

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

COURTHOUSE
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CENTERVILLE, IOWA 52544

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Meeting Agenda
December 4, 2023

The Appanoose County Board of Supervisors will meet Monday, December 4, 2023 at 9:00 A.M. in the Boardroom of the Courthouse. Items on the agenda include:

1. Pledge
2. Declaration of items to be added to the agenda/Approve Agenda
3. Approve minutes of the November 20 & 27, 2023 meetings
4. Approve reports (11/24 payroll)
5. Approve bills
6. Carosh: HIPAA Renewal
7. Approve Data Grant Agreement: Iowa One Call
8. Accept Conservation Board Resignation: Richard Brooke
9. Approve Jailer hire: Justice Finch
10. Approve Bond to Insure Against Double Payment: Winger Warrant 55709 \$13,268.40
11. McKinsey Opioid Settlement
12. County Engineer report
13. Public Comments
14. Adjourn

Posted 11/29/23

November 20, 2023

Appanoose County Board of Supervisors met in special session November 20, 2023 at 8:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry and Mark McGill. Absent: Jeff Kulmatycki.

The 11/7/2023 City/School Election Results from Monroe and Davis County were canvassed. Roy Miller, Tom Kramka, Sheila Kirby, Jamie Hanes, Jerry Robison, D.J. McDanel, Joann Jean McDanel, Mark R. Mendick II, Tiffany Muszynski and Kirk Swarts were declared the winners. Public Measure AS passed.

There was one provisional ballot cast and it was rejected. The voter failed to provide proof of residence.

The Board adjourned to meet at the call of the Auditor at 8:05 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

November 20, 2023

Appanoose County Board of Supervisors met in regular session November 20, 2023 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Mark McGill, and Jeff Kulmatycki Boardmembers. Absent: none.

The meeting started with the pledge.

McGill motioned to approve the agenda. Seconded by Kulmatycki. All voted aye.

Correct second of handwritten check to Demry. McGill motioned to approve the corrected minutes from the November 6, 2023 meeting and November 14, 2023 meeting. Seconded by Demry. McGill and Demry aye. Kulmatycki abstained (absent from meetings).

McGill motioned to approve 11/10 payroll, 10/23 Prisoner Room & Board. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve bills. Seconded by Kulmatycki. All voted aye.

Access Sys	Typing-Print.-Bind.Serv.	147.63
Agriland FS	Engineering Services	38876.44
Albia Newspapers	Typing-Print.-Bind.Serv.	1485.71
Alliant	Engineering Services	2491.04
Amazon	Off. Supplies & Forms	31.99
Amer Home Fdg	Juvenile Detention & Shel	3877.52
APCO Intn'l	Educational & Train.Serv.	104.00
App Co Fair Assn	Contrib. & Purchase Serv	20000.00
App Co Pub Hlth	Park Maint. & Supplies	70.00
Sec Rds	Fuels	3032.36
App Co Treas	Off. Supplies & Forms	163.98
C Assell	Election Official Comp	180.00
Bailey Off	Off. Supplies & Forms	696.73
Baker's	Equipment Repair	143.19
M Baldwin	Election Official Comp	8.37
Denise Ballanger	Election Official Comp	200.79
L Ballanger	Election Official Comp	253.01
M Benjamin	Election Official Comp	256.97
W Benjamin	Election Official Comp	16.88
Bloomfield Rent-All	Engineering Services	103.00
Blue Sun Graphics LLC	Vehicle Supplies-Access	160.00
Bob Barker	Jail Equip. & Furniture	290.14
BP Business Solns	Transportation	49.00
C Bradley	Election Official Comp	15.00
L Bradley	Election Official Comp	20.00
Bratz Oil	Tires & Tubes	110.95
J Brown	Right of Way	1987.05
Brown's Shoe	Engineering Services	106.25
BUG PRO	Extermination Services	90.00
E Burgin	Mileage & Transp. Expense	59.86
Calhoun Burns	Engineering Services	10114.28
J Campbell	Election Official Comp	14.99
Cantera Aggregates	Engineering Services	61843.12
Card Services	Off. Supplies & Forms	562.26
Cardio Partners	Medical Supplies	69.77
CarQuest	Engineering Services	1038.86
Cville Iron	Engineering Services	166.92
C'ville Produce & Feed	Park Maint. & Supplies	83.31
Central IA Det	Juvenile Detention & Shel	1312.75
Chariton Valley Elec	Engineering Services	419.89

Chariton Valley Pl	Dues & Memberships	3500.00
Cville Wtrwks	Rent & Utility Payments	7188.85
CocoBeen Reptiles	Park Maint. & Supplies	150.00
L Coltrain	Election Official Comp	255.80
M Conkity	Election Official Comp	256.07
L Conrad	Election Official Comp	160.00
Control Solutions, Inc	Medical Supplies	388.80
S Cossolotto	Election Official Comp	180.00
K Cridlebaugh	Election Official Comp	180.00
Davis Co Sch	Community Support Program	800.00
John Day Co	Engineering Services	1274.87
A Dittmer	Election Official Comp	180.00
B Dittmer	Election Official Comp	200.00
J Dove	Election Official Comp	180.00
Eastern IA Tire	Engineering Services	1232.68
R Eggerman	Election Official Comp	180.00
C Fenton	Election Official Comp	192.15
First National Bank	Dues & Memberships	37.50
Fogle TV	Park Maint. & Supplies	100.17
Forbes Office Solns	Off. Supplies & Forms	51.54
C Foster	Election Official Comp	227.00
A Fraser	Election Official Comp	200.00
B Frevert	Election Official Comp	180.00
G Gibson	Engineering Services	540.40
S Gillick	Election Official Comp	190.80
D Glenn	Election Official Comp	165.40
S Golic	Election Official Comp	189.27
D Gosselin	Right of Way	4227.40
C Havens	Election Official Comp	178.00
J Havens	Election Official Comp	171.70
Jim Hawk Truck	Engineering Services	356.27
Hawkeye Truck Equip	Engineering Services	1398.09
Henderson Products	Engineering Services	550.40
Hills San	Engineering Services	925.00
J Houser	Election Official Comp	10.13
M A Hurley	Election Official Comp	187.20
Hy-Vee	Food Preparation Service	9092.83
Independent Salt	Engineering Services	1027.00
Inland Truck Parts	Engineering Services	168.05
Intoximeters	Law Enf. Equip & Weapons	125.00
Iowa Bridge & Culvert	Flood & Eros.Contr.Struct	4374.92
IA Law Enforcement Academy	Educational & Train.Serv.	195.00
IA Media Network	Official Pub.& Legal Not.	80.00
ISU	Educational & Train.Serv.	75.00
J & J Ready Mix	Engineering Services	1840.00
A Jaramillo Ayon	Community Support Program	1495.00
Jasper Co Sheriff	Legal Serv. Dep-Subp-Tran	42.55
J Jay	Election Official Comp	236.99
John Deere	Engineering Services	2048.46
P Johnson	Election Official Comp	160.00
B Kauzlarich	Election Official Comp	70.00
Kids World	Community Support Program	1768.00
Kimball	Engineering Services	467.73
P Wells	Election Official Comp	45.00
Knapheide Equip	Engineering Services	743.15
R Knight	Right of Way	906.60
C Knorr	Election Official Comp	186.48

C Kramka	Election Official Comp	190.71
T Kramka	Election Official Comp	180.00
R Lamb	Mileage & Transp. Expense	300.81
S Larson	Election Official Comp	205.49
K Laurson	Educational & Train.Serv.	54.03
Legends	Engineering Services	31.25
LexisNexis	Dues & Memberships	100.00
Lockridge	Salary-Regular Employees	3492.38
C Maddy	Community Support Program	650.00
Mail Serv	Vehicle Renewal Notices	641.19
Jack Maletta	Office Space	99.99
MATURA	Community Support Program	332.14
C McClurg	Election Official Comp	196.38
S McDanel	Election Official Comp	191.70
J McDanolds	Election Official Comp	164.23
McKesson Med	Medical Supplies	296.30
J Melhus	Election Official Comp	193.77
MHC Kenworth	Engineering Services	542.89
Mid Country Machinery	Engineering Services	707.22
Midwest Wheel	Engineering Services	800.62
G Milani	Engineering Services	561.28
M McCoy	Educational & Train.Serv.	22.77
P Mitchell	Election Official Comp	180.00
MMIT	Off. Supplies & Forms	113.78
MMIT	Off. Equip Repair & Maint	551.56
Monroe Pub Hlth	Community Support Program	1364.19
P Morrow	Election Official Comp	70.00
NACO	Dues & Memberships	450.00
NACVSO	Contract Services	50.00
Natel	Telephone & Telegr.Serv.	55.00
NENA	Educational & Train.Serv.	147.00
O'Reilly	Engineering Services	572.36
G Odgen	Election Official Comp	201.60
Orchard Pl	Community Support Program	1714.32
Owl Pharm	Prescriptions & Medicine	87.50
Petty C-Sheriff	Postage & Mailing	5.25
R Pfannebecker	Mileage & Transp. Expense	8.46
Phelps Uniform	Engineering Services	157.46
Pitney Bowes	Postage & Mailing	2000.00
Power Ins	Law Enf. Auto Ins.	168.00
PowerPlan	Engineering Services	123.53
Premier Storage	Election Supplies	360.00
Proctor Corp	Heat-Cool-Elevator-Rpr-Mn	2180.00
Quill	Election Supplies	344.31
RASWC	Engineering Services	49.70
RRWA	Water & Sewer	28.50
L Ray	Election Official Comp	192.60
Reece Funeral Home	Mileage & Transp. Expense	218.55
G Roefer	Medical & Health Services	100.00
Safety-Kleen	Engineering Services	132.00
SCICAP	Community Support Program	35589.52
SE IA Land Surveyors	Educational & Train.Serv.	35.00
Secretary of State	Off. Supplies & Forms	30.00
Seymour Tire	Engineering Services	69.00
K Sherrard	Election Official Comp	218.00
SIEDA	Community Support Program	1866.60
Sinclair NAPA	Engineering Services	588.34

B Skinner	Educational & Train.Serv.	54.43
Smith Fertilizer	Park Maint. & Supplies	33.20
Marla Smith	Election Official Comp	19.80
Smokin Hot Prop	Rent Payments	550.00
Society of Land Surveyors	Educational & Train.Serv.	160.00
E Spencer	Election Official Comp	199.80
State Public Defender	Legal & Ct-Related Serv.	11304.00
Stericycle	Off. Supplies & Forms	170.74
Stivers Ford Lincoln	Construction & Maint.	38998.00
Storey Kenworthy	Election Supplies	3079.36
Summit Co	Building Repair & Maintce	424.50
Dr. Anthony Tatman	Educational & Train.Serv.	10.00
Thomas Funeral Home	Mileage & Transp. Expense	1650.00
D Thomas-Anderson	Election Official Comp	196.20
M Thomas	Election Official Comp	180.00
US Bank	Educational & Train.Serv.	807.12
US Cellular	Telephone & Telegr.Serv.	689.64
USPS	Office Space	448.00
K Walker	Election Official Comp	187.65
Wapello Co Sheriff	Legal Serv. Dep-Subp-Tran	48.10
B Wardlow	Right of Way	1555.50
H Weigel	Right of Way	3992.72
A Westercamp	Election Official Comp	8.82
Weston Heating	Engineering Services	110.40
Wex Bank	Mileage & Transp. Expense	228.74
P White	Election Official Comp	203.85
C Wilson	Election Official Comp	200.00
Rhea Wilson	Educational & Train.Serv.	11.72
H Wiltamuth	Educational & Train.Serv.	260.65
Windstream	Off. Supplies & Forms	804.10
Winger	Building Perm. Improvemnt	25999.60
Yutzy Repair	Engineering Services	130.38
Ziegler	Engineering Services	13201.96
Grand Total		368083.52

Ronda Lamb presented a list of new medical examiner investigators. Kulmatycki motioned to appoint Nicole O’Hair, Kylie Howington, Zack Musgrove, and Terra Williams as medical examiner investigators. Seconded by McGill. All voted aye. Lamb has a handbook she will email to the board to approve at a later date.

There was discussion about setting up an EMS committee from the recipients of the current EMS funding. Kulmatycki motioned to approve sending a letter to the EMS recipients. Seconded by McGill. All voted aye.

McGill motioned to accept the resignation of Pam Messersmith from the Conservation Board. Seconded by Kulmatycki. All voted aye.

McGill motioned to accept the Post-Election Audit results from the 11/7/2023 City/School Election. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the 2024 Weed Commission’s Certification and 2023 Commissioner’s Report. Seconded by Kulmatycki. All voted aye.

No bids were received for tuckpointing.

McGill motioned to approve Resolution #2023-49 Utility Resolution for 2023 Values Payable FY2024-2025 (a complete copy can be found in the Auditor’s Office). Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the 28E Agreement between the City of Centerville and Appanoose County for street and road maintenance. Seconded by Kulmatycki. All voted aye.

County Engineer, Brad Skinner provided an update to the board. Rock hauling is done unless there are muddy spots. The asphalt project is complete except for paperwork. They are working on survey details for FY25. Sealcoat projects are letting with the DOT this week while the bridge projects will let in December. The bridge and road on old Highway 2 west of town will be removed. The pavement will be restored with a rock road. The bridge on the Dean Bottom is open. Crews are working on pipe replacements and ditch cleaning. They got a ½ ton truck for the office and a 1 ton truck for snow removal and pulling a trailer. McGill questioned the dirt on the side of 493rd. Skinner stated he will check into it.

Public Comments: none.

McGill motioned to adjourn. Seconded by Demry. All voted aye.

The Board adjourned to meet the call of the Auditor at 9:16 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

November 27, 2023

Appanoose County Board of Supervisors met in special session November 27, 2023 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Mark McGill, and Jeff Kulmatycki. Absent: none.

McGill motioned to approve the agenda. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to reset the deadline for property insurance quotes from December 4th to December 18th at 9:00 A.M. Seconded by McGill. All voted aye.

The Board adjourned to meet at the call of the Auditor at 9:01 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

CAROSH 
COMPLIANCE SOLUTIONS



Appanoose County, Iowa
Board Update and Renewal

December 4, 2023

Topics to Cover Today

- News You Can Use
- On Demand Training - Cloud-Based Report
- Audit and Management Program
- Attestation Materials
- Upcoming Renewal
- Indemnity Agreement

New On Demand Training System

The screenshot displays the CAROSH Compliance Institute user interface. At the top left is the CAROSH logo. At the top right, the user's name "Stephanie Lathrop" is shown next to a profile icon. A vertical sidebar on the left contains navigation icons for Dashboard, Courses, Community, My Profile, My Inbox, and Groups. The main content area is divided into three sections: "Badges" with a plus sign, "Certificates" with three certificate thumbnails and a plus sign, and "Leaderboard" with a plus sign. Below these is a "Course Progress" section with a link to "Show Completed Courses". Two course entries are listed: "HIPAA - Essential" and "Uses and Disclosures of PHI - Essential", both with "Assigned" status and "Progress: 0%".

Training Statistics

76 Trainees

3 Active Courses

228 Courses Currently
Assigned

150 Courses Currently
Completed

Overall
Completion
Rate:
65.8%

Audit Report

Summary

The Risk Assessments (per the relevant regulations), along Our Audit process, per the protocol published by the Department of Human and Health Service (“HHS”) and the Office for Civil Rights (“OCR”), breaks the analysis down into 3 sections:

- Security
- Privacy, and
- Breach

Each of these sections may be further divided into Administrative, Technical and Physical safeguards. The table below presents the summary of our findings:

Security

Specification	Residual Risk	Audit Protocol	Overall Risk Score	Date for Review
§164.306 - General Rules	Low	Complete	Low	Q4 2024
§164.308 - Administrative Safeguards	Low	Complete	Low	Q4 2024
§164.310 - Physical Safeguards	Low	Complete	Low	Q3 2024
§164.312 - Technical Safeguards	Low	Incomplete	Moderate	Q3 2023
§164.314 - Organizational Requirements	Low	Complete	Low	Q4 2024
§164.316 - Documentation Requirement	Low	Complete	Low	Q4 2024
§164.400 - HITECH Specifications	Low	Incomplete	Moderate	Q3 2023

Privacy

	Residual Risk	Audit Protocol	Overall Risk Score	Date for Review
§164.502 - Uses and Disclosures, General Rules	Low	Complete	Low	Q4 2024
§164.504 - Uses and Disclosures, Organizational Requirements	Low	Complete	Low	Q4 2024
§164.508 - Uses and Disclosures, Authorizations	Low	Complete	Low	Q4 2024
§164.512 - Uses and Disclosures, Consent	Low	Complete	Low	Q4 2024
§164.514 - Other Requirements Related to Uses and Disclosures of Protected Health Information	Low	Complete	Low	Q4 2024
§164.522 - Rights to Request & Privacy Protection	Low	Complete	Low	Q4 2024
§164.524 - Access of Individuals to Protected Health Information	Low	Complete	Low	Q1 2024
§164.526 - Amendment of Protected Health Information	Low	Complete	Low	Q1 2024
§164.528 - Accounting of Disclosures of Protected Health Information	Low	Complete	Low	Q4 2024
§164.530 - Administrative Requirements	Low	Complete	Low	Q2 2024

Breach	Residual Risk	Audit Protocol	Overall Risk Score	Date for Review
§164.414 - Administrative Requirements	Low	Complete	Low	Q1 2024
§164.530 - Training	Low	Incomplete	Moderate	Q4 2023
§164.530 - Complaints	Low	Complete	Low	Q1 2024
§164.530 - Sanctions	Low	Complete	Low	Q3 2024
§164.530 - Refraining from Retaliatory Acts	Low	Complete	Low	Q3 2024
§164.530 - Waiver of Rights	Low	Complete	Low	Q1 2024
§164.530 - Policies and Procedures	Low	Complete	Low	Q1 2024
§164.530 - Documentation	Low	Complete	Low	Q1 2024
§164.402 - Definitions: Breach	Low	Complete	Low	Q1 2024
§164.404 - Notice to Individuals	Low	Complete	Low	Q2 2024
§164.404 - Timeliness of Notification	Low	Complete	Low	Q2 2024
§164.404 - Content of Notification	Low	Complete	Low	Q2 2024
§164.404 - Methods of Notification	Low	Complete	Low	Q2 2024
§164.406 - Notification	Low	Complete	Low	Q2 2024
§164.410 - Notification by a Business Associate	Low	Complete	Low	Q2 2024
§164.412 - Law Enforcement Delay	Low	Complete	Low	Q2 2024
§164.414 - Burden of Proof	Low	Complete	Low	Q2 2024

Material Delivered

- Certificate of Attestation
- Letter of the County's Compliance to the HIPAA Regulations
- Audit Report



time to renew

Current Service -
HIPAA Select

Renewal Date - December 27, 2023

Renewal Amount - \$11,061.00

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COMPLIANCE SOLUTIONS

Indemnification Program

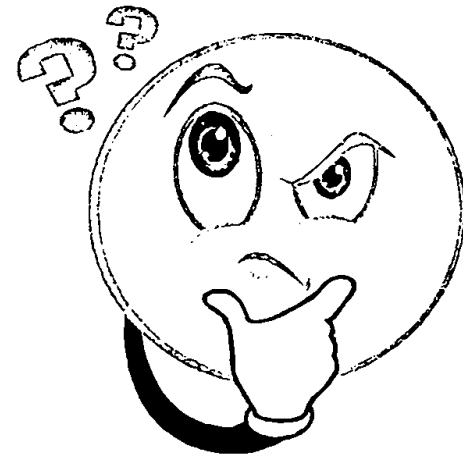
- We are now indemnifying our clients for up to \$100,000 in federal fines and penalties that may be assessed when a breach occurs.
- To keep the indemnification in force you must complete all of the items on the compliance checklist. Your current service of HIPAA Select, meets all of the requirements as long as the HIPAA training completion rate for the organization personnel remains above 80%, incidents and breaches are reported to us properly, and we evaluate them to be compliant with all the relevant HIPAA regulation.

[Indemnification Agreement](#)

[Compliance Checklist](#)

Questions?

Carosh Compliance Solutions, llc
www.Carosh.com
Slathrop@Carosh.com
Support@Carosh.com
(319-750-0132)



Opinion Letter Regarding HIPAA Compliance

December 27, 2023

Board of Supervisors
Appanoose County Iowa
101 West 4th Street
Ottumwa, IA 52501

Appanoose County Board of Supervisors,

On behalf of Appanoose County, Carosh Compliance Solutions has conducted a risk assessment of your organization as required by 45 CFR §164.308(a)(1)(ii)(A) of the HIPAA and HITECH Acts, as amended. This opinion relates solely to the location(s) assessed. The Carosh Compliance Solutions assessment utilized a questionnaire and methodology aligned with the compliance requirements of the healthcare industry. Areas covered in the assessment include those areas described in the attached "Appendix A. Carosh relied on representation from the management of Appanoose County as to the accuracy and completeness of information provided in the Assessment Questionnaire. No testing was performed by Carosh to validate the information provided to us by Appanoose County.

Carosh Assessments allow Appanoose County to realize the benefits of aligning with best practices and leveraging the NIST 800-30 *Risk Management Guide*, COBIT, HITECH and HIPAA regulations. Compliance is designed to occur along an incremental path towards compliance and an ongoing Risk Management process. Appanoose County is actively moving along the HIPAA and HITECH compliance path in a measured way, realizing the benefits of a common means to assess security controls and communicate compliance.

Relying on information published by the Department of Human and Health Services ("HHS"), Appanoose County meets the requirements under 45 CFR §164.308(a)(1), including the requirement to "Implement security measures sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level to comply with 45 CFR §164.306(a)."

Further relying on statements published by HHS, Appanoose County's risk management process may be used to drive the timeline for the implementation of security updates and correction of security deficiencies. To realize HIPAA compliance, Appanoose County need not attest that a specific security update has been implemented or a specific security deficiency has been corrected by the date of this letter, as the timing of security updates and deficiency corrections is driven by the Appanoose County's risk management process.

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Thank you for this opportunity to assist Appanoose County in pursuing HIPAA and HITECH compliance and its overall Risk Management effort. Please do not hesitate to contact Carosh Compliance Solutions, LLC, directly at Compliance@Carosh.com, or (877) 778-1816, should you have any questions or comments.

Congratulations on engaging in this process, giving your clientele confidence in the security and privacy of their protected health information.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Shindell".

Roger Shindell, MS, CHPS, CISA, CIPM
Founder & CEO

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Appendix A

Security

- §164.306 - General Rules
- §164.308 - Administrative Safeguards
- §164.310 - Physical Safeguards
- §164.312 - Technical Safeguards §164.314 - Organizational Requirements
- §164.316 - Policies and Procedures and Documentation Requirement
- §164.400 - HITECH Specifications

Privacy

- §164.502 - Uses and Disclosures of Protected Health Information, General Rules
- §164.504 - Uses and Disclosures of Protected Health Information - Organizational Requirements
- §164.508 - Uses and Disclosures for an Authorization is Required
- §164.512 - Uses and Disclosures for which consent, an authorization, or opportunity to agree or object is not required
- §164.514 - Other Requirements Related to Uses and Disclosures of Protected Health Information
- §164.522 - Rights to Request Privacy Protection for Protected Health Information
- §164.524 - Access of Individuals to Protected Health Information
- §164.526 - Amendment of Protected Health Information
- §164.528 - Accounting of Disclosures of Protected Health Information
- §164.530 - Administrative Requirements

Additional Areas

- Preventing Health Care Fraud and Abuse
- Impact of the Use of Mobile Devices on HIPAA Compliance
- Impact of Social Media on HIPAA Security
- Business Associate and Sub-Contractor Relationships

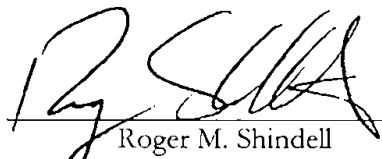
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CERTIFICATE OF ATTESTATION

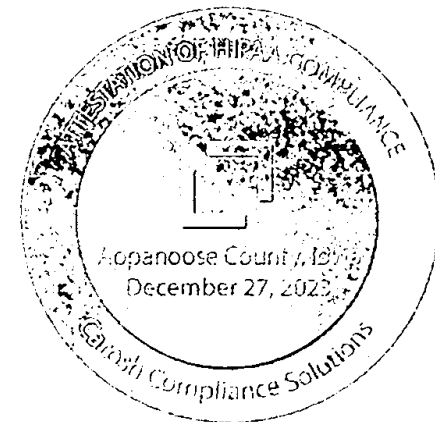
THIS CERTIFIES THAT

Appanoose County, Iowa

Has successfully attested to the satisfaction of
Carosh Compliance Solutions, LLC,
To all the requirements and regulations under the
Health Insurance Portability and Accountability Act of 1996, as amended.
This 27th day of December, 2023.



Roger M. Shindell
President and CEO



Status Report Regarding HIPAA Privacy & Security Program

December 4, 2023

Board of Supervisors
Appanoose County Iowa
201 North 12th
Centerville, IA 52544

Appanoose County Board of Supervisors,

On behalf of Appanoose County, Carosh Compliance Solutions has conducted both a risk, and privacy assessment of your organization as required by 45 CFR §164.308(a)(1)(ii)(A) of the HIPAA and HITECH Acts, as amended. The regulations require that these risk assessments be updated on a periodic (annual) basis. Additionally, the Regulations provide for an audit of an entity's privacy and security programs either under a breach investigation and/or the Agency's random audit program.

Carosh's protocol is to provide for an update of the County's privacy and security program while conducting an audit of the programs.

Carosh's protocol allows Appanoose County to realize the benefits of aligning with best practices and leveraging the NIST 800-30 *Risk Management Guide*, COBIT, HITECH and HIPAA regulations. Compliance is designed to occur along an incremental path towards compliance and an ongoing Risk Management process. Appanoose County is actively moving along the HIPAA and HITECH compliance path in a measured way, realizing the benefits of a common means to assess security controls and communicate compliance.

Relying on information published by the Department of Human and Health Services ("HHS"), Appanoose County meets both the requirements under 45 CFR §164.308(a)(1), including the requirement to "Implement security measures sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level to comply with 45 CFR §164.306(a)" and its published audit protocol, published and updated July 2018. "The audit protocol is organized by Rule and regulatory provision and addresses separately the elements of privacy, security, and breach notification."

Details of the items covered in the audit are presented below.

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Summary

The Risk Assessments (per the relevant regulations), along Our Audit process, per the protocol published by the Department of Human and Health Service (“HHS”) and the Office for Civil Rights (“OCR”), breaks the analysis down into 3 sections:

- Security
- Privacy, and
- Breach

Each of these sections may be further divided into Administrative, Technical and Physical safeguards. The table below presents the summary of our findings:

Security

Specification	Residual Risk	Audit Protocol	Overall Risk Score	Date for Review
§164.306 - General Rules	Low	Complete	Low	Q4 2024
§164.308 - Administrative Safeguards	Low	Complete	Low	Q4 2024
§164.310 - Physical Safeguards	Low	Complete	Low	Q3 2024
§164.312 - Technical Safeguards	Low	Incomplete	Moderate	Q3 2023
§164.314 - Organizational Requirements	Low	Complete	Low	Q4 2024
§164.316 - Documentation Requirement	Low	Complete	Low	Q4 2024
§164.400 - HITECH Specifications	Low	Incomplete	Moderate	Q3 2023

Privacy

Specification	Residual Risk	Audit Protocol	Overall Risk Score	Date for Review
§164.502 - Uses and Disclosures, General Rules	Low	Complete	Low	Q4 2024
§164.504 - Uses and Disclosures, Organizational Requirements	Low	Complete	Low	Q4 2024
§164.508 - Uses and Disclosures, Authorizations	Low	Complete	Low	Q4 2024
§164.512 - Uses and Disclosures, Consent	Low	Complete	Low	Q4 2024
§164.514 - Other Requirements Related to Uses and Disclosures of Protected Health Information	Low	Complete	Low	Q4 2024
§164.522 - Rights to Request & Privacy Protection	Low	Complete	Low	Q4 2024
§164.524 - Access of Individuals to Protected Health Information	Low	Complete	Low	Q1 2024
§164.526 - Amendment of Protected Health Information	Low	Complete	Low	Q1 2024
§164.528 - Accounting of Disclosures of Protected Health Information	Low	Complete	Low	Q4 2024
§164.530 - Administrative Requirements	Low	Complete	Low	Q2 2024

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Breach

	Residual Risk	Audit Protocol	Overall Risk Score	Date for Review
§164.414 - Administrative Requirements	Low	Complete	Low	Q1 2024
§164.530 - Training	Low	Incomplete	Moderate	Q4 2023
§164.530 - Complaints	Low	Complete	Low	Q1 2024
§164.530 - Sanctions	Low	Complete	Low	Q3 2024
§164.530 - Refraining from Retaliatory Acts	Low	Complete	Low	Q3 2024
§164.530 - Waiver of Rights	Low	Complete	Low	Q1 2024
§164.530 - Policies and Procedures	Low	Complete	Low	Q1 2024
§164.530 - Documentation	Low	Complete	Low	Q1 2024
§164.402 - Definitions: Breach	Low	Complete	Low	Q1 2024
§164.404 - Notice to Individuals	Low	Complete	Low	Q2 2024
§164.404 - Timeliness of Notification	Low	Complete	Low	Q2 2024
§164.404 - Content of Notification	Low	Complete	Low	Q2 2024
§164.404 - Methods of Notification	Low	Complete	Low	Q2 2024
§164.406 - Notification	Low	Complete	Low	Q2 2024
§164.410 - Notification by a Business Associate	Low	Complete	Low	Q2 2024
§164.412 - Law Enforcement Delay	Low	Complete	Low	Q2 2024
§164.414 - Burden of Proof	Low	Complete	Low	Q2 2024

Discussion:

At this point, the County is well positioned to undergo a breach investigation or an independent audit. 3 out of 37 areas of interest need additional attention to completely minimize the risk to the County. Fully, 92% of the items to validate with an audit have been completed. This compares to recent numbers published by OCR, indicating less than 15% of organizations audited are unprepared to survive an audit.^{1,2}

Residual Risk for all items were deemed to be low. The County was able to achieve this classification with the initial adaption of the HIPAA Master Manual³. The County has been more focused on training on the policies and procedures contained in the manual, demonstrating a completion rate of 65.8%. We believe the County should attain at least an 80% completion rate with their training to maintain an acceptable level of risk. While 8% of the reviewed items were classified as “Incomplete” this designation identifies those items that need additional work to move to the Complete category. While the items in the “Incomplete” category results in a “Moderate” risk score, the County’s ability to demonstrate progress through the audit and update of the risk assessments (and associated remediation plans) will protect it from liability from a breach investigation and/or random audit.

¹ <https://www.hhs.gov/hipaa/for-professionals/index.html>

² <https://cynergistek.com/blog/ocr-desk-audits-preliminary-results/>

³ The Master Manual was initially approved October 2018, as updated

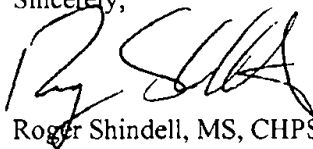
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Moving forward during 2023 and 2024, Carosh will be focusing on two items, i) working on the audit items in the “Incomplete” category, ii) updating the risk assessments, and audit protocols within each of the County’s departments.

Thank you for this opportunity to assist Appanoose County in pursuing HIPAA and HITECH compliance and its overall Risk Management effort. Please do not hesitate to contact Carosh Compliance Solutions, LLC, directly at Compliance@Carosh.com, or (877) 778-1816, should you have any questions or comments.

Congratulations on engaging in this process, giving your clientele confidence in the security and privacy of their protected health information.

Sincerely,



Roger Shindell, MS, CHPS, CISA, CIPM
President & CEO

December 4, 2023

Board of Supervisors
Appanoose County Iowa
201 North 12th
Centerville, IA 52544

Dear Madam and Sirs,

Per the "Evergreen clause" in our original engagement letter dated December 21, 2015 between Carosh Compliance Solutions and Appanoose County, it is time to discuss the renewing of our agreement for this coming year. Please note, to account for periodic delays in getting a project started, we date our renewals not from the date of the original engagement letter, but rather the date of the initial "kick-off" meeting. Your renewal date is December 27.

To date, and with the cooperation of your team, we have:

1. Conducted both the Security and Privacy Risk Assessments for the County,
2. Created and have approved the two Remediation Plans,
3. Assessed the level of HIPAA compliance of each of the departments who are a part of the County,
4. Completed the Final Master Manual and had it approved by the Board of Supervisors,
5. Conducted training for personnel in the County,
6. Released a new on-line training report, and a comparative training report,
7. Generate our opinion letter, along with related materials, attesting to the County's compliance with the HIPAA and HITECH regulations,
8. Launched new training platform,
9. Begun to identify who are the County's business associates and assessed each's compliance with the HIPAA Regulations, and
10. Continued the internal audit and monitoring program.

Moving into this next year, the tasks to accomplish would focus around:

1. Review and update the Security and Privacy Risk Assessment, for both the County and for each department within the County.
2. Review and update the related Remediation Plans, for the both the County, and for each department within the County,
3. Update, as needed, the HIPAA Policies and Procedures manual,

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4. Generate our opinion letter, along with related materials, attesting to the County's compliance with the HIPAA and HITECH regulations,
5. Continue to conduct training for personnel in the County,
6. Continue the internal audit and monitoring program, and
7. Provide ongoing support (both general support and the evaluation of security incidents and managing and reporting breaches and other regulatory investigations).

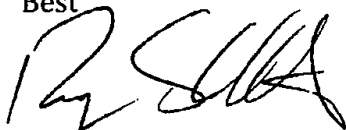
Your renewal amount will remain the same as 2022-2023.

HIPAA Select Consulting Service	8,521.00
HIPAA Suite (3-seat license)	1,690.00
On-Demand Training	850.00
HIPAA Select Total	\$11,061.00

To continue our work together, please acknowledge the receipt of and the agreement to this letter and process the attached invoice. Alternatively, if you would like to discuss the project at any time, and/or our continued work, some alternate programs we have put in place, please contact me to schedule a time to meet.

We look forward to continuing our work with you.

Best



Roger Shindell, M.S., CHPS, CISA, CIPM
President & CEO
Carosh Compliance Solutions, llc

AGREED TO AND ACCEPTED THIS ____ DAY OF _____, 2023.

For: Appanoose County, Iowa

By:

Name: _____

Title: _____

Signature: _____

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Carosh Compliance Solutions, LLC
10769 Broadway, Suite 106
Crown Point, IN 46307
(877) 778-1816
accounting@carosh.com



BILL TO
Kelly Howard
Appanoose County Iowa
201 N. 12th Street
Room 11
Centerville, IA 52544
United States

INVOICE 20221170

DATE 12/04/2023 TERMS Due on receipt

DUE DATE 12/27/2023

ACTIVITY	AMOUNT
HIPAA Select HIPAA Select Program 12/27/2023-12/26/2024	8,521.00
HIPAA Suite 12 month, 3 seat license to HIPAA Suite	1,690.00
HIPAA Training Web-Based HIPAA Training	850.00

Thank you for your business. We look forward to a long and mutually beneficial relationship as your trusted HIPAA Advisor.

Roger Shindell, MS, CHPS, CISA, CIPM
President & CEO

TIN: 27-1716702

TOTAL DUE \$11,061.00

INDEMNITY AGREEMENT

This Indemnity Agreement (this "Agreement") is entered into as of December 27, 2023 (the "Effective Date"), by and between Carosh Media and Marketing llc dba Carosh Compliance Solutions llc, an Indiana limited liability company having a primary place of business at 10769 Broadway, Suite 106, Crown Point, IN 46307 ("Indemnitor") and Appanoose County Iowa, ("Indemnitee") having a primary place of business at 201 N. 12th Street, Centerville, IA 52544.

WHEREAS:

- A. The Indemnitee has engaged the services of the Indemnitor, who is a consultant; and
- B. The Indemnitee has agreed to maintain their HIPAA Compliance as provided by but not limited to Appendix A of this agreement; and
- C. In consideration of other good and valuable consideration received, the Indemnitor has agreed to indemnify the Indemnitee for fines and penalties assessed by the U.S. Department of Health & Human Services (HHS) and/or the Office for Civil Rights (OCR) related to a HIPAA breach, and which have been or may be sustained by the Indemnitee as a result of being an active client of Carosh.

IN WITNESS THEREFORE that in consideration of the premises and subject to the conditions hereunder and in consideration of the fact that the Indemnitee is an active client of Carosh and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Indemnitor), the parties agree as follows:

1. General Indemnity. Subject to section 4 hereof, the Indemnitor agrees to indemnify and save the Indemnitee harmless from and against:

(a) fines and penalties assessed by the U.S. Department of Health & Human Services (HHS) and/or the Office for Civil Rights (OCR) related to a HIPAA breach that arise while an active client of Carosh and howsoever arising and whether arising in law or in equity or under statute, regulation or governmental ordinance of any jurisdiction, common law, and whether incurred alone or jointly with others, which the Indemnitee may suffer, sustain, incur or be required to pay arising out of, in connection with or incidental to any action, suit, demand, proceeding, investigation or claim which may be brought, commenced, made, prosecuted or threatened against the Indemnitee (any of the same hereinafter being referred to as a "Claim") for or in respect of any act, deed, matter or thing done, made, permitted or in respect of any omission to do, make or permit any act, deed, matter or thing whatsoever required or desirable to do;

(b) fines and penalties assessed by the U.S. Department of Health & Human Services (HHS) and/or the Office for Civil Rights (OCR) related to a HIPAA breach which the Indemnitee may suffer, sustain or incur or be required, to be paid to satisfy any judgment made, or fine imposed against the Indemnitee in respect of any indemnity under this Agreement;

(c) that to the extent not satisfied, paid or reimbursed by the Indemnitor, the Indemnitor shall pay or reimburse the Indemnitee a maximum of \$100,000.00 for fines and penalties assessed at the federal level that the Indemnitee sustains, incurs or is required to pay in or in relation to the management, operations, activities or affairs of the Indemnitor in the Indemnitee's capacity as a director and/or officer of the Indemnitor, whether or not incurred in connection with any Claim.

2. Specific Indemnity for Statutory Obligations. Without limiting the generality of the provisions of section 1 hereof and subject to section 4 hereof, the Indemnitor agrees to indemnify and save the Indemnitee harmless from fines and penalties assessed at the federal level arising by operation of statute and incurred by the Indemnitee up to a maximum amount of \$100,000.00.

3. Exclusion of Liability. Subject to section 4 hereof, the Indemnitee, in his capacity as an active client of Carosh, shall not be liable for:

- (a) any act, default, omission, or neglect of any other client, employee, director or officer of the Indemnitor;
- (b) any loss or damages incurred by the Indemnitor owing to any receipt or act of any consultant, employee, director or officer of the Indemnitor in which the Indemnitee has concurred or joined in for conformity;
- (c) any loss or damages incurred by the Indemnitor through the insufficiency or deficiency of title to any property acquired by order of the board of directors or the officers of the Indemnitor for or on behalf of the Indemnitor;
- (d) the insufficiency or deficiency of any security in or upon which any money of the Indemnitor shall be invested or loaned;
- (e) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any money, security or effect of the Indemnitor shall be deposited;
- (f) any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any money, security or other asset belonging to the Indemnitor;
- (g) any loss or damage occasioned by any error of judgment or oversight on the part of the Indemnitee; or
- (h) any other loss, damage or misfortune whatsoever.

4. Limitation of Indemnity and Exclusion from Liability. The indemnity provided for in sections 1 and 2 will only be effective if the client:

- (a) acted honestly and in good faith with a view to the best interests of the company where they are working.

5. Court Applications. The Indemnitor represents and warrants that it will in a timely manner take all necessary steps, including without limitation any and all necessary court applications, to discharge its obligations under this Agreement.

6. Extensions, Modifications. Except as otherwise provided herein, this Agreement is absolute and unconditional and the obligations of the Indemnitor shall not be affected, discharged, impaired, mitigated or released by any extension of time, indulgence or modification which the Indemnitee may extend or make with any person making any Claim or demand against the Indemnitee in connection with his duty as a director and/or officer of the Indemnitor or in respect of any liability incurred by him as a director and/or officer of the Indemnitor.

7. Other Rights and Remedies. The indemnification provided by this Agreement shall not be deemed to derogate from or exclude any other rights to which the Indemnitee may be entitled under any provision of any statute or otherwise at law.

8. Insolvency. The liability of the Indemnitor under this Agreement shall not be affected, discharged, impaired, mitigated or released by reason of the discharge or release of the Indemnitee in any bankruptcy, insolvency, receivership, or other proceedings of creditors.

9. Multiple Proceedings. No action or proceeding brought or instituted under this Agreement and no recovery pursuant thereto shall be a bar or defense to any further action or proceeding which may be brought under this Agreement.

10. Modification. No modification of this Agreement shall be valid unless the same shall be in writing and signed by the Indemnitor and the Indemnitee, provided however that if the Indemnitee is requested to or agrees to act as a director and/or officer of any subsidiary of the Indemnitor, the indemnity provided for herein shall be deemed to apply to the Indemnitee acting as such, mutatis mutandis.

11. Procedure for Claims.

(1) In the event the Indemnitee is named as a party in any action, claim, suit, proceeding or investigation upon which the Indemnitee intends to base a claim for indemnification hereunder, the Indemnitee shall give the Indemnitor prompt written notice of such action, claim, suit, proceeding or investigation (provided, however, that failure of the Indemnitee to provide such notice shall not relieve the Indemnitor of any liability to the Indemnitee the Indemnitor may have under this Agreement except to the extent that the Indemnitor is materially prejudiced by such failure).

(2) The Indemnitor shall participate in and assume the defense of any such action, including for certainty any derivative action, claim, suit, proceeding or investigation all at the Indemnitor's expense provided, however, that counsel retained by the Indemnitor shall be satisfactory to the Indemnitee in the exercise of his reasonable judgement. Notwithstanding the Indemnitor's assumption of the defense of such action, claim, suit, proceeding or investigation, the Indemnitee shall have the right to employ separate counsel and to participate in, but not control, the defense of such action, claim, suit, proceeding or investigation the defendants, respondents or other parties in any such action, claim, suit, proceeding or investigation include both the Indemnitee on the one hand and the Indemnitor on the other hand, and the Indemnitee has reasonably concluded that representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them (in which

case the Indemnitor shall not have the right to direct the defense of such action, claim, suit, proceeding or investigation on behalf of the Indemnitee); if the Indemnitee employs separate counsel in the exercise of the Indemnitee's reasonable judgment to represent him, within a reasonable time after notice of the institution of such action, proceeding or investigation, this will be done at the Indemnitee's expense.

(3) The Indemnitee shall cooperate with the Indemnitor in the Indemnitor's defense by providing such information and other assistance which the Indemnitor may reasonably request in connection with such defense.

(4) The Indemnitor shall not, without the Indemnitee's prior written consent; settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit or proceeding in respect of which indemnification may be sought hereunder (whether or not the Indemnitee is a party thereto) unless such settlement, compromise, consent or termination includes a release of the Indemnitee from any liabilities arising out of such action, claim, suit or proceeding. The Indemnitee shall not, without the Indemnitor's prior written consent; admit liability, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding referred to in the preceding paragraph and the Indemnitee shall not disclose the existence of this Agreement unless required by law, subpoena, court order or upon the advice of counsel.

12. Resignation. Nothing in this Agreement shall prevent the Indemnitee from resigning as a director and/or officer of the Indemnitor or from exercising any rights he may have to terminate any consulting, management, or other agreement he may have with the Indemnitor.

13. Termination. The obligations of the Indemnitor shall not terminate or be released upon the Indemnitee ceasing to act as a director and/or officer of the Indemnitor at any time or times and such obligations shall survive the termination or resignation of the Indemnitee. The Indemnitor's obligations may be terminated or released only by a written instrument executed by the Indemnitee.

15. Advances. In any case in which the Indemnitee incurs or becomes liable to pay any amount in respect of which he is entitled to be indemnified by the Indemnitor pursuant to the provisions of this Agreement, the Indemnitor shall advance such amount to the Indemnitee forthwith upon written demand therefor by the Indemnitee to the Indemnitor.

16. Notices. Any notice to be given by one party to the other shall be sufficient if delivered by hand, or sent by means of electronic transmission (in which case any message so transmitted shall be immediately confirmed in writing and mailed as provided above), addressed, as the case may be:

(a) To the Indemnitor:

Carosh Compliance Solutions, llc
10769 Broadway #106
Crown Point, IN 46307
rshindel@carosh.com

(b) To the Indemnitee:

Appanoose County, Iowa
201 North 12th
Centerville, IA 52544
ldemry@appanoosecounty.net

or at such other address of which notice is given by the parties pursuant to the provisions of this section. Such notice shall be deemed to have been received when delivered, if delivered, and if mailed, on the fifth business day (exclusive of Saturdays, Sundays and statutory holidays) after the date of mailing. Any notice sent by means of electronic transmission shall be deemed to have been given and received on the day it is transmitted, provided that if such day is not a business day, then the notice shall be deemed to have been given and received on the next business day following. In case of an interruption of the postal service, all notices or other communications shall be delivered or sent by means of electronic transmission as provided above, except that it shall not be necessary to confirm in writing and mail any notice electronically transmitted.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Indiana and all disputes arising under this Agreement shall be referred to and the parties hereto irrevocably attorn to the jurisdiction of the courts of the state of Indiana.

18. Other Acts. The Indemnitor and the Indemnitee agree that they shall do all such further acts, deeds or things and execute and deliver all such further documents, instruments or certificates as may be necessary or advisable for the purpose of assuring and confirming unto the Indemnitee the rights hereby created or intended, and of giving effect to and carrying out the intention or facilitating the performance of the terms of this Agreement.

19. Interpretation. Wherever the singular or masculine are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or body politic or corporate and whenever the plural is used throughout this Agreement the same shall be construed as meaning the singular, where the context or the parties hereto so require, and the liabilities and obligations of the Indemnitor hereunder shall be joint as well as several.

20. Invalid Terms Severable. If any term, clause or provision of this Agreement shall be held invalid or contrary to law, the validity of any other term, clause or provision shall not be affected and such invalid term, clause or provision shall be considered severable.

21. Entire Agreement. This Agreement shall supersede and replace any and all prior agreements between the parties hereto respecting the matters set forth herein and shall constitute the entire agreement between the parties in respect of the matters set forth herein. There are no representations, warranties, collateral agreements, or conditions except as set forth herein.

22. Binding Effect. All of the agreements, conditions and terms of this Agreement shall extend to and be binding upon the Indemnitor and their administrators and other legal representatives, successors and assigns and shall inure to the benefit of and may be enforced by the Indemnitee and his administrators and other legal representatives, successors and assigns.

23. Independent Legal Advice. The Indemnitee acknowledges that it has been advised by the Indemnitor to obtain independent legal advice with respect to entering into this Agreement, that they have obtained such independent legal advice or have expressly waived such advice, and that they are entering into this Agreement with full knowledge of the contents hereof, of their own free will and with full capacity and authority to do so.

24. Power and Authority of Indemnitor. The Indemnitor represents and warrants to the Indemnitee that this Agreement when duly and validly executed and delivered by the Indemnitor will constitute a legal, valid and binding obligation of the Indemnitor enforceable against the Indemnitor in accordance with the terms hereof and that the Indemnitor, if a corporation, is duly incorporated and organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, has the necessary corporate power, capacity and authority to enter into this Agreement and perform its obligations hereunder and that the execution and delivery of this Agreement by the Indemnitor has been duly and properly authorized by all necessary corporate action.

25. Counterparts. This Agreement may be signed in counterparts, in writing or by electronic facsimile transmission or by other means of electronic communication capable of producing a printed copy, each of which will be deemed to be an original and all such counterparts together will constitute one and the same instrument and notwithstanding the date of execution, will be deemed to be effective as of the date set forth above.

IN WITNESS WHEREOF the Indemnitor and the Indemnitee have hereunto set their hands and seals as of the day and year first above written.

Indemnitee:
APPANOOSE COUNTY, IOWA

Indemnitor:
CAROSH MEDIA & MARKETING, LLC

By:
Signature: _____

By:
Signature:  _____

Name: _____

Name: Roger Shindell, M.S., CHPS, CISA CIPM

Title: _____

Title: President & CEO

Date: _____

Date: December 27, 2023

Compliance Checklist

To maintain Indemnification the organization is required to keep all items on this checklist up to date.

- 1) Security Risk Assessment:
 - a) Conducted annually (at a minimum)
 - b) Whenever a material change to the operation has occurred¹
 - c) Whenever a security incident has occurred¹

- 2) Security Remediation Plan:
 - a) Created annually (at a minimum)
 - b) Whenever a material change to the operation has occurred¹
 - c) Whenever a security incident has occurred¹

- 3) Privacy Risk Assessment:
 - a) Conducted annually (at a minimum)
 - b) Whenever a security incident has occurred¹

- 4) Privacy Remediation Plan:
 - a) Created annually (at a minimum)
 - b) Whenever a privacy incident has occurred¹

- 5) Review of Policies and Procedures
 - a) Conducted annually (at a minimum)
 - b) Whenever a material change to the operation has occurred¹
 - c) Whenever a privacy or security incident has occurred¹

- 6) Evaluate and log all privacy and security incidents

- 7) Self-report all breaches as required per the Regulations

- 8) Review all system usage logs² on at least a quarterly basis

¹ Limited to the affected areas

² System access to all networks and data flows across routers and switches. See Appendix "B".

- 9) Conduct quarterly trainings on organization specific policies
 - a) Achieve a compliance rate of 80% or greater

- 10) Conduct network vulnerability scans
 - a) For 10 or less endpoints, at least annually³
 - b) If the organization stores all information on the cloud, the scans should be completed by the organizations business associate. The business associate should provide the organization with documentation

- 11) Business Associate Management
 - a) Execute valid business associate agreements with all business associates
 - b) Conduct an assessment⁴ of each business associate for compliance with the required HIPAA regulations. For those that fail either:
 - i) Terminate relationship, or
 - ii) If the business associate provides a service that cannot be duplicated, implement additional safeguards, and document the reasons the relationship must be continued, and the additional safeguards implemented

- 12) Annual Audit and Management Program
 - a) Conducted annually
 - b) Conduct using the protocol developed by Office for Civil Rights (OCR) in their random audit program

³ For more than 10 endpoints, a random sample can be conducted at least quarterly

⁴ The organization has been provided with Carosh's HIPAA Diagnostic[®] to utilize when assessing the organizations business associates for compliance

Appendix "B"
"Required" System Logs

- 1. Data Backup and storage log
- 2. Device Inventory
- 3. New Employee onboarding process for IT – (Checklist that you go through when onboarding people to include #6)
- 4. Employee Exit Process for IT – (What is the process of notification and all the things you need to do beyond just deactivating the account. Keys, equipment, etc.)
- 5. IT Asset life cycle process
- 6. User Account creation process – (How are you creating accounts and what are the parameters by role)
- 7. User Account de-activation process
- 8. User log in failures log
- 9. Network map- either drawn out or screenshot
- 10. Data storage map
- 11. Backup restore log and validation that restore and backup was successful-
- 12. Drive destruction log
- 13. Network traffic log
- 14. Facility repair and maintenance logs - (Any repair or maintenance around security. Swipe Badges issued, key fobs, keys, physical security maintenance. This may not be handled solely by the IT department)
- 15. Business Associate Listing
- 16. Backup Policy
- 17. Sample firewall logs
- 18. Samples of security emails or other security reminders
- 19. Sample vulnerability scan
- 20. Copy of Backup Audit log – periodic checks to ensure backups work

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**Data Grant Agreement
Concerning
the Granted Use of Geographic Information System Data**

This Data Grant Agreement is entered into this 13th day of November, 2023 by and between Appanoose County AND

Lower One Call (Hereinafter referred to as Grantee)
(Print or Type Grantee Name)

4504 N. Brady St. Suite C Davenport IA, 52806
(Print or Type Grantee Address)

Austin Selvig 563-884-7763
(Print or Type Grantee Contact Person) (Print or Type Grantee Telephone Number)

Project Name and Description: Base Map Update 2023
requesting parcel poly, address point and road centerline
files to upload the most recent data available

The PURPOSE OF THIS DATA GRANT AGREEMENT is to specify the terms and conditions under which Appanoose County grants the use of Appanoose County Geographic Information System (GIS) data and/or digital data products to the above mentioned Grantee for the project described.

NOTE: Appanoose County GIS cadastral map data does not replace or modify land surveys, deeds, and/or other legal instruments defining, land ownership and use.

Appanoose County has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS), depicting land and cadastral data based on NAD_1983 State Plane Iowa South FIPS 1402 Feet Coordinate System.

Appanoose County agrees to grant the use of the GIS data listed on page 4 of this agreement, which have been reviewed and are suitable for this project which benefits the citizens of Appanoose County. This GIS data will be free of charge, though there may be charges based on the direct cost of materials and services to provide the data.

Grantee agrees that the GIS Data provided under this Agreement are intended for the sole use of the Grantee in support of the specific project referenced above. GIS Data is granted for the life of the project and may be enhanced, analyzed, manipulated or output by the duly authorized agents of the requesting agency or organization but only for the purposes of the specified project.

Grantee also agrees a copy of all digital data (with appropriate documentation), publications, maps, or other geographic or summary information produced by this project shall be provided to the GIS Technician.

Grantee hereby acknowledges the limitations of the Appanoose County GIS data and information contained therein and restrictions on the use of the GIS data.

Limitations of the data and information provided

1. Appanoose County is not responsible for any hardware or software needed to access and use the data and information therein.
2. The Appanoose County GIS data distributed by Appanoose County contains information from publicly available sources. Appanoose County has developed the data for internal use. All data is provided as is, with all faults, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
3. The Grantee understands and acknowledges that the data and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Appanoose County makes no warranties or a guarantee, either expressed or implied, as to the accuracy, completeness, or correctness of such data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.
4. Appanoose County shall not be subject to liability for human errors, defect or failure of machines, or any material used in connection with the machines, including but not limited to disks and energy.
5. Appanoose County shall not be subject to liability for any lost profits or consequential damages, or claims against the Grantee by Third parties. The liability of Appanoose County for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS data.
6. The entire risk as to the quality, performance and usefulness of the data rests with the Grantee.
7. The Grantee releases Appanoose County and its officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproduction of programs or data stored in or used with the Appanoose County GIS data, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising, from the use of or inability to use the Appanoose County GIS data.
8. The Grantee shall indemnify and hold harmless Appanoose County and its officers, agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising, from or connected with the use of Appanoose County GIS data.

Restrictions on use of the data and information provided

1. The Grantee understands that this is a one-time only delivery and that Appanoose County has no responsibility for updating this product or information therein.
2. This Data Grant Agreement does not constitute a transfer of any title or interest in the Appanoose County GIS data.
3. The Grantee agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Appanoose County, or the vendors furnishing said items to Appanoose County.
4. The Grantee may copy the Appanoose County GIS data granted via this agreement only for backup purposes.
5. Derived products such as graphic displays and printed tabular listings derived from Appanoose County GIS data may be used in publications and presentations, provided that credit is given to Appanoose County as the custodian of the data and credit is also given to the original source of the data if other than Appanoose County. Appanoose County also requires that in the use of this data the Grantee employ, attach or release a statement which includes the following text:
6. The Grantee shall use the GIS data exclusively for internal use and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Grantee.
7. In order to maintain data quality and consistency and to ensure notification to all parties regarding data updates, the Grantee agrees that the GIS data or portion thereof will not be licensed, assigned, released, published, transferred, sold or otherwise made available to a third party without the expressed written permission of Appanoose County. The Grantee should instead refer other governmental units, agencies, organizations, companies or individuals to Appanoose County for direct distribution of Appanoose County GIS data.
8. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Appanoose County may provide written notice of the occurrence to the Grantee, and terminate this Agreement. This Agreement shall terminate immediately following such notice by Appanoose County. The Grantee shall, within 30 days after termination of this Agreement, return all GIS Products that were exchanged through this Agreement and are in the possession of the Grantee to Appanoose County.
9. This Grant Agreement constitutes the entire agreement between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
10. This Agreement and performance hereunder shall be governed and construed by the Laws of the State of Iowa.

Appanoose County makes no claims as to the reliability of the data or the validity of any future use of this data. Appanoose County maintains an ongoing program to record and correct errors in this data that are brought to its attention.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

The GIS Products being provided via this agreement are: _____

Grantee shall pay Appanoose County a one-time fee of \$ _____ for the direct cost of materials and services as itemized on the Appanoose County GIS Data Cost Analysis sheet.

The undersigned acknowledges the terms and conditions of the Data Grant Agreement specified above and warrants to Appanoose County that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Cooperator and be bound to perform its obligations under this Agreement;

Authorizing Signature: Austin S. Selig Date 11/13/2023

Print Name: Austin Selig

Title: Database Administrator

Company or Affiliation: Tower One Cell

Appanoose County acknowledges this Data Exchange Agreement as specified above:

_____ Date _____
(Chair, Appanoose County Board of Supervisors)

To submit this form please print, complete, and mail to:
GIS Technician
1200 Hwy 2 West
Centerville, Iowa 52544

Kelly Howard

From: Hannah Wiltamuth
Sent: Monday, November 20, 2023 9:24 AM
To: Kelly Howard
Subject: Richard Brooke resignation

Hi Kelly,

Following is Richard's resignation from the board.

Thanks,
Hannah

Hannah Wiltamuth
Co-Director / Naturalist
Appanoose County Conservation Board
Ph. 641-856-8528

From: Richard Brooke <rbrooke9483@gmail.com>
Sent: Tuesday, September 12, 2023 2:16 PM
To: Hannah Wiltamuth <hwiltamuth@appanoosecounty.net>
Cc: Bruce Ellison <bruceellison25@hotmail.com>; psmessersmith <psmessersmith@gmail.com>; grandmadebra10@gmail.com <grandmadebra10@gmail.com>; Mark McGill <mmcgill@appanoosecountynet.onmicrosoft.com>; Austin Hoffman <AHoffman@appanoosecounty.net>
Subject: Re: meeting documents

Everyone, I just want to take the time to let you all know that I'm going to withdraw from the board I just don't have the time to devote to it like should. The meetings fall on the same nights as my law enforcement trainings and meeting and that's more important to me at this point!! I'm sorry if this causes any issues with the board but I don't feel like I can give it the attention it needs!! Thank you for allowing me to try it at least.

Thank you,
Richard Brooke



**Office of
APPANOOSE COUNTY SHERIFF**

**Gary D. Anderson, Sheriff
22158 Dewey Rd.
P.O. Box 474**

Centerville, Iowa 52544

Phone: 641-437-7100 Fax: 641-437-7107



November 27, 2023

Appanoose County Board of Supervisors
Appanoose County Courthouse
Centerville, Iowa 52544

Dear Appanoose County Board of Supervisors

I respectfully request the approval of Justice Finch being hired as a fulltime Jailer. Finch's effective date of employment will be December 1, 2023.

Finch will fill a current opening in the jail. Finch will start at \$20.00 per hour; he will be on probation for one year, his hourly pay increases will be submitted to the Auditor until he reaches top Jailer pay.

Sincerely;

A handwritten signature in cursive script that reads 'Gary D. Anderson'.

Gary D. Anderson, Sheriff

BOND TO INSURE AGAINST DOUBLE PAYMENT

Date: November 27, 2023

Office of Auditor, Appanoose County, Centerville, Iowa

WHEREAS, on or about the 5th day of September, 2023
there was issued from the above named office

CHECK # 56709 FUND # 01000

AMOUNT \$13,268.40 ACCOUNT # 01000 09100 610 51 19 21

PAYABLE TO Winger Contracting Company
PO Box 637
Ottumwa, IA 52501-0637

WHEREAS, the said CHECK has been lost and cannot be found, and

WHEREAS, Winger Contracting Company has requested that a duplicate be issued
therefore, and which the officer in charge of said office is about to do;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That Winger Contracting Company is held and firmly bound unto Appanoose County
and the Auditor in the sum of ~~thirteen thousand two hundred sixty-eight~~ ^{40/100} (\$13,268.40)
Dollars to make good and save to Appanoose County and the Auditor harmless from all costs
and expenses of any nature whatsoever on account of the issue and payment of said duplicate
CHECK and shall protect Appanoose County and the Auditor from any and all obligations on the
original CHECK as aforesaid issued, then this obligation shall be void and of no effect, otherwise
to remain in full force and virtue.

Signed this 28th day of November, A.D. 2023

Steven Witeich

Payee or Authorized Signer

STATE OF IOWA, COUNTY OF Wapello

This instrument was acknowledged before me on 11/28/23
(Date)

by Steven Witeich
Payee or Authorized Signer

Keeley M. Jackson
Signature of Notary Public

Accounts Receivable
Title

My Commission Expires 6/18/24

SEAL

