

Tuesday, December 15, 2020

10:30 AM

*or immediately following the regular board meeting*

*Meeting to be held in the County Board Room via teleconference,  
 hosted at the Historic Courthouse, 215 1st Ave S, Long Prairie, MN.*

**PUBLIC WILL NOT BE ALLOWED TO ATTEND IN PERSON.**

**MEETING WILL BE LIVE-STREAMED AT: [HTTPS://WWW.CO.TODD.MN.US](https://www.co.todd.mn.us)**

<i>Agenda Item #</i>	<i>Agenda Time:</i>
1 <b>Jail Medical Contract with CentraCare</b> <i>Sheriff Och</i>	10:30
2 <b>2020 Violation Assessment Updates</b> <i>Adam Ossefoort, SWCD/PZ Division Director</i>	10:40
3 <b>Market Value Discussion</b> <i>Chris Odden, County Assessor</i>	10:50
4 <b>2021 Board Meeting Schedule Discussion</b> <i>Denise Gaida, County Auditor-Treasurer &amp; Commissioners</i>	11:00
5 <b>2021 Commissioner Committee Assignment Discussion</b> <i>Denise Gaida, County Auditor-Treasurer &amp; Commissioners</i>	11:05
6 <b>2021 Board Protocol - Revision Proposals</b> <i>Denise Gaida, County Auditor-Treasurer &amp; Commissioners</i>	11:15

**TODD COUNTY JAIL**  
**Medical Services Agreement**

THIS AGREEMENT, by and between Todd County, a political subdivision of the State of Minnesota (the "County") and CentraCare Clinic, a Minnesota non-profit corporation (the "Provider") is made and entered into as of January 1, 2021, and provides the terms for the Agreement for the Jail Clinical Services between January 1, 2021 and December 31, 2021.

**Recitals**

- A. The County desires to establish arrangements for providing certain health and medical services to the detainees and inmates of the Todd County Jail (hereinafter, the "Jail", an adult correctional institutional facility, pursuant to Minn. Stat. 641.15 and Minn. R. 2911.5800 and other applicable laws and regulations.
- B. The Provider is a company employing provider(s) and nursing staff licensed to practice medicine under the laws of the State of Minnesota, and desires to contract with the County to provide certain health and medical services to the detainees and inmates of the Jail

NOW, THEREFORE, in consideration of the above recitals and mutual covenants and Agreements set forth below, the parties agree as follows;

**Article 1**  
**SERVICES**

**Section 1.1. Engagement.** The County hereby engages the Provider to provide health and medical services to detainees and inmates of the Jail, which at a minimum will meet the requirements of Minnesota Rules Chapter 2911, but generally meets the community standard of care, and the Provider hereby agrees to provide such services, as set forth in this.

**Section 1.2. Scope of Services to be Provided by the Provider**

**A. Medical Director:** The Provider shall deliver a Physician licensed under Minnesota Statutes section 147.01 et seq., to serve as the Jail's Medical Director. The Medical Director or qualified designee shall provide general and urgent care to detainees and inmates. The Provider shall:

- i. Supervise the medical and mental health care provided to detainees and inmates;
- ii. Make appropriate frequency of visits to the County Jail to care for inmates as demand warrants, with a minimum of one (1) clinic rounds per week for up to 2 hours;
- iii. Perform medical procedures at the Jail whenever feasible;
- iv. Prescribe medication for detainees and inmates;
- v. Assist the Jail and the Provider administration in budgeting, planning, negotiating with vendors, and preparing presentations whenever possible;

- vi. Assist in the development and review of treatment protocols, policies and procedures;
- vii. Supervise medical staff and review medical charts;
- viii. Have a licensed provider available at all times, by phone or in person, to assist medical staff or answer the Jail staff's questions regarding the medical needs of inmates;
- ix. Any in-person medical care in excess of 2 hours per week will be billed at a fee of \$100 per hour.

**B. Nursing Services:** The Provider shall provide a nursing leader and licensed registered nurses ("RNs"), as defined under Minnesota Statutes Section 148.171, Subd. 20. The RNs employed by the Provider will:

- i. Provide on-site nursing coverage which is sufficient to meet the clinical needs of the inmate population. Generally RN coverage will be provided minimally 8 hours each week in-person during the weekdays;
- ii. Conduct routine health assessments on all inmates as soon as feasibly possible upon booking of that inmate;
- iii. Provide routine nursing sick call each weekday and urgent sick call on weekends and holidays;
- iv. Conduct appropriate TB screening and lab draws for inmates;
- v. Conduct suicide and mental health screening to inmates and refer appropriate inmates to the Medical Director or qualified designee, a mental health professional, or other healthcare facility when necessary;
- vi. Be available at all times for phone consultations to assist Jail staff and answer medical questions regarding care of inmates, this may be provided by the CentraCare Connect Call Center triage RNs; and
- vii. Any nursing coverage in excess of 8 hours per week will be billed at a fee of \$49 per hour.

**C. Mental Health Services:** The provider shall provide a mental health professional who is licensed, licensed eligible, and/or working towards their license who would practice under supervision of a licensed provider and provide the following Mental Health Services. It is assumed that mental health care will be provided via virtual health services or within the jail facility if deemed appropriate by the Medical Director or qualified designee.

- i. Mental Health Screening, triage, physiological services including counseling and medication initiation and management services;
- ii. Schedule structure: services will be provided which are sufficient to meet the clinical needs of the inmate population, with a minimum of four (4) hours per week;
- iii. Contract Exceptions: The exceptions to these duties will be as follows:
  - a. Inpatient psychiatric/psychological services (i.e. hospitalizations)
  - b. Laboratory/radiology costs associated with medication and or illness management
  - c. Any medical supplies required to perform duties as above
  - d. Medication costs in treating mental health patients;
- iv. Supervision: The mental health services provided under this Agreement will be supervised by the Provider's employee who serves as the Medical Director for the Jail under the Medical Services Agreement and by the Provider's administration team; and

- v. Any mental health services in excess of four (4) hours per week will be billed at a fee of \$75 per hour.

**D. No Experimental Treatment:** Minnesota Rule 2911.6900 (2014) specifically prohibits the use of inmates for medical, pharmaceutical, or cosmetic experiments. The Provider shall not provide experimental medical services or treatment to inmates of the Jail.

**Section 1.3. Substantial Change in Inmate Census or Medical Acuity.** Both parties acknowledge that a significant increase or decrease in the total average daily inmate census may result in increased or decreased medical staff hours to address the change in workload. The average daily inmate census is between 25-35 inmates. A significant increase or decrease will be considered to have occurred if the inmate population increases or decreases an average of 30% of the average daily inmate census over a 6 month period.

The parties also acknowledge that a significant change in the medical acuity of the inmate population may also result in increased or decreased medical staff hours to address the change in workload. A significant increase or decrease in the medical acuity of the inmate population will have occurred if there is a significant, demonstrable change over an extended period of time, such as by the number of focused sick calls to the inmate population over a 6 month period.

If a significant increase or decrease in the average daily inmate census, or the medical acuity of the inmate population occurs, the parties may engage in good faith negotiations to address these changes.

**Section 1.4. Jail Administrator.** The County will designate a representative (the "Jail Administrator") who will be the principal person with whom the Provider will communicate with respect to the services provided under this Agreement.

**Section 1.5. The Provider** will establish and maintain written policies and procedures for the delivery of health care services including medical, dental, and mental health services, and will make copies of such policies and procedures available to the County upon its written request.

**Section 1.6. The Jail's Medical Director** will act as the "health authority" and "responsible physician" as defined in MN Rule 2911.0200, Subp. 60. Provider agrees to comply with all MN Rules, state law, and federal law applicable to care of correctional inmates, including but not limited to MN Rules Chapter 2911, and Minn. Stat. 144.651, the state and federal Constitutions, and the United States Marshalls Service Prisoner Health Care Standards, USMS Pub.No. 1 00 (Revised November 2007). Provider agrees to train all Provider employees on all applicable legal duties and obligations arising from MN Rules, and state and federal law. Provider shall maintain records documenting said training.

**Section 1.7. Standard of Care.** The Provider will provide all medical services in accordance with Minnesota Department of Corrections Rules Governing Adult Detention Facilities, MN Ru 1 es Chapter 2911, and all other applicable laws and rules, and consistent with the community standard of care.

**Section 1.8. Limitations; Responsibilities of the County.**

A. The Provider will not be responsible for the cost of any pharmaceuticals or medical supplies or equipment, including but not limited to:

- 1) Ambulance or other transportation services;

- 2) Special limited-use equipment;
- 3) X-rays, lab services, hospital or clinic charges;
- 4) Furniture, fixtures, equipment and utilities necessary to operate the medical department at the Jail; and
- 5) Any off-site services provided by a medical provider other than the Provider.

B. The County will provide a suitable, secure facility in which the Provider's medical staff can provide appropriate care as required by the Department of Corrections licensing practices and provide the necessary equipment and supplies to allow professional nursing care to Jail inmates.

C. The County recognizes that the acquisition of certain additional equipment and/or supplies may be necessary or desirable to enable the Provider to deliver the standard of care contemplated by this Agreement. The Provider may recommend the acquisition of such equipment and/or supplies, and will use its good faith efforts to identify cost-effective sources for such equipment and/or supplies. The County agrees to use its good faith efforts to acquire such equipment and/or supplies for use in the medical department at the Jail.

## **Article 2 PERSONNEL SERVICES**

**Section 2.1. Recruitment and Credentialing Program.** The Provider will recruit and interview candidates who are currently licensed or certified in the State of Minnesota. The Provider will interview each candidate with a special focus on technical expertise, emotional stability, and motivation. The final selection of all subcontractors will be subject to approval by the County Sheriffs Office.

A. The Provider will hire all employees necessary for the performance of this Agreement. All persons employed by the Provider will be employees of the Provider and not the County.

B. All personnel will be required to pass a background investigation conducted by the County for initial and or continued employment at the jail facility. The County reserves the right to restrict access to the jail if there is a failure to pass background checks. Additionally, all personnel performing on-site services may be required to undergo a urinalysis or blood test if there is a reasonable suspicion that they are under the influence of alcohol or other substances of abuse. Such testing shall be performed in a manner consistent with Provider's Drug and Alcohol Free Workplace and Testing Policy.

C. All screened candidates will make an on-site visit to the facility prior to employment

D. Initial and continued service of subcontractors will be subject to approval of the County. The County reserves the right to prohibit any of the Provider's independent contractors from performing service with regard to this contract.

E. All health care personnel employed by the Provider will be appropriately credentialed according to licensure, certification, and registration requirements. The Provider will forward the applicable certificates to the County upon request from the County. All medical staff will be expected to attain proper credits of continuing medical education as to keep their respective licensures/certifications active.

F. All personnel will comply with current and future state, federal, and local laws and regulations, court orders, administrative directives, institutional directives, PPACA (Patient Protection and Affordable Care Act) standards, and policies and procedures of the County and the Jail.

G. Personnel files of all subcontractors and contract employees will be on -file at the Provider's office. The files will be made available to the Jail Administrator or his designee when requested. These files will include copies of current Minnesota licenses, proof of professional certification, DEA numbers, malpractice insurance certificates, evaluations and position responsibilities.

H. The Provider will notify and consult with the Jail Administrator prior to discharging, removing, or failing to renew contracts of subcontractors.

**Section 2.2. Nondiscrimination.** The Provider and the County agree to comply with the nondiscrimination requirements of the Department of Corrections and County personnel policies. The Provider and the County agree to comply with the Federal Civil Rights Act of 1964 and the Minnesota Human Rights Act and will not (a) discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, national origin, mental and/or physical handicap, disability, marital status, membership or activity in a local human rights commission, familial status, public assistance, (b) discriminate against any employee or applicant for employment in violation of Federal, State or local laws, or (c) treat any inmate differently from any other inmate with respect to the total range of services the Provider provides or the criteria the Provider uses in determining eligibility for those services on the grounds of race, color, creed, religion, sex, sexual orientation, national origin, mental and/or physical handicap, disability, marital status, membership or activity in a local human rights commission, familial status, or public assistance.

### **Section 2.3. Training and Orientation.**

A. The Provider will provide an orientation program for its staff. The Provider will be responsible for ensuring that all new health care personnel are provided with orientation and appropriate training regarding medical practices on-site at the Jail. An outline of the orientation and in-service program will be submitted to the Jail Administrator upon his or her written request. Orientation regarding other institutional operations will be the responsibility of the jail and the County.

B. The Provider will send its staff to a security orientation program provided by the County. The Provider will be responsible for payment of staff while attending the security classes and for providing coverage in the medical unit.

C. The Provider will provide a medical library for use by the health care staff. The library will minimally include basic reference texts related to diagnosis and treatment in a primary care setting. This library may include hard copy materials and/or on-line materials/references.

D. The Provider will provide appropriate in-service education programs for its staff. Selected topics which require staff training will be identified on an ongoing basis through the Provider's continuous Quality Improvement Program.

### **Section 2.4. Staffing and Schedules.**

All hours will be spent on-site at the Jail, except as is otherwise expressly agreed to by the Jail Administrator and the Provider. Staffing work schedules may be modified upon the parties' mutual agreement.

### **Section 2.5. Security and Safety.**

A. The Provider and its personnel will be subject to and will comply with all security regulations and procedures of the County and the Jail. Violations of regulations may result in the employee being denied access to the Jail. In this event, the Provider will provide alternate personnel to

supply services described herein, subject to the usual criminal background check used for initial hires if the employee is new to the facility.

B. The County understands and agrees that adequate security is necessary for the safety of the Provider's employees, as well as for the security of the County's employees and the inmates. The County will provide security for the Provider's employees and agents consistent with security provided to other County employees. Such security will include, but not be limited to, on-site armed escort of inmates, sufficient to allow the Provider and its employees to safely provide the medical services called for hereunder.

### **Article 3 TERM; RENEWAL; TERMINATION**

**Section 3.1. Term.** The term of this Agreement shall be for a period commencing on January 1, 2021 and ending on December 31, 2021.

**Section 3.2. Renewal.** The term of this Agreement shall be renewed at the end of the term, unless either party submits written notice of its intention not to renew to the other party at least one hundred and eighty (180) days prior to the end of the then-existing term hereof, in which event this Agreement will terminate upon the expiration of the then-existing term.

**Section 3.3. Termination Rights.** Either party shall have the right to terminate this Agreement by providing one hundred eighty (180) days written notice to the other party of default, non-appropriation of funding, or legislative changes, as described below. The parties agree to negotiate in good faith and take steps to mitigate loss or damages to both parties during the notice period.

#### **Default.**

A. The County may terminate this Agreement due to Provider's default of this Agreement. Said default may include, but is not limited to, the following:

- 1) The Provider's failure to provide the services called for by this Agreement within the time specified herein or upon the extension thereof as agreed to by the County.
- 2) The Provider's failure to perform any of the other essential provisions of this Agreement or failure to prosecute the work as to endanger of this Agreement in accordance with its terms and, after receipt of written notice from the County, failure to correct such failures within ten (10) working days or such longer period as the County may authorize.

B. The Provider may terminate this Agreement due to the County's default of the Agreement. Said default may include but is not limited to, the failure of the County to make payments pursuant to this Agreement within thirty (30) calendar days of receipt of written invoice.

#### **Non-appropriation & Legislative Changes**

A. In the event that the County is not able to appropriate the funds for the services provided by the Provider under this Agreement, the County may terminate the whole or any part of this Agreement.

B. In the event that a law goes into effect requiring a material change in the services provided by the Provider to the inmates of the County Jail or the Provider loses its license that is required to perform the services under this Agreement, the County may terminate the whole or any part of this Agreement.

## **Article 4 COMPENSATION**

**Section 4.1. Compensation.** The Provider, in consideration for the services to be provided hereunder, will be compensated at the rate of ONE-HUNDRED THIRTY ONE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$131,800.00).

Such compensation will be paid by the County in monthly installments with the initial monthly installment to be paid on the commencement date of the Term and subsequent installments to be paid on or before the first day of each month thereafter.

**Section 4.2. Credit to County.** The Provider will agree to credit the County a credit consisting of an hourly salary and fringe benefits for hours of each position not covered or vacant for fifteen (15) days or more. Adjustments will be made on a quarterly basis.

### **Section 4.3. Care Provided Outside the Jail.**

A. For any medical care that the Provider cannot provide inside the Jail and that the Provider or another health care provider must provide outside the Jail, the health care provider that actually provides such service will be entitled to bill the respective Detaining Authority, subject to maximum allowable charges, coverage and pre-authorization procedure of coverage/treatment, as provided under the U.S. Marshals Service Prisoner Health Care Standards and any other applicable state or federal law, or Detaining Authority policy.

B. The County houses inmates for whom the County is the Detaining Authority, as well as inmates for whom the United States (i.e. the U.S. Marshals and Department of Homeland Security) or another governmental entity is the Detaining Authority. THE COUNTY DOES NOT HAVE AUTHORITY TO CONTRACT FOR HEALTH CARE SERVICES PROVIDED OUTSIDE THE JAIL TO INMATES WHOSE DETAINING AUTHORITY IS A GOVERNMENTAL ENTITY OTHER THAN THE COUNTY.

C. THE COUNTY WILL NOT BE RESPONSIBLE AND WILL NOT PAY FOR MEDICAL SERVICES AND ANY RELATED COSTS THAT ARE PROVIDED OUTSIDE THE JAIL TO INMATES BELONGING TO ANOTHER DETAINING AUTHORITY.

D. THE COUNTY WILL BE RESPONSIBLE FOR MEDICAL SERVICES AND ANY RELATED COSTS PROVIDED OUTSIDE THE JAIL TO INMATES FOR WHOM TODD COUNTY IS THE DETAINING AUTHORITY.

**Section 4.4. Taxes, Permits and Certification.** The Provider will pay all applicable taxes, including sales and excise taxes, and will keep current all necessary licenses, permits, and certifications necessary to fulfill the terms and conditions of this Agreement.

## **Article 5 INSURANCE AND INDEMNIFICATION**

### **Section 5.1. Insurance.**



A. The Parties shall obtain and maintain the following minimum limits of insurance continuously during the life of this Agreement:

- a. Workers' compensation insurance covering the Provider as an independent contractor and any employees who the Provider employs under this Agreement;
- b. Comprehensive general liability insurance with limits of coverage in the amount of One Million Dollars (\$1,500,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, to include bodily injury, property damage, personal injury, and contractual damages.
  1. Provider agrees to include the County as an additional insured under the above named insurance policy(ies).
- c. Medical Professional Liability Insurance with limits of not less than One Million Dollars (\$1,500,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, including but not limited to coverage for violations of civil rights alleged to have resulted, in whole or in part, from malpractice of the Provider's medical provider(s) or employee(s).

B. The Provider will furnish the County with certificates of insurance specifically describing the coverage above.

C. Current, valid insurance policies meeting the requirements herein identified will be filed with the County before the Provider commences a service and maintained during the term of the contract. Renewal certificates will be sent to the County within thirty (30) days after receipt of the Renewal certificate. There will also be a 30-day notification to the County in the event of cancellation or modification of any stipulated insurance coverage.

### **Section 5.2. Indemnification.**

A. The Provider will indemnify and hold harmless the County and its commissioners, officers, agents and employees from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, and judgments, which the County, its commissioners, officers, agents or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Provider, its associates, agents, servants or employees, in the execution, performance, or failure to adequately perform the Provider's obligations under this Agreement.

B. The County will indemnify and hold harmless the Provider, its directors, officers, employees, agents, and medical staff from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, and judgments, which the Provider, its directors, officers, employees, agents, or medical staff may hereafter sustain, incur or be required to pay, arising out of the County's operation and maintenance of the Jail, including maintaining safety and security, or in the execution, performance, or failure to adequately perform the County's obligations pursuant to this Agreement. It is understood and agreed that the County's liability is limited by the provisions of Minnesota Statutes Chapter 466, or other applicable law.

C. The terms of Section 5.2 will Survive the Cancellation or Termination of this Agreement.

**Section 5.3. Injuries to Provider's Employees.** The Provider waives any rights to recovery from the County for injuries that the Provider's employees may sustain while performing services under and pursuant to this Agreement and that are a result of the negligence of the Provider or its employees.

The Provider agrees to hold the County harmless from and indemnify the County from any claims against the County for injuries that the Provider's associates, agents and/or employees may sustain while performing services under and pursuant to this Agreement and that are a result of his/her/their own negligence.

## **Article 6 CONFIDENTIALITY OF RECORDS AND DATA**

**Section 6.1. Safeguarding of Patient Information.** The use or disclosure by either party of information concerning a recipient of services pursuant to this Agreement for any purpose not directly connected with the administration of the County's or the Provider's responsibility with respect to such purchase of services is prohibited, except upon written consent of the County and the recipient, a responsible parent, or guardian.

**Section 6.2. Confidentiality.** The Provider and the County will maintain the confidentiality of client medical information and comply with all legal restrictions in regard to the disclosure thereof in accordance with the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164) ("HIPAA"), and the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 (2006). Provided any necessary authorizations are obtained and all legal restrictions are met, the Provider and the County will make any such records available to appropriate County, state or federal agencies in any criminal or civil litigation where the medical condition of an inmate is at issue.

### **Section 6.3. HIPAA Representations.**

- A. To the extent applicable pursuant to HIPAA, The Provider agrees that it will:
- a. Not use or further disclose Protected Health Information (PHI), as defined in 45 C.F.R. § 160.103 and except as authorized by 45 CFR 164.500-164.534, other than as permitted or required by this Contract, and further agrees that it will not use or further disclose PHI in a manner that would violate requirements of HIPAA and its implementing regulations (45 C.F.R. parts 160-64).
  - b. Report to the County any use or disclosure of PHI not provided for by this Contract of which it becomes aware, and will ensure that any associates, agent, and/or employees, including any other professionals with whom the Provider refers to or consults on cases with, to whom the Provider provides or receives PHI, agree to the same restrictions and conditions that apply to the Provider with respect to such information.
  - c. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to protect the privacy of PHI in compliance with 42 U.S.C. § 132d-2(d), 45 C.F.R. § 164.530(c), and other applicable HIPAA regulations.
  - d. Follow the procedures for access to PHI set out in 45 C.F.R. § 164.524.
- B. Upon receipt of notice from the County, the Provider agrees to promptly amend or permit the County access to amend any portion of the PHI which the Provider created for or received from the County so that the County may meet its amendment obligations under 45 C.F.R. § 164.526.
- C. With the exception of disclosures of PHI made for the purposes specified in 45 C.F.R. § 164.528(a)(i)-(vi), the Provider will document and report each disclosure the Provider makes of PHI it creates or receives for or from the County so the County may comply with the

requirements set forth at 45 C.F.R. § 164.528.

- D. The Provider acknowledges and agrees that in the event the Provider breaches these HIPAA requirements this Contract may be terminated by the County and the breach may be reported to the United States Department of Health and Human Services.

**Section 6.4. Minnesota Government Data Practices Act.** The Provider agrees to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

**Section 6.5. Responsibility for Failing to Safeguard Information.**

- A. The Provider agrees to defend, indemnify, and hold harmless the County, its Commissioners, agents, officers and employees from all claims arising out of, resulting from, or in any manner attributable to any violation, by the Provider, its directors, officers, employees, agents, or medical staff, of any provision of the Minnesota Government Data Practices Act or HIPAA, including any legal fees or disbursements paid or incurred to enforce the provision of this article of the Agreement.
- B. The County agrees to defend, indemnify, and hold harmless the Provider, its agents, officers and employees from all claims arising out of, resulting from, or in any manner attributable to any violation by County of any provision of the Minnesota Government Data Practices Act or HIPAA, including any legal fees or disbursements paid or incurred to enforce the provision of this article of the Agreement. It is understood and agreed that the County's liability is limited by the provisions of Minnesota Statutes Chapter 466, or other applicable law.
- C. The terms of Section 6.5 will Survive the Cancellation or Termination of this Agreement.

**ARTICLE 7  
BOOKS AND RECORDS**

**Section 7.1. Fiscal Responsibility, Records, Controls, Reports, and Monitoring Procedures.** The Provider agrees to maintain books, records, documents and accounting procedures and practices which properly reflect its direct and indirect costs expended in the performance of this Agreement. Said records will be made available at all reasonable times for inspection, review and audit to the County, state auditor, federal agencies, and other person authorized by the County.

**Section 7.2. Program Records, Controls, Reports, Monitoring Procedures, and Ownership of Records.** All patient records, program records, controls, reports, monitoring procedures and any other documentation related to patient care will remain available to the Jail at all times upon request, and will be held in strictest confidence in accordance with Minnesota Statutes, Chapter 13. Access to Patient Records will be limited to the patient's doctor, the patient (upon a properly made request), and the Jail. Medical recordkeeping will be at and under the direction of the Provider, and will be managed pursuant to applicable medical custom, and state and federal law.

**Section 7.3. Retention of Records.** The Provider agrees to retain all books, records and other documents relative to this Agreement for a six (6) year period from the end of the year that services were provided or any longer period which may be required to complete any

audit and resolve any pending audit findings. The Provider agrees to make these documents available to the County and other persons authorized by the County.

## **ARTICLE 8 INDEPENDENT CONTRACTOR**

**Section 8.1.** During the term of the Agreement, the Provider will at all times be acting and performing as an independent contractor and no employees of the Provider are acting as employees of the County for any purpose. Nothing contained in this Agreement will be construed to create a joint venture, partnership or similar relationship between the parties. No statement contained in this Agreement will be construed so as to find the Provider's employees to be employees of the County, and the Provider's employees will not be entitled to any of the rights, privileges, or benefits of employees of the County, including but not limited to, workers' compensation, and health/death benefits.

**Section 8.2.** Neither party will have or exercise any control or direction over the methods by which the other party provides its services under this Agreement. Neither party, nor any of their respective agents nor employees, will be construed to be the agent, employee, or representative of the other party and each party will be solely responsible for any liability that may arise as a result of, or in connection with, any act or omission by that party or any of its agents or employees.

**Section 8.3.** The Provider will be responsible for employing the persons who will provide the services hereunder, and will be responsible for all compensation and benefits payable to such employees with respect to their services under this Agreement. The Provider will have the right to employ additional or different persons during the term of this Agreement.

**Section 8.4.** The Provider acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the Provider and that it is the Provider's sole obligation to comply with the applicable provisions of all Federal and State Tax laws.

**Section 8.5.** The Provider will at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide the services identified herein. The Provider may elect to perform administrative duties off-premises.

**Section 8.6.** The Provider will be responsible for all expenses, professional development training, and personal equipment expenses, (such as pagers, cell phones, etc.), in providing the services covered under this Agreement. There is no separate reimbursement for expenses of the Provider's employees.

**Section 8.7.** Nothing in this Agreement will limit the Provider in providing medical services to other public/private organizations or persons during the term of this Agreement.

**Section 8.8.** The Provider's employees consent to a security/criminal background check. The Provider's employees' authority to enter the TODD County Jail (a secure facility) is contingent on this background check. TODD County retains the right to unilaterally terminate this Agreement in the event of any potential security threats presented by the Provider's employees, and these security issues are not corrected within ten (10) days of written notice of such from the County.

## **ARTICLE 9 GENERAL**

**Section 9.1. Notices.** All notices under this Agreement will be in writing and will be

deemed to have been duly given (a) on the date of service if served personally on the party to whom notice is to be given; (b) on the next business day after delivery to Federal Express or similar overnight courier for next day delivery; or (c) on the third (3rd) business day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to the County:

Todd County  
115 3<sup>rd</sup> St S  
Long Prairie, MN 56347  
Attn: \_\_\_\_\_

If to the Provider:

CentraCare Health  
1406 6th Ave N  
St. Cloud, MN 56304  
Attn: Kathy Parson, VP Population Health

**Section 9.2. Arbitration.** If a dispute arises between the County and the Provider regarding any of the provisions of this Agreement, such dispute will be referred in writing to a Board of Arbitration (the "Board"), whose decision will be final and binding in all respects. Each party will select one (1) member of the board and the persons so selected will nominate a neutral member, who will be a member in good standing with the American Arbitration Association, and who will act as chair. Each party will bear the expense of its own arbitrator. The expense of the neutral arbitrator will be borne equally by the County and the Provider. The arbitrators will consider the matter in controversy and may hold hearings regarding the same, and their decision will be entered in writing within ten (10) days after the matter is finally submitted to them. Arbitration proceedings initiated pursuant to this Agreement will be conducted in accordance with the Rules of the American Arbitration Association.

**Section 9.3. Entire Agreement; Amendment.** This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior commitments, understandings, warranties, negotiations, all of which are by the execution hereof rendered null and void. No amendment or modification of this Agreement will be made or deemed to have been made unless in writing and executed by the parties.

**Section 9.4. Effect of Partial Invalidity.** The invalidity of any portion of this Agreement will not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions will be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**Section 9.5. Subcontracting and Assignment.** The Provider may not assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of County. Any subcontractor or assignee shall be subject to such conditions and provisions as the County may deem necessary. Provider shall be responsible for the performance of all subcontractors and assignees. The Provider must inform the County of all subcontracts and assignments at least thirty (30) days in advance of such change. Subcontracts and assignments of this Agreement will be attached as an addendum to the original Agreement.

**Section 9.6. Governing Law.** It is agreed that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

**IN WITNESS THEREOF,** each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative.

TODD COUNTY

By: \_\_\_\_\_  
Gary Kneisl  
Its: Chair, Todd County  
Board of Commissioners

By: \_\_\_\_\_  
Denise Gaida  
Its: Auditor-Treasurer

CENTRACARE CLINIC

By: \_\_\_\_\_

Name: Kathy Parsons

Its: Vice President of Population Health

## BUSINESS ASSOCIATE AGREEMENT

**This Business Associate Agreement** (“Agreement”) is entered into by and between CentraCare Health, a Minnesota nonprofit 501(c)(3) organization (the “Covered Entity”) and \_\_\_\_\_ (the “Business Associate”) (each a “Party” and collectively the “Parties”) for the purposes of compliance with the requirements established by the Standards for Privacy of Individually Identifiable Health Information and by the Security Standards for the Protection of Electronic Protected Health Information published by the U.S. Department of Health and Human Services Office for Civil Rights under the Health Insurance Portability and Accountability Act of 1996 as amended from time to time (“HIPAA”) with respect to the use, protection and disclosure of Protected Health Information in whatever form including electronic PHI (“PHI”), the Health Information Technology for Economic and Clinical Health Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 (“HITECH Act”), and any current and future regulations promulgated under HIPAA or the HITECH Act (HIPAA, HITECH Act and any current and future regulations promulgated under either are referred to as “HIPAA”).

**Background.** The Covered Entity has a formal, informal, written or unwritten agreement or relationship with Business Associate (the “Covered Agreement”) pursuant to which the Business Associate is providing services to the Covered Entity which will involve the use or disclosure of PHI by Covered Entity to Business Associate. In addition, the Covered Entity and Business Associate may be receiving or transferring PHI electronically subject to HIPAA requirements regarding privacy and electronic security.

Now, therefore, intending to be legally bound, the Parties agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. including particularly parts 160.103, 164.103, 164.304 and 164.501 as amended from time to time.
2. **Obligations and Activities of Business Associate.** Business Associate agrees to the following obligations:
  - a. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
  - b. Business Associate will prevent use or disclosure of PHI other than as provided for in this Agreement;
  - c. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it receives, maintains or transmits on behalf of the Covered Entity;
  - d. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement;
  - e. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement as well as any Security Incident of which it becomes aware;

- f. Business Associate will notify Covered Entity of any Breach of Unsecured PHI, including Security Incidents, as soon as possible but in any event within at least three (3) calendar days from the date of discovery of the breach and assist Covered Entity in providing notice of the Breach of Unsecured PHI to affected individuals and other required under HIPAA. Business Associate shall provide the following information to Covered Entity with its notification:
- i. the date of the Breach;
  - ii. the date of the discovery of the Breach;
  - iii. a description of the types of Unsecured PHI that were involved;
  - iv. identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed;
  - v. identification of the corrective action Business Associate took or will take to prevent further non-permitted access, use or disclosure;
  - vi. identification of what Business Associate did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure; and
  - vii. any other details necessary to complete an assessment of the risk of harm to the individual.

Covered Entity will be responsible to provide notification to individuals whose Unsecured PHI has been disclosed, as well as the Secretary of the Department of Health and Human Services (“Secretary”) and the media, unless Covered Entity requests that Business Associate provide the required notifications;

- g. Business Associate will pay actual costs for notification and any associated mitigation incurred by Covered Entity, such as credit monitoring, if Covered Entity determines that the Breach is significant enough to warrant such measures;
- h. Business Associate will establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity;
- i. Business Associate will ensure that any agent, including a subcontractor, of the Business Associate that creates, receives, maintains, or transmits PHI on behalf of Covered Entity agrees to the same restrictions and conditions that apply throughout this Agreement to Business Associate with respect to such PHI and agrees to implement reasonable and appropriate safeguards to protect PHI through the execution of a formal written business associate agreement with the Business Associate;
- j. Business Associate will provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524;
- k. Business Associate will make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity;



- l. Business Associate will make internal practices, books and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall immediately notify Covered Entity upon Business Associate's receipt of any such requests from Secretary and shall provide copies of same. Nothing in this section shall be deemed a waiver of any legally-recognized privilege available to either Party;
- m. Business Associate will document such disclosures of PHI and information related to such disclosures 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;
- n. Business Associate will provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section 2(f) of this Agreement, 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;
- o. Business Associate will comply with the Privacy Rules, the Security Rules, HIPAA including amendments under the American Recovery and Reinvestment Act ("ARRA"), including, but not limited to, implementing written policies and procedures, conducting a security risk assessment and training employees who have access to PHI about the policies and procedures required by HIPAA and ARRA;
- p. To the extent the Business Associate is to carry out Covered Entity's obligation under HIPAA, Business Associate will comply with the requirements of HIPAA that apply to the Covered Entity in the performance of such obligation;
- q. Business Associate will not use any PHI for marketing purposes unless Business Associate has obtained advanced written and signed consent from Covered Entity authorizing the marketing and then only if Business Associate complies with all requirements under HIPAA regarding such marketing;
- r. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI unless Business Associate: (i) has obtained prior written approval from Covered Entity; and (ii) has received a valid authorization from the individual that specifies that Business Associate can further exchange PHI about the individual for remuneration by the entity receiving the PHI, in accordance with the requirements of 45 C.F.R. §164.508 and HITECH Act. The foregoing provision shall not apply to Covered Entity's payment to Business Associate for Services provided under this Agreement;
- s. Business Associate will not provide or transmit PHI to anyone outside the geographical boundaries of the United States for any purpose or permit anyone located outside the geographical boundaries of the United States access to PHI, including an employee, agent or subcontractor, without the prior written approval of Covered Entity; and
- t. At Covered Entity's request, Business Associate will implement reasonable alternative means or locations of communication with an individual, as necessary, to honor a request granted by Covered Entity pursuant to 45 C.F.R. §§ 164.522 or 164.526, respectively.

- u. For Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI, (including for purposes of example and not for purposes of limitation, pings on a Business Associate's firewall, port scans, attempts to log into a system or enter a database with an invalid password or username, or denial-of-service attacks that do not result in a system being taken off-line) Business Associate shall provide, upon request from Covered Entity, a report that (a) identifies categories of security incidents; (b) indicates whether Business Associate believes its current defensive measures are appropriate to address categories of identified security incidents; and (3) if defensive measures are not adequate, the measures Business Associate will implement to address the security inadequacies.
  - v. If Business Associate conducts Standard Transaction for or on behalf of Covered Entity, Business Associate will comply, and will require each subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 CFR Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that: (i) changes the definition, data condition, or use of a data element of segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or (iv) changes the meaning or intent of the Standard Transaction's implementation specification.
3. **Minimum Necessary.** Business Associate agrees to limit its use, disclosure and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure or request in accordance with the requirements of HIPAA. Covered Entity may, pursuant to HIPAA, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.
4. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Covered Agreement, and in accordance with Covered Entity's Privacy Notice, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity, and further, Business Associate may:
- a. use PHI for Business Associates proper management and administration duties or to carry out Business Associate's legal responsibilities;
  - b. disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and

- c. use PHI to provide data aggregation services relating to the health care operations of the Covered Entity only if Business Associate has received separate and prior written consent of Covered Entity.
- 5. **Obligations of Covered Entity.** 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. Also, Covered Entity agrees to provide Business Associate with:
  - a. notice of any limitation(s) in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
  - b. any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent such changes affect Business Associate's permitted or required use or disclosure of PHI; and
  - c. notice 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 to the extent that such restriction may affect Business Associates use or disclosure of PHI.
- 6. **Term and Termination.**
  - a. **Term.** The Term of this Agreement shall be effective as of the Effective Date listed below, and shall continue until terminated as provided herein.
  - b. **Termination Upon Termination of the Covered Agreement.** This Agreement will terminate upon the termination of the Covered Agreement and when: (i) all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or (ii) if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions in this Section.
  - c. **Termination for Cause.** Upon a material breach of this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. The Covered Entity will have the right to terminate this Agreement and the Covered Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity (within seven (7) calendar days); or the Covered Entity may immediately terminate this Agreement and the Covered Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
  - d. **Upon Termination.**
    - i. Except as provided in paragraph (ii) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that 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. The Parties intend that the provisions of this Section shall survive termination of this Agreement.
7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that, where applicable, it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized; it has the full power to enter into this Agreement and to perform its obligations; that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate or modify any of its governmental authorities or assets required for its performance hereunder.
8. **Insurance.** Throughout the term of this Agreement, Business Associate shall maintain general liability insurance sufficient to cover any liabilities arising from Business Associate's indemnification obligation in Section 9 in amounts of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Throughout the term of this Agreement, Covered Entity shall maintain general liability insurance sufficient to cover any liabilities arising from Covered Entity's indemnification obligation in Section 9 in amounts of at least one million dollars per occurrence (\$1,000,000) and three million dollars (\$3,000,000) in the aggregate.
9. **Indemnification.** Covered Entity agrees to hold Business Associate harmless and indemnify Business Associate, its directors, officers, employees, agents, successors, and assigns from and against all claims, losses, costs and expenses, including reasonable attorneys' fees, arising out of or by reason of any damage or injury to persons or property suffered as a result of wrongful acts or omissions of Covered Entity, its directors, officers, employees, agents, and successors. Business Associate agrees to hold Covered Entity harmless and indemnify Covered Entity, its directors, officers, employees, agents, successors, and assigns from and against all claims, losses, costs and expenses, including reasonable attorneys' fees, arising out of or by reason of any damage or injury to persons or property suffered as a result of wrongful acts or omissions of Business Associate, its directors, officers, employees, agents, and successors.
10. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.
11. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail, return receipt requested, to the Parties, at the following addresses:

if to Covered Entity, addressed to:

CentraCare Health  
Attn: Legal Department  
1406 6th Avenue North  
St. Cloud, MN 56303

if to Business Associate, addressed to:

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Or to such other address as Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail or electronic mail), but no such notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

- 12. **Amendment and Modification.** No part of this Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this Agreement from time to time as necessary for Covered Entity to comply with requirements of the Privacy Rule and HIPAA.
- 13. **Headings.** The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
- 14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
- 15. **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
- 16. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.
- 17. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby.** This Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided within this Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.

18. **Failure to Enforce Not a Wavier.** The failure of either Party to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
19. **Successors and Assigns.** The Business Associate’s rights and duties under this Agreement are personal to Business Associate and no such right or duty shall be subject to voluntary or involuntary assignment or transfer unless otherwise agreed to in writing by Client.
20. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this Agreement.
21. **Effect on other Agreements.** Except as it relates to the use, security and disclosure of PHI and electronic transactions, this Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the any other Agreement between the Parties. In the event of any conflict or inconsistency between the provisions of this Agreement and another agreement between the Parties, with respect to HIPAA compliance, the provisions of this Agreement shall control unless the Parties specifically agree to the contrary in writing.
22. **Interpretation.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, each of the undersigned authorized representatives has caused this Agreement to be duly executed in its name and on its behalf to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”).

**COVERED ENTITY**  
**CentraCare Health**

**BUSINESS ASSOCIATE**  
 \_\_\_\_\_

**By** \_\_\_\_\_  
**Its** \_\_\_\_\_

**By** \_\_\_\_\_  
**Its** \_\_\_\_\_

# 2021

## Board Submission Schedule

<b>Commissioner Meeting Date</b>	<b>Board Submission Deadline by 3:00 p.m.</b>
January 5, 2021	December 29, 2020
January 19, 2021	January 13, 2021
February 2, 2021	January 27, 2021
February 16, 2021	February 10, 2021
March 2, 2021	February 24, 2021
March 16, 2021	March 10, 2021
April 6, 2021	March 31, 2021
April 20, 2021	April 14, 2021
May 4, 2021	April 28, 2021
May 18, 2021	May 12, 2021
June 1, 2021	May 26, 2021
June 15, 2021	June 9, 2021
July 6, 2021	June 30, 2021
July 20, 2021	July 14, 2021
August 3, 2021	July 28, 2021
August 17, 2021	August 11, 2021
September 7, 2021	September 1, 2021
September 21, 2021	September 15, 2021
October 5, 2021	September 29, 2021
October 19, 2021	October 13, 2021
November 2, 2021	October 27, 2021
November 16, 2021	November 10, 2021
December 7, 2021	December 1, 2021
December 21, 2021	December 15, 2021
December 28, 2021	December 22, 2021

***Please submit information directly to: [clerk@co.todd.mn.us](mailto:clerk@co.todd.mn.us)***

## 2021 Todd County Commissioner Committee Assignments

<b>General Organization</b>					
Board Chairperson	Becker				
Board Vice Chairperson	Erickson				
County Board Board Meetings	1st and 3rd Tuesday 9:00 a.m., In the Commissioner's Board Room				
County Board Work Sessions	Scheduled as needed				
<b>2020 - All Commissioner Committee Assignments</b>	<i>District 1</i>	<i>District 2</i>	<i>District 3</i>	<i>District 4</i>	<i>District 5</i>
3 Co. Morrison, Todd, Wadena Board of Health	B. Becker	G. Kneisl	R. Erickson	D. Kircher	R. Neumann
AMC Delegates	B. Becker	G. Kneisl	R. Erickson	D. Kircher	R. Neumann
County Road Inspection Committee	B. Becker	G. Kneisl	R. Erickson	D. Kircher	R. Neumann
Finance Committee <i>*rotate other Commissioners as necessary</i>	B. Becker		R. Erickson		
Gov't Building Task Force Committee	B. Becker	G. Kneisl	R. Erickson	D. Kircher	R. Neumann
MN Rural Counties Caucus		G. Kneisl-Alt		D. Kircher	
Negotiations Committee	B. Becker		R. Erickson		
Solid Waste Joint Inspection Committee <i>(bi-yearly)</i>	B. Becker	G. Kneisl	R. Erickson	D. Kircher	R. Neumann
<b>Strategic and Efficient Government Committees</b>	<i>District 1</i>	<i>District 2</i>	<i>District 3</i>	<i>District 4</i>	<i>District 5</i>
Leadership Team Committee	B. Becker		R. Erickson		
Personnel Committee <i>(County Attorney and Coordinator)</i>	B. Becker		R. Erickson		
Policy Committee	B. Becker		R. Erickson		R. Neumann-Alt
Insurance Committee	B. Becker				R. Neumann
Joint Ditch 5 & 8 Committee	B. Becker	G. Kneisl	R. Erickson		
Safety/OSHA Committee/Facilities	B. Becker		R. Erickson		
Wellness Committee	B. Becker				
Counties Providing Technology		G. Kneisl-Alt			R. Neumann
Compliance Fund Committee				D. Kircher	
<b>Community Growth Committees</b>	<i>District 1</i>	<i>District 2</i>	<i>District 3</i>	<i>District 4</i>	<i>District 5</i>
Co. Parks & Trails Committee	B. Becker-Alt		R. Erickson		R. Neumann
Airport Commission - Long Prairie			R. Erickson		R. Neumann
Airport Commission - Staples	B. Becker	G. Kneisl			
Region 5 Development Committee	B. Becker	G. Kneisl-Alt			
Todd County Development Corp Liaison		G. Kneisl		D. Kircher	
JD 2 Committee		G. Kneisl			R. Neumann
Livestock Advisory Committee		G. Kneisl		D. Kircher	
Todd County HRA		G. Kneisl	R. Erickson-Alt	D. Kircher	
Transit Advisory Committee/Rainbow Rider Joint Powers/Ambassador	B. Becker		R. Erickson-Alt		R. Neumann
Transit Advisory Committee/Friendly Rider Joint Powers	B. Becker	G. Kneisl			
Regional Transportation Coordinating Council (RTCC)	B. Becker				R. Neumann



## 2021 Todd County Commissioner Committee Assignments

<b>Environmental Resources Committees</b>	<i>District 1</i>	<i>District 2</i>	<i>District 3</i>	<i>District 4</i>	<i>District 5</i>
Planning Commission and Variance Liaison		G. Kneisl-Alt	R. Erickson		
Soil & Water Liaison	B.Becker	G. Kneisl-Alt	R.Erickson	D.Kircher-Alt	R. Neumann-Alt
Solid Waste Joint Powers Board		G. Kneisl			R. Neumann-Alt
Recycling Committee		G. Kneisl			
1W1P Committee			R. Erickson-Alt	D. Kircher-Alt	R. Neumann
Water Plan Committee (Todd County) - Sauk River Watershed			R. Erickson		R. Neumann
County Noxious Weed Appeal Committee		G. Kneisl			R. Neumann
<b>Community Engagement Committees</b>	<i>District 1</i>	<i>District 2</i>	<i>District 3</i>	<i>District 4</i>	<i>District 5</i>
AIS				D. Kircher	R. Neumann
Fair Board Committee	B. Becker - Alt	G. Kneisl			R. Neumann - Alt split
Great River Regional Library		G. Kneisl-Alt		D. Kircher	
Extension Committee	B. Becker - Alt		R. Erickson		R. Neumann - Alt split
Todd Co. Expo Bldg Review Committee	B. Becker		R. Erickson		
Todd Co. Facilities Committee	B. Becker		R. Erickson		
<b>Growth and Contribution Committees</b>	<i>District 1</i>	<i>District 2</i>	<i>District 3</i>	<i>District 4</i>	<i>District 5</i>
Central MN Council on Aging				D. Kircher-Alt	R. Neumann
Tri-Cap Committee			R. Erickson	D. Kircher	
<b>Community Safety Committees</b>	<i>District 1</i>	<i>District 2</i>	<i>District 3</i>	<i>District 4</i>	<i>District 5</i>
Hands of Hope Todd-Morrison		G. Kneisl			
Todd-Wadena Community Corrections Exec. Committee	B. Becker			D.Kircher	
West Central Juvenile Det. Center	B. Becker - Alt			D. Kircher	
Comm. Health Service for Co.Public Health Advisory	B. Becker				R. Neumann
Comm. Health Srv. Reg. 3-Co. Comm. Health Exc. Brd	B. Becker			D. Kircher	
EMS County 14 Board	B. Becker		R. Erickson		
EMS Task Committee	B. Becker		R. Erickson		
E-911 Committee			R.Erickson		R. Neumann
Law Enforcement Liaison		G. Kneisl			R. Neumann
Law Library Committee				D. Kircher	
Environmental Health Bd of Appeals				D. Kircher	R. Neumann
Central MN Emergency Services Council	B. Becker				
Region V+ Adult Mental Health Comprehensive Re-Entry Team			R. Erickson	D. Kircher	
Todd-Wadena Community Corrections Advisory Board	B. Becker			D. Kircher	
Central MN Emergency Services Board		G Kneisl			R. Neumann-Alt

## 2021 Todd County Commissioner Committee Assignments

<b>Misc. and Temp. Committees and Assignments</b>				
Todd County Official Newspaper	Staples World			
Todd County Official Newspaper - Extra Publications	Long Prairie Leader			
Todd County Affirmative Action Plan Officer	Jane Gustafson, Assistant County Attorney			
Todd County Citizens Against Drugs Committee			R. Erickson-Alt	R. Neumann
Citizens Against Drugs-Staples Area	B. Becker			
<b>County Coordinator Committee Assignments</b>				
All Todd County Commissioner Meetings & Worksessions				
E-911 Committee				
Facilities Committee				
Finance Committee				
Insurance Committee				
Leadership Team Committee				
Negotiations Committee				
Policy Committee				
Personnel Committee				

On a motion by Becker and second by Neumann the following was adopted by unanimous vote:

**A RESOLUTION ESTABLISHING THE 2021 TODD COUNTY BOARD OF COMMISSIONERS  
BOARD PROTOCOL**

**WHEREAS**, the Todd County Board of Commissioners has chosen to adopt Board Protocol to guide conduct and procedure of operations and meetings.

**NOW, THEREFORE BE IT RESOLVED**, that the following Board Protocol is adopted:

1. Board Rules to be Passed as a Resolution

Immediately following the appointment of a County Board Chairperson and Vice-Chairperson each year as practical, the County Board Chairperson shall direct that a resolution be passed for the Protocol of the County Board; Board Protocol shall not be passed for a period longer than one year.

2. Designation of the Board Chairperson and Vice-Chairperson

The County Board shall annually elect a Board Chairperson and Vice-Chairperson. In addition to having responsibilities as outlined below, the Board Chairperson, the Vice-Chairperson, the County Attorney, the County Coordinator, and the Human Resources Manager, shall also make-up the Personnel Committee of the County. The Personnel Committee shall have primary (but not sole) responsibility to advise the County Human Resource Manager as to personnel actions.

3. Regular Meetings

The Board shall hold regular meetings on the first and third Tuesday of each month. Regular meetings on the first and third Tuesday shall commence at 9:00 am in the County Board Room at the Historic Court House, Long Prairie, MN. On a majority vote of the County Board, a meeting time, date or venue may be changed.

The 2020 Public Hearing on the 2021 budget shall be held in the County Board Room-date to be set at a later time.

4. Special Meetings

The Chairperson or three members of the Board may call special meetings. Such meetings shall be called with a three (3) day advance notice, if circumstances allow, to all available Board members and members of the news media. Notwithstanding any other requirements, notice shall be published near the County Board Room door and the bulletin board on the main floor of the Historic Courthouse. Both notices shall specify: (1) the specific item or items to be considered at the special meeting, and (2) the date, time, and place of the meeting. Special meetings of the County shall be held in the County Board Room, unless the Board has determined that other facilities are to be used. All special meetings of the Board shall be limited to the specific item or items set forth in the notice.

5. Presiding Officer, Roll Call

The Board Chairperson, or in the Board Chairperson's absence, the Vice Chairperson of the Board shall take the Chair at the time appointed for the meeting and call the Board to order. The Board Chairperson or Vice Chairperson calling the meeting to order shall be the Presiding Officer for the balance of the meeting.

6. Quorum

A majority of the members of the Board shall constitute a quorum for the transaction of business. The Board Chairperson shall be a member of the Board, and shall have the right to vote on all matters coming before it, but shall have no veto power.

7. Minutes

The Auditor-Treasurer shall prepare written copies of the minutes of the preceding meeting of the Board of Commissioners and distribute them to its members no later than the start of its current session. One or more copies of the minutes shall be available in the Office of the Auditor-Treasurer for examination by members of the public. Upon the appearance of a quorum at a Commissioners Board Meeting, the Board Chairperson shall inquire of the Board whether they wish to approve, disapprove, or amend the minutes of the previous meeting of the Board of Commissioners as prepared by the Auditor-Treasurer. Any mistake or omission in the minutes may then be corrected by the Board.

8. Order of Business

a) Public Comment

The County Board shall designate the 15 minutes preceding each regular meeting of the County Board Meeting as a public comment period. Members of the public wishing to address the County Board may do so at this time. The Auditor-Treasurer shall provide a method for members of the public to sign up to speak. The Board Chairperson is responsible for limiting the amount of time for each member of the public wishing to speak. In the event there are more members of the public wishing to speak than 15 minute allows for, the County Board Chairperson may open the meeting and amend the agenda to include extended public comment.

The public comment period is not an appropriate venue to address specific personnel issues. If a member of the public wishes to address a specific personnel issue, the Board Chairperson shall direct the speaker to address the issue with Administration following the meeting.

b) Order and Decorum

The Board Chairperson or Vice-Chairperson shall preserve order and decorum. The Auditor-Treasurer shall act as parliamentarian and the Board Chairperson shall decide questions of order, subject to an appeal to the County Board.

Every Board member, member of the public or member of the press shall respectfully address the Chairperson by the appellation of "Mr. Chairman" or "Madame Chair", and shall not speak further until recognized by the Chairperson. Once a member of the audience has been recognized by the chair as requesting to address the Board of Commissioners, the Chairperson shall require the individual to identify themselves by stating their name and address.

c) Agenda

The Auditor-Treasurer shall prepare a written agenda in advance of all board meetings and shall place Call to Order as Item No. 1; and thereafter other items of business in the order of presentation which the Auditor-Treasurer deems best or as directed by the Board of Commissioners.

County staff wishing to place an item of business upon the agenda shall advise the Auditor-Treasurer of the particular item of business not later than 3:00 pm on the Wednesday immediately preceding the Regular Tuesday Board meetings. Alternate submission deadlines will be communicated by the Auditor-Treasurer for any Special Board Meetings in order to comply with public notification statute regulations. The Auditor-Treasurer shall release the proposed agenda and information packet, including posting on the Todd County Website, at minimum 3 days prior to the meeting typically on the Friday immediately preceding the Board Meeting. The Board Chairperson may choose to require the Auditor-Treasurer to send the agenda to the Board Chairperson for approval prior to public release.

County departments or organizations requesting that an item be placed on the agenda shall furnish sufficient details so as to enable the Auditor-Treasurer to enter the item on the board meeting agenda in a summary adequate to alert the public as to the nature of the matter to be discussed. If the Auditor-Treasurer is unable to prepare a summary from the information received, the Auditor-Treasurer may refuse to place the matter on the agenda.

The County Board, by majority vote, may amend the proposed agenda. After approval of the proposed agenda within a meeting, no amendments will be made except upon a 4/5th vote of the County Board.

Health & Human Services will maintain a standing agenda item on the Regular Board meeting on the First and Third Tuesday of each month as needed.

d) Consent Agenda

The consent agenda is provided for items considered to be general business items. Items which may be placed on the consent agenda are as follows

- Minutes
- Resolutions authorizing permits or licenses
- Board Action Forms to approve the hiring of employees
- Board Action Forms recognizing the departures of employees

Any one Board Member may ask that an item be removed from the consent agenda and placed on the regular agenda. Board members who intend to remove an item from the consent agenda shall attempt to inform the Auditor-Treasurer before the County Board meeting. Items removed from the consent agenda may be placed where it is most reasonable on the regular agenda.

9. Discussion and Debate

The County Board shall be guided by, but not restricted to Robert's Rules of Order in all cases where they are applicable, and not inconsistent with State Statute or the Standing Rules of the Board.

- a) Items on the agenda may be debated prior to the submission of an ordinary motion.

- b) The Chairperson or Presiding Officer shall restate any motion if requested to do so by a member of the Board of Commissioners. The withdrawal of either the motion or the second to a motion shall terminate debate on the motion.
- c) When a question is under debate, no motion shall be received other than the following privileged motions: a) to lay on the table; b) to divide the question; c) to postpone indefinitely; d) to postpone to a certain day; e) to refer; f) to adjourn. The privileged motion shall have precedence in the order in which they are arranged. All privileged motions require a second before debate. A Board member may make a negative motion to defeat a resolution or ordinance. This "objection to the consideration" of the matter is considered a privileged motion and requires a second, and must pass by a simple majority. If no motion is made on an item, the matter automatically dies or does not pass.
- d) When a motion is made to table a discussion, item, or topic, a later date shall be set to resume what was tabled and a vote is not required. If a motion is made to table the same discussion, item, or topic again, Robert's Rules of Order will be followed for this procedure. This motion can't interrupt a speaker who has the floor, it must be seconded, it can be debated, it is not amendable, and requires a majority vote.

## 10. Voting

When a question is put by the Chairperson, every member present shall vote; unless the Board, for special reason, shall excuse a member prior to the calling of the roll or a legal conflict of interest prohibits a member voting. Any member, who being present when his or her name is called fails to vote upon any then pending proposition, unless previously excused by the Board, shall be counted as having voted in the positive. In all cases, the call of the roll shall be alphabetically by the family surname of each Board member except that the Chairperson or Presiding Office shall vote last.

## 11. Calling Vote

The ayes and nays shall be called upon the passage of ordinances and the consent agenda. Unless a member requests, other items will be by voice vote. When a vote is called for and a Board member is silent, the Board member will be recorded as voting in the affirmative on the question. A member may demand a roll call vote at any time prior to the assumption of other business.

## 12. Ordinances

Requests for consideration of an ordinance or ordinance amendment shall be submitted in writing to the County Board. Every proposed ordinance shall be considered at two public hearings referred to as first reading and second reading. The County Board will conduct the first reading at a public hearing for all ordinance subject matters or except as specified herein.

Requests related to Todd County's Land Use Ordinances shall be deferred to the Planning Commission per Section 5.06 of the Todd County Land Use Ordinance for the purpose of conducting the required public hearings and adopting a singular recommendation for submittal to the County Board for final adoption

All proposed ordinances or amendment thereto shall be posted on the Todd County website for viewing.

Written notice of time, place and purpose of the public hearings shall be published in the official County newspaper designated by the Board and posted on the County website at least ten (10) days prior to the hearing date.

Amendments may be offered at either first or second reading public hearings when the ordinance is under consideration, however the ordinance shall not be acted upon until the next regular meeting. If amendments are made, the sections of the ordinance amended shall be read as amended before the question of its passage is taken. Approval of the second reading of the ordinance shall constitute final adoption of all ordinances. When a proposed ordinance fails to pass, a motion to reconsider the same may be made, but such motion must be made at the session at which the same failed to pass and action thereupon shall be postponed to the next regular session.

### 13. Clerk to the County Board

It shall be the duty of the Auditor-Treasurer to keep the journal of the proceedings of the County Board of Commissioners and perform such duties as may be required by the Board of Commissioners. The Auditor-Treasurer shall not allow the official journal of the County to be taken from the custody of the Auditor-Treasurer without the knowledge and consent of the County Board of Commissioners. Audio taping or video taping of the board meetings is not common practice, however, meetings may be audio taped for County Department reference only, but approved minutes shall be the official record of board meetings.

### 14. Board Committees

Committees of the Board shall be created by a 3/5 vote of the County Board. Committees may be created on an ongoing or defined time period.

### 15. Suspension or Amendment of Rules

No rule of the Board shall be suspended, altered, or rescinded except upon the affirmation vote of four members of the Board, unless notice of such change shall have been given at a previous meeting in which case only a majority shall be required.

### 16. Publication of Minutes

The regular Board of Commissioners Meeting minute summary shall be published in the official county newspaper and on the County Website so as to provide the public with timely and accurate notice of the regular County Commissioners Board Meeting actions.

### 17. Agenda is Public

Any member of the public or the news media requesting copies of any regular or special meeting agenda shall be provided the same pursuant to M.S. 13D.

### 18. Work Sessions of the Board

The County Board may hold Work Sessions which are not considered “regular meetings” of the County Board. Work sessions may be scheduled upon request of the County Board Chairperson or three members of the County Board in the County Board room.

A County Board Work Session is not a regular meeting and therefore no votes may be taken and no binding decisions may be made. Work sessions are to be used for information and discussion purposes only. In the event that a work session is scheduled, notice will be sent to the members of the news media and posted on the County’s webpage.