

**AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH IN
FOSTER CARE PLACEMENT**

This Agreement is entered into by and between Winona Area Public Schools, ISD #861 (hereinafter referred to as the District) and Winona County.

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placement in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with the child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover certain costs for such transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:
The term of this Agreement shall be in effect from July 1, 2023 – June 30, 2025.

2. EDUCATIONAL PLACEMENT DECISIONS:
Winona County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless contrary to the child's best interests. Winona County and/or representative of the school in which the child is currently enrolled will work with the Winona County foster care contact to determine, based on the child's best interest, whether the child should remain in the school of origin

or consider a transfer to the local zoned school for the child's new residence.

If Winona County is considering moving a child to a new educational placement, Winona County will have a phone consultation with the school contact prior to gathering input about the best interests of the child in relation to their school placement. Winona County and District Transition Education Services Liaison responsible for students in foster care will work collaboratively to inform this school placement decision-making process. The school will provide information about the appropriateness of the child's current educational placement. Winona County shall take into consideration this information and other best interest factors found in section three in making educational decision. The District Transition Education Services Liaison and /or a representative of the school in which the child is enrolled will be asked to participate in the meeting, either by phone or in person. Winona County will identify a point of contact from the agency to work directly with the District Transition Education Services Liaison to ensure a smooth transition.

3. BEST INTEREST FACTORS:

When considering placement the following best interest factors should be considered:

- The student's age
- The school attended by the student's siblings
- Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time
- The preferences of the student, the birth parents or prior custodians as appropriate, and the student's foster care parent(s) or current placement provider
- School stability and educational continuity
- Time remaining in the academic year
- Personal safety, attendance, academic progress and social involvement of the students in the current school
- The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the Winona County case file and student's cumulative record.

4. SERVICES

Transportation Services will be provided by the District in the following manner:

- a. Students who are able to be transported to school on an existing route:
When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. District will cover the associated costs.
- b. Students who have an IEP indicating the need for specialized transportation: If

students are residing and attending school within the District, the District will assume costs required for transporting the student to school. District will cover the associated costs.

- c. Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with Winona County to determine the best possible means of transportation. The District and Winona County will share the transportation costs identified in Section 5a.
- d. Students residing in a foster care placement outside of District boundaries, but attending a District School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with Winona County to determine the best possible means of transportation. The District and Winona County will share the transportation costs identified in Section 5a.
- e. Students placed in foster care within District and attending a non-ISD 861 Area Schools: The District will bear no financial responsibility for this student. Winona County and the School District where the student attends are expected to make arrangements for transportation and the associated costs.

5. PAYMENT FOR SERVICES:

- a. The District and Winona County agree to split the costs of the transportation described in Section 4, including but not limited to staff time and third party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the Winona County agree to each assume pay 50% of the costs.
- b. Winona County will identify a point of contact from the agency to work directly with the District Transition Education Services Liaison to ensure transportation arrangements are timely and authentic. All transportation requests are to be requested by the Winona County point of contact to be honored.
- c. Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to driver or vehicle unavailability, Winona County will be responsible for transportation of the student placed in foster care.
- d. Winona County will compensate the District for transportation provided outside of the district pursuant to this agreement at the rate billed to the district by the private transportation company. Copies of the invoices from the private transportation company will be provided to Winona County.
- e. The District will submit itemized invoices to the Winona County contact on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charges. Payment shall be made within 35 days of receipt of the invoice.

- f. In situations where transportation is being funded by Winona County, Winona County point of contact will notify the District Transition Education Services Liaison when foster care placements end.

6. DISPUTE RESOLUTION:

It is the responsibility of Winona County and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care. Winona County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

1. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
2. Upon receipt of the explanation, the decision be reviewed by the District and the child protection supervisor of Winona County Health and Human Services of Winona County. Input will be reviewed from all parties and a decision by the child protection supervisor will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a county/school Decision Making Team meeting.
3. County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and Winona County.
4. If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of Winona County. District shall be entitled to none of the rights, privileges, or benefits of Winona County employees.

8. INDEMNIFICATION:

Each Party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend the other party and the other party's officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other party and the other party's officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

10. STANDARDS:

The District and Winona County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or Winona County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

Winona Area Public Schools

DocuSigned by:
By Brad Berginski
4DF5C428767A4B2...

Title: Superintendent

Date: October 15, 2023 | 6:06 PM PDT

ATTEST:

Maureen L. Holte
County Administrator

Dated: _____

Chris M. Meyer
Board Chair

Dated: _____

Approved as to form on:

October 13, 2023 | 1:45 PM CDT

DocuSigned by:
Paul Ellison
4BD4CE3AB58E45A...
Winona County Attorney

Approved as to execution on:

Winona County Attorney

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**Agreement**”) is entered into on July 1, 2023, by and between Winona County on behalf of Health and Human Services (“**Covered Entity**”) and Winona Area Public Schools, ISD #861 (“**Business Associate**”).

RECITALS:

WHEREAS, Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the use and/or disclosure of Protected Health Information (“**PHI**”) as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164 (“**HIPAA Privacy Rules and/or Security Standards**”); and

WHEREAS, Covered Entity and Business Associate understand and agree that the HIPAA Privacy Rules and Security Standards requires the Covered Entity and Business Associate enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of PHI and ePHI.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. When used in this Agreement and capitalized, the following terms have the following meanings:

(a) “**Breach**” shall have the same meaning as the term “Breach” in 45 C.F.R. §164.402.

(b) “**Electronic Protected Health Information**” or “**ePHI**” shall mean Protected Health Information transmitted by electronic media or maintained in electronic media.

(c) “**Individual**” shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(d) “**Privacy Rule**” shall mean the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and E.

(e) “**Protected Health Information**” or “**PHI**” shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) **“Required by Law”** shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(g) **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(h) **“Security Incident”** shall mean any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or systems operations in an electronic information system.

(i) **“Security Rule”** shall mean the Standards for Security of PHI, including ePHI, as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and C.

(j) **“Unsecured Protected Health Information”** shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons using a technology or methodology specified by the Secretary.

Terms used but not defined in this Agreement shall have the same meaning as those terms in the HIPAA regulations.

2. Obligations and Activities of Business Associate Regarding PHI.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to ensure that any agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

(d) Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner designated by Covered Entity, to PHI in a Designated Record Set that is not also in Covered Entity's possession, to Covered Entity for Covered Entity to meet the requirements under 45 C.F.R. § 164.524.

(e) Business Associate agrees to make any amendment to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in a reasonable time and manner designated by Covered Entity.

(f) Business Associate agrees to make internal practices books and records relating to the use and disclosure of PHI available to the Secretary, in a reasonable time and manner as designated by the Covered Entity or Secretary, for purposes of the

Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request by the Secretary to investigate with respect to PHI received from the Covered Entity.

(g) Business Associate agrees to document any disclosures of PHI that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(h) Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (g) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(i) Business Associate agrees to use or disclose PHI pursuant to the request of Covered Entity; provided, however, that Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

3. Permitted Uses and Disclosures of PHI by Business Associate.

(a) Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if:

(i) such disclosure is Required by Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such 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 agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

(d) Business Associate shall limit the PHI to the extent practicable, to the limited data set or if needed by the Business Associate, to the minimum necessary to

accomplish the intended purpose of such use, disclosure, or request subject to exceptions set forth in the Privacy Rule.

(e) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of Covered Entity Regarding PHI.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) 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 C.F.R. § 164.522, if such restrictions affect Business Associate's permitted or required uses and disclosures.

(d) Covered Entity shall require all its employees, agents, and representatives to be appropriately informed of its legal obligations pursuant to this Agreement and the Privacy Rule and Security Standards required by HIPAA and will reasonably cooperate with Business Associate in the performance of the mutual obligations under this Agreement.

5. Security of Protected Health Information.

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of all PHI, either electronic or otherwise, on behalf of Covered Entity complies with the applicable administrative, physical, and technical safeguards required protecting the confidentiality, availability and integrity of PHI as required by the HIPAA Privacy Rules and Security Standards.

(b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality, availability and integrity of PHI as required by HIPAA Privacy Rules and Security Standards.

(c) Business Associate agrees to report to Covered Entity any Security Incident (as defined 45 C.F.R. Part 164.304) of which it becomes aware. Business Associate agrees to report the Security Incident to the Covered Entity as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) Business Associate agrees to establish procedures to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(e) Business Associate agrees to immediately notify Covered Entity upon discovery of any Breach of Unsecured Protected Health Information (as defined in 45 C.F.R. §§ 164.402 and 164.410) and provide to Covered Entity, to the extent available to Business Associate, all information required to permit Covered Entity to comply with the requirements of 45 C.F.R. Part 164 Subpart D.

(f) Covered Entity agrees and understands that the Covered Entity is independently responsible for the security of all PHI in its possession (electronic or otherwise), including all PHI that it receives from outside sources including the Business Associate.

6. Term and Termination.

(a) ***Term.*** This Agreement shall be effective as of the Effective Date and shall remain in effect until the Business Associate relationship with the Covered Entity is terminated and all PHI is returned, destroyed, or is otherwise protected as set forth in Section 6(d).

(b) ***Termination for Cause by Covered Entity.*** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within 30 days from the date that Covered Entity provides notice of such breach to Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the underlying services agreement between Covered Entity and Business Associate.

(c) ***Termination by Business Associate.*** This Agreement may be terminated by Business Associate upon 30 days prior written notice to Covered Entity in the event that Business Associate, acting in good faith, believes that the requirements of any law, legislation, consent decree, judicial action, governmental regulation or agency opinion, enacted, issued, or otherwise effective after the date of this Agreement and applicable to PHI or to this Agreement, cannot be met by Business Associate in a commercially reasonable manner and without significant additional expense.

(d) ***Effect of Termination.*** Upon termination of this Agreement for any reason, at the request of Covered Entity, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain any copies of the PHI unless return or destruction is deemed infeasible. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the

return or destruction infeasible, for so long as Business Associate maintains such PHI. For purposes of illustration only and not to limit the set of circumstances that could potentially make return or destruction infeasible, it would be infeasible for Business Associate to return or destroy certain PHI that is part of work product that must be retained for document retention/archival purposes, as well as PHI that is stored because of backup e-mail systems that store e-mails for emergency backup purposes.

7. Amendment.

The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

8. Indemnification.

Business Associate shall indemnify and hold harmless Covered Entity from and against all costs, expenses, claims, demands, causes of action, damages, attorneys' fees, and judgments that arise out of or that may be imposed upon, incurred by, or brought against Covered Entity to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Business Associate. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

Covered Entity shall indemnify and hold harmless Business Associate from and against all costs, expenses, claims, demands, causes of action, damages, attorneys' fees, and judgments that arise out of or are imposed upon, incurred by, or brought against Business Associate to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Covered Entity. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

9. Severability.

The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination will have the power to modify such provision, and such modified provision will then be enforceable to the fullest extent permitted by law.

10. Notices.

All notices, requests, consents, and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail or certified mail, return receipt requested, postage prepaid.

If to the Covered Entity:

Attn: Alyssa Passehl

Winona County

202 West Third Street

Winona, MN 55987

If to the Business Associate:

Attn: Brad Berzinski

Winona Area Public Schools, ISD #861

903 Gilmore Ave.

Winona, MN 55987

brad.berzinski@winona.k12.mn.us

11. Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the referenced section or its successor, and for which compliance is required.

12. Headings and Captions.

The headings and captions of the various subdivisions of the Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

13. Entire Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements, and communications, whether oral or written, pertaining to the subject matter hereof.

14. Binding Effect.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of both Parties and their respective successors and assigns.

15. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power, or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given and will not constitute a continuing waiver or consent.

16. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

17. Interpretation.

It is the Parties' intent to comply strictly with all applicable laws, including without limitation, HIPAA, state statutes, or regulations (collectively, the "Regulatory Laws"), in connection with this Agreement. In the event there shall be a change in the Regulatory Laws, or in the reasoned interpretation of any of the Regulatory Laws or the adoption of new federal or state legislation, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated under this Agreement or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new arrangement or basis for compensation pursuant to this Agreement that complies with the law, regulation or policy and that approximates as closely as possible the economic position of the Parties prior to the change. In addition, the Parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each one of the terms, covenants and conditions herein be binding upon and inure to the benefit of the respective Parties. To the extent this Agreement is in violation of applicable law, then the Parties agree to negotiate in good faith to amend this Agreement, to the extent possible consistent with its purposes, to conform to law.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

BUSINESS ASSOCIATE:

Winona Area Public Schools, ISD #861

DocuSigned by:
By: Brad Berzinski
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Name: Brad Berzinski

Title: Superintendent

COVERED ENTITY:

By: _____

Name: _____

Title: _____

Approved as to form on:

October 13, 2023 | 1:45 PM CDT

DocuSigned by:
Paul Ellison
4BD40E3AB58F45A
Assistant County Attorney

Approved as to execution on:

_____ Winona County Attorney