



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

BOARD OF COMMISSIONERS
Work Session Agenda

Tuesday, February 18, 2025

11:00 AM

or immediately following the regular board meeting

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

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

Agenda Item #

Agenda Time:

- | | | |
|----------|---|--------------|
| 1 | GIS Supervisor
<i>Adam Ossefoort, PZ/SWCD Division Director & Kim Bosl, County Recorder</i> | 11:00 |
| 2 | Accounting Contract
<i>Jackie Och, HHS Director</i> | 11:15 |
| 3 | HHS Update
<i>HHS Division Leaders</i> | 11:25 |

TODD COUNTY HEALTH & HUMAN SERVICES PURCHASE OF SERVICES CONTRACT

The County of Todd, acting through its Health & Human Services Department (“Agency”), 212 2nd Ave SE, Long Prairie, MN 56347, hereinafter referred to as the County, and Jena Peterson, hereinafter referred to as the Contractor, enter into this Agreement for the period of March 14, 2025 through December 31, 2025, with an option for one 6-month extension upon agreement of both parties, to June 30 2026.

SCOPE OF SERVICES

- 1) The County agrees to purchase, and the Contractor agrees to furnish, services such as the following, depending upon County needs:
 - Preparation of grant expenditure reports from County financial records
 - Preparation of County budget materials
 - Assistance developing and monitoring Agency spread sheets (grants, revenues and expenditures, waiver programs)
 - Assistance in completing month end processes/procedures
 - Assistance gathering financial data needed for a variety of state reporting
 - Assistance with agency financial audits
 - Assistance with agency medical billing
 - Consulting with the Agency Director and other members of the management team regarding financial procedures and processes
 - Consultation with Agency accounting staff
 - Other projects as requested and agreed upon
- 2) The Contractor agrees to maintain books, records, documents, and other evidence which sufficiently reflect services provided through this Agreement. These books, records and documents, and other information relevant to the Agreement, shall be subject at all reasonable times to inspection, review or audit on site by personnel of the County, personnel authorized by the County, and either the Legislative Auditor or State Auditor as appropriate. The Contractor agrees to maintain records for three (3) years after the last date of services under this Agreement, provided that the County may, by furnishing written notice during the term, require continued retention of records to allow completion of an audit by the County or its ultimate funding source.
- 3) The County may duplicate, use and disclose in any manner consistent with the provisions of the Data Privacy Clause in this Agreement, and have others do so, all data delivered under this Agreement.
- 4) The County may evaluate the performance of the Contractor in regard to the provisions of this agreement prior to its termination. The County reserves the right to authorize independent evaluations under this paragraph.

PAYMENT

- 1) The Contractor agrees to perform the described services at the rate of sixty dollars per hour (\$60/hour) for the term of this Agreement, not to exceed a total of 120 hours in any month, unless authorized in writing by the County. Fractional amounts of time shall be billed in fifteen-minute increments. This includes time spent by the Contractor traveling to and from scheduled meetings at Todd County or other prearranged locations. There will be no mileage reimbursement. Payment is contingent on timely written submission of the following information to the Agency Director:
 - dates of service
 - time worked on each date

- documentation of work accomplished

- 2) The Contractor shall, within fifteen (15) working days following the last day of each calendar month, submit an invoice for services purchased on a form acceptable to the County. Except as provided below, the County shall make payment to the Contractor within thirty (35) days of the date of which the invoice is received. The County has the absolute right to refuse to make payment on invoices received or postmarked more than ninety (90) days after the last date the invoiced services were performed.

INDEMNITY AND INSURANCE

The Contractor agrees to defend and indemnify the County, its officials, employees and agents from any and all liability, loss or damage they may suffer as a result of claims, demands, judgments or costs, including reasonable attorney's fees, arising out of or related to Contractor's performance of this Agreement.

INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor and nothing herein contained shall be construed to create the relationship of employer and employee between County and Contractor. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how best to perform or provide services. Contractor acknowledges and agrees that Contractor is not entitled to receive any of the benefits received by County's employees and is not eligible for Worker's or Unemployment Benefits. Contractor further acknowledges and agrees that no withholdings or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is the Contractor's sole obligation to comply with the applicable provisions of federal and state tax laws.

DATA PRIVACY

- 1) All data collected, created, received, maintained or disseminated for any purposes in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. §13.01 et. seq., or any other applicable state statutes, any state rules adopted to implement the Act, as well as federal regulations on data privacy, including the Health Insurance Portability and Accountability Act (HIPAA). The Contractor agrees to abide strictly by these statutes, rules and/or regulations.
- 2) Contractor also agrees to abide by the terms of the attached addendum to this Agreement entitled as "Attachment A, BUSINESS ASSOCIATE AGREEMENT, HIPAA Addendum."

MODIFICATION OF AGREEMENT

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when it has been reduced to writing, signed by authorized representatives of the County and the Contractor, and attached to the original of this Agreement.

EARLY TERMINATION OF AGREEMENT

The County may immediately terminate this Agreement if it does not obtain adequate reimbursement from state and federal sources for Contractor's services. In that event, the obligations of each party hereunder shall be immediately cancelled, other provisions of this Agreement notwithstanding. Any such termination shall be without prejudice to any obligations or liabilities of the parties already accrued prior to such cancellation. Any such termination takes effect upon service of written notice thereof by the County to the Contractor (via Certified Mail or in person) or via fax or email.

DEFAULT

- 1) Unless the Contractor's default is excused under the provisions of this Agreement, the Contractor, after receipt of notice by the County of any circumstances wanting cancellation of this Agreement, shall have ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County to cure the specified failure.
- 2) If the Contractor fails to remedy the specified condition after notice within the prescribed period of time, then the County may upon written notice immediately cancel the whole or any part of this Agreement.
- 3) Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of authorized representative of the County, and attached to the original Agreement.
- 4) The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law and/or under this Agreement.

CANCELLATION AND FINALIZATION

- 1) This Agreement or portion thereof may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice, delivered by mail or in person.
- 2) After receipt of a notice of cancellation, and except as otherwise directed, the Contractor shall:
 - a. Discontinue provision of Purchased Services under this Agreement on the date, and to the extent specified, in the notice of cancellation.
 - b. Cancel all orders to the extent that they relate to the performance of Purchased Services cancelled by the notice of cancellation.
 - c. Complete performance of such Purchased Services as shall not have been cancelled by the notice of cancellation.
 - d. Submit a revenue and expense statement for the performance of Purchased Services prior to the effective date of cancellation within thirty (30) days of said date.
 - e. Maintain all records relating to performance of the cancelled portion of the Agreement as may be required by the County.

MERGER

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and County relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement this 4th day of March, 2025.

Todd County Board of Commissioners

Bob Byers, Chair

Dated: _____

Todd County Health & Human Services

Jackie Och, Director

Dated: _____

Contractor

Jena Peterson, Accountant

Dated: _____

Todd County Attorney

John Lindemann, County Attorney

Dated: _____

Attachment A
BUSINESS ASSOCIATE AGREEMENT
HIPAA Addendum

THIS ADDENDUM supplements and is made a part of the contract or agreement (hereinafter, the "Underlying Agreement") between Todd County and Jena Peterson (the "Business Associate"). The Underlying Agreement, when accepted by Todd County, establishes the terms of the relationship between Todd County and the Business Associate.

Whereas, Todd County and the Business Associate are parties to the Underlying Agreement;

Whereas, pursuant to the Underlying Agreement, the Business Associate provides certain services to Todd County and in connection with the provision of those services, Todd County discloses to the Business Associate certain Protected Health Information ("PHI") (as defined in 45 CFR §164.501);

Whereas, the PHI is subject to regulatory protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") implementing regulations, 45 CFR Part 160 and Part 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule");

Whereas, the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Omnibus Rule, provides modifications to the HIPAA Security and Privacy Rule;

Whereas Todd County is a "Covered Entity" as defined in the Privacy Rule;

Whereas, Jena Peterson, as a recipient of PHI from Todd County, is a "Business Associate" as that term is defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI, as the terms "use" and "disclosure" are defined in the Privacy Rule; and

Whereas, the purpose of this Addendum is to comply with the requirement of the Privacy Rule, including, but not limited to, the Business Associate contract requirements at 45 CFR Part 164;

NOW, THEREFORE in consideration of the Parties continuing obligations under this Agreement, compliance with the Privacy Rule, and the mutual promises and covenants contained herein, the Parties agree to the provisions of this Agreement as follows:

- 1) Definitions. Terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules. In addition, the following shall apply:
 - a. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to this agreement, shall mean Jena Peterson.
 - b. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to this agreement, shall mean Todd County.
 - c. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2) Scope of Use and Disclosure of Protected Health Information by Business Associate.

- a. Business Associate shall be permitted to use and disclose PHI that is disclosed to it by Todd County as necessary to perform its obligations under the Underlying Agreement in accordance with Business Associate's established policies, procedures, and requirements.
- b. Business Associate may use or disclose PHI as required by law.
- c. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Todd County's minimum necessary policies & procedures.
- d. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Todd County except for the specific uses and disclosures set forth below:
 - i. Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate; and
 11. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to fulfill any legal responsibilities of Business Associate provided, however, that:
 1. The disclosures are required by law; or
 2. Business Associate has received from the third party written assurances that: the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and the third party will notify the Business Associate of any instances of which the confidentiality of the information has been breached.

3) Obligations of Business Associate. In connection with its use and disclosure of PHI, Business Associate agrees that it will:

- a. Use or further disclose PHI only as permitted or required by this Addendum and/or as required by law;
- b. Use reasonable and appropriate safeguards and comply with the HIPAA Security Rule, Subpart C of 45 CPR Part 164, with respect to electronic PHI to prevent use or disclosure of PHI other than as provided for by this Addendum, including:
 1. To the extent that Business Associate is conducting electronic transactions as described in 45 CPR §162.923, on behalf of Todd County, Business Associate will comply with the Electronic Data Interchange (EDI) regulations set out in 45 CPR §162.10 through 162.182; and
 - ii. To the extent that Business Associate is sharing electronic transmissions with Todd County, Business Associate will sign a trading partner agreement with Todd County.
- c. Take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss of PHI by Business Associate in violation of this Addendum;
- d. Report to Todd County any use and/or disclosure of PHI not provided for by this Addendum of which the Business Associate becomes aware, including breaches or potential breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware within one (1) business day following the discovery of any violation;
- e. In accordance with 45 CPR 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees that its agents, including any subcontractors, that create, receive, maintain, or transmit **PHI** on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- f. Make available its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Business Associate on behalf of Todd County to Todd County, the Minnesota Legislative auditor, the State Auditor, and the U.S. Secretary of Health and Human Services or their representatives,

delegates, and agents, for purposes of determining the Business Associate's compliance with the Privacy Rule;

- g. Within fifteen (15) days of receiving a request from Todd County, make available the information necessary for Todd County to provide an accounting of disclosures to the individual as necessary to satisfy Todd County's obligations under 45 CFR 164.528;
 - h. Within ten (10) days of receiving a written request from Todd County, make available PHI necessary for Todd County to respond to the individuals' request for access to PHI about them that is not in the possession of Todd County in accordance with Todd County's obligations under 45 CFR 164.524;
 - 1. Within fifteen (15) days of receiving a written request from Todd County, incorporate any amendments to the PHI in accordance with the Privacy Rule;
 - j. Not make any disclosure of PHI that DHS would be prohibited from making; and
 - k. To the extent the Business Associate is to follow Todd County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Todd County in the performance of such obligation(s).
- 4) Obligations of Todd County. Todd County agrees that:
- a. In its Notice of Privacy Practices, as required by the Privacy Rule, Todd County has included a statement that Todd County may disclose PHI for health care operations purposes;
 - b. Todd County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI;
 - c. Todd County is authorized by law or regulations to share PHI relating to the Underlying Agreement with Business Associate; and
 - d. Todd County has obtained any required consents, authorizations or other permissions that may be necessary for Todd County to share PHI with Business Associate. Todd County shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Todd County except if Business Associate will use or disclose PHI for, and the agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.
- 5) Termination.
- a. Term. The Term of this Addendum shall be effective as of the effective date of the Underlying Agreement and shall terminate upon the expiration of the Underlying Agreement, or as provided by the Covered Entity's right to terminate as authorized in this section, whichever is sooner.
 - b. Termination for Cause. Todd County may terminate this Addendum if Todd County determines that Business Associate has breached a material term of this Addendum.
 - c. Effect of Termination.
 - 1. Termination of this Addendum will result in termination of the Underlying Agreement.
 - ii. Upon termination of this Addendum or the Underlying Agreement, for any reason, Business Associate will return or destroy all PHI received from Todd County, or created, maintained, or received by Business Associate on behalf of Todd County that Business Associate still maintains in any form. Business Associate shall retain no copies of such PHI. Provided that if such return or destruction is not feasible, Business Associate shall provide written notification to Todd County of the conditions that make return or destruction not feasible. If Todd County and Business Associate agree that return or destruction of **PHI** is not feasible, Business Associate will extend the protections of this Addendum to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. Survival. The obligations of Business Associate under this section shall survive the termination of this Agreement.
- 6) Amendment. Business Associate and Todd County agree to take such action as is necessary to amend this Addendum from time to time in order to maintain compliance with the requirements of the Privacy Rules and any other applicable law.
- 7) Regulatory References. A reference in this Addendum to a section in the HIPAA Privacy Rules, HIPAA Security Rules, or HITECH Act means the section as in effect and/or as amended.
- 8) Indemnification for Breach. Business Associate shall, to the extent allowed by law, indemnify Todd County for costs associated with any Incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rules.
- 9) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the Privacy Rules.
- 10) Disclaimer. Todd County makes no warranty or representation that compliance by Business Associate with this Addendum will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions it makes regarding the safeguarding of "protected health information". Todd County shall not be liable to Business Associate for any claim, loss, or damage related to the unauthorized use or disclosure of any information received by Business Associate from Todd County or from any other source.