

AGREEMENT FOR RELIGIOUS CONSULTATION

WHEREAS, the County of Winnebago, d/b/a River Bluff Nursing Home, hereinafter referred to as "River Bluff Nursing Home", desires to contract for religious services and consultation for its residents; and

WHEREAS, Chaplain Clayton Bethuy, hereinafter referred to as "Religious Consultant", desires to contract with River Bluff Nursing Home to provide religious consultation and services to River Bluff Nursing Home and its residents.

NOW, THEREFORE, River Bluff Nursing Home and Religious Consultant hereby agree as follows:

1. Religious Consultant agrees to be available for a minimum of four (4) hours each week to:
 - A. conduct, or arrange to have a volunteer member of the clergy conduct, a weekly Sunday non-denominational religious service at River Bluff Nursing Home;
 - B. conduct a weekly bible study session at River Bluff Nursing Home;
 - C. meet with River Bluff Nursing Home's residents on an individual basis, as necessary, and as time permits, to help them with personal problems of a religious nature;
 - D. advise River Bluff Nursing Home's Social Service/Activity Director of any religious needs of River Bluff Nursing Home's residents and to recommend religious programs for the residents; and
 - E. assist River Bluff Nursing Home's Social Service/Activity Director in interviewing prospective religious groups for activities.
2. River Bluff Nursing Home agrees to pay Religious Consultant One Hundred and Twenty Dollars (\$120.00) per month for the religious services and consultation provided by the Religious Consultant to River Bluff Nursing Home and its residents pursuant to this Agreement.
3. **PRIVACY OF RESIDENTS' PERSONAL HEALTH INFORMATION**

For the purposes of this paragraph, the following terms shall have the following meanings:

"Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164,

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Subparts A and E.

"Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Religious Consultant from or on behalf of River Bluff Nursing Home.

"Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

- A. Religious Consultant agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- B. Religious Consultant agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- C. Religious Consultant agrees to mitigate, to the extent practicable, any harmful effect that is known to Religious Consultant of a use or disclosure of Protected Health Information by Religious Consultant in violation of the requirements of this Agreement.
- D. Religious Consultant agrees to report to River Bluff Nursing Home any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- E. Religious Consultant agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Religious Consultant on behalf of River Bluff Nursing Home, agrees to the same restrictions and conditions that apply through this Agreement to Religious Consultant with respect to such information.
- F. At the request of River Bluff Nursing Home, Religious Consultant agrees to provide access to Protected Health Information in a Designated Record Set to River Bluff Nursing Home, or, as directed by River Bluff Nursing Home, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- G. Religious Consultant agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that River Bluff Nursing Home directs or agrees to pursuant to 45 CFR 164.526 at the request of River Bluff Nursing Home or an Individual.
- H. Religious Consultant agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Religious Consultant

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on behalf of River Bluff Nursing Home, available to River Bluff Nursing Home or the Secretary of the Department of Health and Human Services (or his designee), in a timely manner or as designated by the Secretary, for purposes of the Secretary determining River Bluff Nursing Home's compliance with the Privacy Rule.


- I. Religious Consultant agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for River Bluff Nursing Home to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- J. Religious Consultant agrees to provide to River Bluff Nursing Home or an Individual, in a timely manner, information collected in accordance with this Agreement to permit River Bluff Nursing Home to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- K. Except as otherwise limited in this Agreement, Religious Consultant may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, River Bluff Nursing Home as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by River Bluff Nursing Home or the minimum necessary policies and procedures of River Bluff Nursing Home.
- L. River Bluff Nursing Home shall notify Religious Consultant of any limitation(s) in its notice of privacy practices of River Bluff Nursing Home in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Religious Consultant's use or disclosure of Protected Health Information.
- M. River Bluff Nursing Home shall notify Religious Consultant of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Religious Consultant's use or disclosure of Protected Health Information.
- N. River Bluff Nursing Home shall notify Religious Consultant of any restriction to the use or disclosure of Protected Health Information that River Bluff Nursing Home has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Religious Consultant's use or disclosure of Protected Health Information.
- O. River Bluff Nursing agrees to not request Religious Consultant to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by River Bluff Nursing Home.
- P. Upon termination of this Agreement, for any reason, Religious Consultant shall return or destroy all Protected Health Information received from

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River Bluff Nursing Home, or created or received by Religious Consultant on behalf of River Bluff Nursing Home. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Religious Consultant. Religious Consultant shall retain no copies of the Protected Health Information. The provisions of this subparagraph shall survive the termination of this Agreement.

- Q. A reference in this paragraph to a section in the Privacy Rule means the section as in effect or as amended.
- R. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for River Bluff Nursing Home to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104191.
4. This Agreement shall be effective immediately upon being executed, and shall as of that date supersede and replace any agreement previously made by and between the parties concerning the subject matter of this Agreement.
 5. This Agreement may be terminated by either party, for any reason, by giving the other party a written notice of intent to terminate, by registered or certified mail, at the respective address below at least thirty (30) days prior to the desired date of termination.
 6. The term of this Agreement shall be from the date it is fully executed by both parties through December 31, 2015. This Agreement shall be automatically renewed for successive one (1) year terms on December 31, 2015 (and on every December 31st thereafter) unless written notice to the contrary is given by either party in accordance with the provisions of Paragraph 5.
 7. Religious Consultant's relationship to River Bluff Nursing Home is that of an independent contractor.
 8. This Agreement contains all of the terms and covenants agreed to by and between the parties.

 1/28/15
Chaplain Clayton Bethuy / Date
4321 Brendenwood Road
Rockford, Illinois 61107

 1/26/15
Pamela Gentner / Date
Administrator
River Bluff Nursing Home
4401 North Main Street
Rockford, Illinois 61103