

Agenda Item # 21
Date 1/12/22

MEMORANDUM OF UNDERSTANDING
BETWEEN THE NEBRASKA DEPARTMENT OF VETERANS' AFFAIRS
AND

Dodge County, NEB

This Memorandum of Understanding ("MOU") is entered into by and between the Nebraska Department of Veterans' Affairs (hereinafter "NDVA"), and Dodge County, NEB, on behalf of the Dodge County, NEB County Veterans Service Office (hereinafter "County"). NDVA and County may be collectively referred to as the "Parties" or individually as a "Party."

PURPOSE. The purpose of this MOU is to allow a Nebraska County to join on NDVA's license as a "User" thereby enabling the County to view and add certain information to the web based database "VetraSpec" in order to assist veterans and/or their eligible dependent(s) to access all benefits which they are entitled by law.

DURATION. This MOU is in effect from January 1, 2022 through December 31, 2023. This MOU has the option to be renewed for two (2) additional two (2) year periods as mutually agreed upon in writing by the Parties.

DUTIES AND RESPONSIBILITIES.

1. County shall do all of the following:

- 1.1. Receive billing directly from Tyler Technologies and remit the annual user fee to Tyler Technologies, Inc. to maintain file access.
- 1.2. Complete and upload the NDVA "Authorization to Disclose Personal Information To A Third Party" to allow authorized County personnel to access information pertaining to veteran benefits.
- 1.3. Only access files in VetraSpec as requested by the veteran, veteran's representative, and/or veteran's eligible dependent(s).
- 1.4. Submit all customizations to access permissions to NDVA for approval and submission. Requests for customization by the County must be in writing and provided to the NDVA Contract contact identified below. Submission requests will be reviewed by NDVA, recorded and submitted by NDVA if deemed appropriate. County shall not submit any such request for customization directly to Tyler Technologies unless specifically authorized, in writing, by NDVA.
- 1.5. Only use information from veterans' files to assist the veteran, veteran's spouse and/or veteran's eligible dependent(s) and not for any other purpose including, but not limited to, the following:
 - 1.5.1. Recruitment for membership to organizations;
 - 1.5.2. Solicitation to firms or any other for-profit or non-profit organizations seeking to do business with individuals represented by the database;
 - 1.5.3. Listing names for inclusion/inscription on monuments or memorials.

2. NDVA shall do the following:

- 2.1. Allow Users to access information in VetraSpec under the license held by NDVA.
- 2.2. Monitor usage of VetraSpec and report any violation of its intended use.
- 2.3. Review the information contained within VetraSpec.
- 2.4. Cancel User access to VetraSpec for any violation of the intended use of VetraSpec.
- 2.5. Maintain any written requests for customization by the County.
- 2.6. Cooperate with any authorities legally empowered to investigate, audit, or otherwise review the procedures, data, and conduct, including the operation of VetraSpec and its users under the license held by NDVA.

ANTI-DISCRIMINATION.

The Parties agree to comply fully with Title VII of the Civil Rights Act of 1964, as amended, The Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act Amendments Act of 2008,

and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination in the provision of services or against any employee, any applicant for such employment, or any other person because of age, race, color, religious creed, national origin, ancestry, disability, sex or marital status. This provision shall include but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

ASSIGNMENT.

The Parties agree that they shall not assign their duties or responsibilities under this MOU without receiving prior written permission of the other Party.

GOVERNING LAW.

This MOU shall be governed by and construed under the laws of the State of Nebraska, which shall be the forum for any lawsuits arising from an incident to this MOU.

INDEPENDENT CONTRACTOR.

The Parties mutually agree that this MOU shall not create any type of employment relationship between or among the Parties. Each Party shall employ and direct such personnel as it requires to perform its obligations under this MOU, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this MOU.

SEVERABILITY.

If any term or condition of this MOU is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this MOU did not contain the particular provision held to be invalid or illegal.

TERMINATION.

This MOU may be terminated at any time by either party giving thirty (30) days written notice.

NOTICES.

Notices shall be in writing and shall be effective upon mailing. Written notices, such as notices of termination or notice of breach shall be sent to the following addresses:

<u>FOR NDVA:</u> Nebraska Department of Veterans' Affairs Attn: Contracts Attorney PO Box 95083 301 Centennial Mall South Lincoln, NE 68509-5083	<u>FOR COUNTY:</u> Dodge County Veteran Service Office 435 Park Ave, suite 203b Fremont, NE 68025
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BUSINESS ASSOCIATE PROVISIONS.

In order for County to complete the services set forth in this MOU, NDVA may need to disclose to County, or otherwise provide County access to Protected Health Information ("PHI"). NDVA and County intend to protect and provide for the privacy and security of PHI in compliance with the Health Insurance Portability and Accountability Act ("HIPAA"). Accordingly, the Parties agree to the following Business Associate Provisions.

1. Definitions.

- 1.1. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR §160.103, and in reference to the Party to this MOU, shall mean County.
- 1.2. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR §160.103, and in reference to the Party in this MOU shall mean NDVA.
- 1.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR §§160 and 164.
- 1.4. The following terms shall have the same meaning as those terms in the HIPAA Rules: breach, data aggregation, designated record set, disclosure, health care operations, individual, minimum necessary, Notice of Privacy Practices, Protected Health Information, required by law, Secretary, security incident, subcontractor, Unsecured Protected Health Information, and use.

2. County shall do the following:

- 2.1. Not use or disclose PHI other than as permitted or required by this MOU or as required by law. County may use PHI for purposes of managing its internal business processes relating to its functions and performance under this MOU. Use or disclosure must be consistent with NDVA's minimum necessary policies and procedures.
- 2.2. Implement and maintain appropriate administrative, physical, and technical safeguards, to prevent access to, and the unauthorized use and disclosure of, PHI. Comply with Subpart C or 45 CFR §164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for in this MOU and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
- 2.3. To the extent County is to carry out one or more of the NDVA's obligations under Subpart E of 45 CFR §164, comply with the requirements of Subpart E that apply to NDVA in the performance of such obligations. County may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR §164 if done by NDVA.
- 2.4. In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI received from NDVA, or created by or received from County on behalf of NDVA, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of PHI that apply to County with respect to such information.
- 2.5. Obtain reasonable assurances from the party to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the County of any instances of which it is aware that the confidentiality of the information has been breached.
- 2.6. Within fifteen (15) days:
 - 2.6.1. Make available PHI in a designated record set to NDVA as necessary to satisfy NDVA's obligations under 45 CFR §164.524;
 - 2.6.2. Make any amendment(s) to PHI in a designated record set as directed or agreed to by NDVA pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy NDVA's obligations under 45 CFR 164.526; and
 - 2.6.3. Maintain and make available the information required to provide an accounting of disclosures to NDVA as necessary to satisfy NDVA's obligations under 45 CFR §164.528.
- 2.7. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or recorded by NDVA on behalf of, NDVA available to the Secretary or its designee for purposes of determining compliance with the HIPAA Rules. County will provide NDVA with copies of the information it has made available to the Secretary.
- 2.8. Report to NDVA, within fifteen (15) days, any unauthorized use or disclosure of PHI made in violation of this MOU or the HIPAA Rules, including any security incident that may put electronic PHI at risk. County shall, as instructed by NDVA, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of PHI pursuant to the conditions of this MOU through the

preparation and completion of a written Corrective Action Plan subject to review and approval by NDVA. County shall report any breach to the individuals affected and to the Secretary, and if warranted, to the media on behalf of the covered entity as required by the HIPAA Rules.

IN WITNESS WHEREOF, the Parties have duly executed this MOU, and the individual signing below has authority to legally bind the Party to this MOU.

NEBRASKA DEPARTMENT OF VETERANS' AFFAIRS	BOARD OF COUNTY COMMISSIONERS OF Dodge County, NEB COUNTY, NEBRASKA
By: _____ (Director or Designee)	By: _____ (Signature of Authorized Official)
JOHN HILGERT, DIRECTOR (Typed or Printed Name/Title)	Enter name and title of authorized official. _____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)