beginning December 15, 2019 for a one year period subject to a one year renewal option to be exercised 60 days prior to the end of the preceding

contract date at the sole discretion of the County. Contract renewal options exercised shall be subject to a reasonable rate negotiated between the parties hereto.

4. **FEES**

The annual amount for Services from Troxell for the period December 15, 2019 through December 14, 2020 will be \$80,000.00 to be paid in full upon execution of this agreement.

5. **TERMINATION**

The County may terminate this agreement without cause at any time during the life of the agreement. The termination will be 60 days after receiving written notice from the County. If this agreement is terminated with or without cause, the parties shall meet through their authorized representatives and shall agree upon transfer of records, supplies and equipment, and a refund for services not provided.

6. **SUBSTANTIAL BREACH**

In the event that one party believes the other to be in substantial breach or default under this Agreement, that party acting through its chief administrator, shall notify the other party in writing and allow the other party thirty (30) days from the date of receipt of the notice to cure the breach or default. If the breach or default is not then cured, the party having sent the notice may, at its option, have all remedies available at law or in equity. No waiver of any breach or default shall be implied by the failure of either party to give notice, and no express waiver shall affect any other default except the one specified in the waiver.

7. **REPRESENTATIONS AND WARRANTIES**

- A. During the term of this Agreement, Troxell represents and warrants to the County that the services rendered pursuant to this Agreement shall be performed in a professional and workmanlike manner in accordance with accepted standard practice by members of the same profession and will be free of material defects.
- B. Troxell warrants and represents the Troxell is duly organized and validly existing and in good standing under the laws of the state of its incorporation and formation. Each party warrants and represents that: (i) this Agreement has been duly authorized for execution, and (ii) each party has and will have all rights, titles, licenses, permission and approvals necessary to enter into and engage in the transactions and the performance of the services contemplated herein.

8. **FORCE MAJEURE**

Neither party shall be deemed in default of any provision of this Agreement or liable to the other for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the party's reasonable control, such as the other party's failure to furnish necessary

information, acts or omissions of the other party or breaches of this Agreement by the other party (provided that the party which is unable to perform has provided the other party with reasonable notice of such non-performance and has used commercially reasonable efforts to perform notwithstanding such acts, omissions or breaches by the other party), war (whether an actual declaration thereof is made or not), terrorism, sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), embargoes, judicial action, labor dispute, accident, fire, explosion, flood storm or other act of God, shortage of labor, fuel or raw materials, machinery or technical failures. Any delay resulting from force majeure shall correspondingly extend the time for performance.

9. GENERAL

- A. Captions – Captions contained in this Agreement are for convenient reference and do not constitute part of this Agreement.
- B. Construction – The provisions of this Agreement have been negotiated, written and reviewed by both parties in consultation with legal counsel. None of the provisions of this Agreement shall be construed against a party merely because that party was or is the principal drafter thereof.
- C. Successors and Assigns – This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- D. Severability – If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.
- E. Governing Law: Jurisdiction and Venue – This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. The parties hereby consent to the exclusive jurisdiction of the venue in any state court of competent jurisdiction located in Sangamon County in the State of Illinois for the adjudication of any disputes arising under this Agreement.
- F. Modification – No modification, amendment, waiver, or discharge of this Agreement shall be valid unless in writing and signed by an authorized representative of both parties.
- G. Entire Agreement – This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous agreements and representations, whether written or oral, with respect to the subject matter of this Agreement. The terms and conditions of any purchase orders or other ordering documents issued by the County in connection with services performed hereunder shall be void and of no effect and shall not be binding on Troxell unless expressly agreed to in writing by an authorized representative of Troxell. The term “this Agreement” as used herein includes any

future written amendments, modifications or supplements made in accordance herewith.

H. Notice – All notices, requests, demands and other communications permitted or required hereunder shall be in writing, and either (i) delivered in person, (ii) sent by express mail or other overnight delivery service providing receipt of a delivery, (iii) mailed by certified or registered mail, postage prepaid, return receipt as follows:

If to the County to:

Chairman, Sangamon County Board
200 S. 9th Street, Room 201
Springfield, Illinois 62701

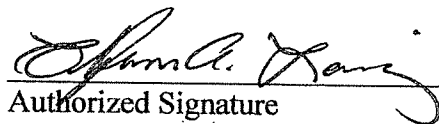
If to Troxell to:

Christopher Leming
Troxell Insurance
214 South Grand Ave. W
P.O. Box 3757
Springfield, IL 62708

THE PARTIES ACKNOWLEDGE THAT THEIR AUTHORIZED REPRESENTATIVES HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

Accepted by:

TROXELL


Authorized Signature

Christopher A Leming
Name – Type or Print

SVP
Title

10-15-19
Date

Accepted by:

SANGAMON COUNTY

Authorized Signature

Name – Type or Print

Title

Date

Exhibit 1

It is agreed that for the fee shown, R W Troxell & Company will provide the following Scope of Duties for the Self-Funded Liability policy for the County of Sangamon:

General Liability, Automobile Liability, Law Enforcement Liability, Public Officials Errors & Omissions, Host Liquor Liability, Incidental Medical Malpractice, Fire Legal Liability and Employee Benefits Liability.

Troxell shall field, research and answer questions from the County regarding insurance issues pertaining to all liability coverages shown above. Troxell will provide Insurance Certificates at the request of the County Auditor's office, for proof of insurance coverage to third parties for promoted events, street closings, rental equipment and other special events that require the use of non-owned venues for meetings, seminars, use of firing ranges, after school programs, etc.

Troxell will, at its own expense, hire and maintain a relationship with a third party administrator that will perform the following tasks in conjunction with claims and their handling:

1. Investigate and handle, to a conclusion, all auto accidents involving any County vehicle.
2. Inspect damage to all County vehicles and review and approve all repair figures with repair shop
3. Investigate and handle all fall-down or other claims occurring at the County Building, other County locations and County parking lots
4. When necessary, attend Civil Liability committee meetings to explain a certain claim exposure and obtain settlement authority
5. Handle and process all check requests to the County Auditor's office for repairs to County vehicles and for settlement/payments to third-party claimants
6. Process fee payments to law firms, court reporters and hired experts for the defense of claims/lawsuits against the County
7. Handle subrogation claims to recover amounts paid by the Sangamon County Insurance Fund for cases where a third party was liable for the damages
8. Handle direct collection for damages to County guard rails and other County property struck by the motoring public. Amounts collected are turned over to the County Highway Department
9. Provide the County Auditor and County Administrator with quarterly audits showing claim payment amounts and pending reserves for all County claims
10. Maintain open files and maintain and store all closed County files from 1993 to present

As part of this agreement, Troxell shall also provide brokerage services to assist the County in obtaining insurance coverage for County vehicles, property, workers compensation and other risk areas as needed. Troxell shall receive no payment from the County for such brokerage services, but it is understood by the parties hereto that Troxell may receive commissions as a usual and customary award by the companies issue said insurance policies.

Exhibit 2

The primary contacts for the Troxell Benefit Programs are Christopher Leming and Maripat Cline, who may be changed by agreement of the County and Troxell, and will provide the following services on behalf of Troxell:

1. Oversee entire health benefits, prescription, life and voluntary life programs
2. Meet with Sangamon County Board of Managers at least monthly to review claims, costs and benefits
3. Provide legislative updates for review to maintain compliance
4. Assist with and investigate all claim questions and benefits issues to determine coverage originating from the County or the employees
5. Assist with and review Plan Documents describing benefits coverage offered by Sangamon County
6. Perform audit of County eligibility vs BCBS and Express Scripts quarterly to confirm all cancelled or enrolled participants matches Sangamon County
7. Review and negotiate cost at renewal from health, prescription, life and voluntary life carriers
8. Provide various benefit options and alternatives at renewal to lower cost and/or enhance program
9. Prepare RFP (Request for Proposal) to obtain quotes from other carriers to obtain the best coverage, discounts and service at the most advantageous cost to County
10. Review pros and cons of all bids in regards to discounts, network, claims processing abilities etc
11. Plan and schedule educational meetings annually for Board of Managers to educate new members on benefits, funding, re-insurance coverage and policies and procedures.
12. Meet with County Administration to review and discuss stability of self-funded program and research various options as requested
13. Meet with new hires to review life and voluntary life options available
14. Provide staff member at annual Benefits Fair
15. Serve as liaison between County and carriers for any issue that may arise

BUSINESS ASSOCIATE CONTRACT

This Business Associate Contract (Agreement) is entered into by and between TROXELL ("Business Associate") and ("Company") on behalf of Covered Entity, effective as of December 15th, 2019.

WHEREAS, Covered Entity is a group health plan, as defined in the administrative simplification provisions within the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy and Security Rules), which is sponsored and maintained by the Company.

WHEREAS, Business Associate is an insurance broker that provides consulting services to plan sponsors and group health plans on matters related to employee benefits.

WHEREAS, Business Associate has been retained to perform a function or activity on behalf of the Covered Entity that requires that the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the HIPAA Privacy and Security Rules.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

A. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and 164.

B. USE AND DISCLOSURE OF PHI

Covered Entity hereby grants Business Associate permission to use, disclose, and request from third parties PHI on behalf of Covered Entity or an organized health care arrangement in which the Covered Entity is a member in order to:

1. Perform or assist in performing a function or activity regulated by the HIPAA Privacy or Security Rules, including, but not limited to, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, renewal or replacement of a contract, conducting planning-related analysis related to managing the employee benefit plans, and customer service.
2. Assist the Covered Entity's other business associates retained to provide legal advice, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services to the Covered Entity or to an organized health care arrangement in which the Covered Entity participates.
3. Allow Business Associate to properly manage and administer the Business Associate's organization or to carry out the legal responsibilities of the Business Associate.
4. Perform functions, activities, or services for, or on behalf of, Covered Entity as specified above, except as otherwise limited by this Agreement or if such use or disclosure would violate the HIPAA Privacy or Security Rules if done by the Covered Entity.

C. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1. Use and Disclosure of PHI. Business Associate shall not use or further disclose PHI other than as permitted by this Agreement or as required by law. To the extent practicable, Business Associate shall limit its use or disclosure of PHI or requests for PHI to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.
2. Safeguards. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. Business Associate agrees that it will implement appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Security Rule.

Business Associate acknowledges that the requirements of 45 C.F.R. Sections 164.308, 164.310 and 164.312 applicable to such administrative, physical and technical safeguards apply to Business Associate in

the same manner that such sections apply to Covered Entity. Further, Business Associate shall implement, and maintain in written form, reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Security Rule, in accordance with 45 C.F.R. Section 164.316, which applies to Business Associate in the same manner that such section applies to Covered Entity.

- 3. Unauthorized Disclosures of PHI. Business Associate shall, within ten (10) business days of becoming aware of a disclosure of PHI in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, or agents or by a third party to which Business Associate disclosed PHI (including a subcontractor), report to Covered Entity any such disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure.

This section shall also apply to any breach of unsecured PHI, as defined by the applicable regulations. Notice of any such breach shall include the identification of any individual whose unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired or disclosed during such breach and any other information required by the applicable regulations.

- 4. Security Incidents. Business Associate shall promptly report to Covered Entity any Security Incident of which it becomes aware, in accordance with the HIPAA Security Rule.
- 5. Agreements With Third Parties. Business Associate agrees to ensure that any agents and subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate with respect to Business Associate's relationship with Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- 6. Access to Information. Within ten (10) business days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set and in accordance with the requirements of 45 C.F.R. Section 164.524. In the event any individual requests access to PHI directly from the Business Associate, Business Associate shall respond to the request for PHI within ten (10) business days. Any denials of access to the PHI requested shall be the responsibility of the Business Associate.
- 7. Availability of PHI for Amendment. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity.
- 8. Inspection of Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or at the request of the Covered Entity, to the Secretary of the U.S. Department of Health and Human Services or its designee (the "Secretary"), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
- 9. Accounting of Disclosures. Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual made in accordance with 45 CFR Section 164.528. Business Associate shall provide an accounting of disclosures made during the six (6) years prior to the date on which the accounting is requested (or during the three (3) years prior to the date the accounting is requested for PHI maintained in an electronic health record, beginning on the applicable effective date pursuant to the American Recovery and Reinvestment Act of 2009). At a minimum, the accounting of disclosures shall include the following information:
 - a. Date of disclosure,
 - b. The name of the person or entity who received the PHI, and if known, the address of such entity or person,
 - c. A brief description of the PHI disclosed, and
 - d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall respond to the request within ten (10) business days. Any denials of a request for an accounting shall be the responsibility of the Business Associate. Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.

- 10. Remuneration in Exchange for PHI. Effective Sept. 23, 2013, the effective date of the final HIPAA regulations pursuant to the American Recovery and Reinvestment Act of 2009, and subject to the transition provision of 45 CFR Section 164.532 regarding prior data use agreements, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI without a valid authorization permitting such remuneration, except as permitted by law.

D. OBLIGATIONS OF COVERED ENTITY

- 1. Covered Entity shall comply with each applicable requirement of the HIPAA Privacy and Security Rules.
- 2. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice.
- 3. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- 4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

F. TERMINATION

- 1. Term. The term of this Agreement shall begin on the Effective Date and shall remain in effect until terminated under Section F(2) of this Agreement.
- 2. Termination. This Agreement shall be terminated only as follows:

a. Termination for Cause by Covered Entity

This Agreement may be terminated by the Covered Entity upon fifteen (15) business days written notice to the Business Associate in the event that the Business Associate breaches any provision contained in Paragraph C of this Agreement and such breach is not cured within such fifteen (15) day period.

b. Termination for Cause by Business Associate

This Agreement may be terminated by the Business Associate upon fifteen (15) business days written notice to the Covered Entity in the event that the Covered Entity breaches any provision contained in Paragraphs D or E of this Agreement and such breach is not cured within such fifteen (15) day period..

c. Termination Due To Change in Law

Either party may terminate this Agreement effective upon thirty (30) days advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Paragraph G(1) and no amendment has been agreed upon.

d. Termination Without Cause

Either may terminate this Agreement effective upon ninety (90) days advance written notice to the other party given with or without any reason.

3. Return or Destruction of PHI

Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that the Business Associate maintains in any form. Business Associate shall retain no copies of the PHI.

Notwithstanding the above, to the extent that the Business Associate determines that it is not feasible to return or destroy such PHI, the terms and provisions of Paragraphs A, B, C and D shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which

prevented the return or destruction of such PHI. When the PHI is no longer needed by the Business Associate, the Business associate shall return the PHI to Covered Entity or shall destroy it.

G. GENERAL PROVISIONS

1. Amendment. This Agreement may be amended only by the mutual written agreement of the parties. The parties agree to take such action to amend this Agreement from time to time as is necessary for the Covered Entity or Business Associate to comply with the requirements of HIPAA.
2. Indemnification. Business Associate shall release, indemnify and hold Covered Entity harmless from and against any claims, fees, and costs, including, without limitation, reasonable attorneys' fees and costs, which are related to Business Associate's failure to perform its obligations under this Agreement. Covered Entity shall release, indemnify and hold Business Associate harmless from and against any claims, fees, and costs, including without limitation, reasonable attorneys' fees and costs, which are related to Covered Entity's alleged improper use or disclosure of PHI or other breach of this Agreement.
3. Remedies. The parties acknowledge that breach of Paragraphs B, C, D or E of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if either party has actual notice of an intended breach, such party shall be entitled to a remedy of specific performance and/or injunction enjoining the other party from violating or further violating this Agreement. The parties agree the election of the party to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right such party may have to recover damages.
4. Survival. Business Associate's obligation to limit its use and disclosure of PHI as set out in Paragraph C survive the termination of this Agreement so long as Business Associate has PHI received during the performance of its services as described in this Agreement.
5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of .
6. Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
7. Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.
8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity and/or Business Associate, as applicable, to comply with HIPAA.
9. Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

"COVERED ENTITY"

County of Sangamon

"BUSINESS ASSOCIATE"

TROXELL

Signed: _____

Date: _____

Name: _____

Title: _____

Signed: _____

Date: _____

Name: _____

Title: _____