

Notice & Agenda

Swift County Board of Commissioners

Tuesday, April 1, 2014

9:00 AM

Swift County Board Room – 301 14th St N, Benson, MN

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting. Times are only estimates and items may be taken out of order.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:03 a.m.		Consent Agenda
	1-2	(1) Minutes from the March 18, 2014 Meeting
	3	(2) Minutes from the March 18, 2014 Executive Session
	4	(3) Minutes from the March 27, 2014 Special Meeting
	5-17	(4) Consider approving a Business Associate Agreement between Swift County and Swift County-Benson Hospital covering Technology and Human Services Departments
9:04 a.m.		Consider Approval of Commissioner warrants
9:05 a.m.		Commissioner and Board reports
9:20 a.m.		County Administrator report
9:25 a.m.		Citizens Comments
9:25 a.m.		Presentation by Kevin Beyer of Federated Telephone
9:45 a.m.		Update by Liz Auch, Countryside Public Health
10:05 a.m.	18-21	Veteran's Service Officer Dave Barrett, Veteran's Services Annual Report
		Other Business
	22-28	Discussion on the use of ATVs on County Roads
10:30 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES
March 18, 2014

Chairman Fox called the meeting to order at 11:00 AM with all members present as well as County Administrator Mike Pogge-Weaver, County Attorney Robin Finke, and Amanda Ness.

Chairman Fox asked if there were any additions to the agenda. No additions were requested.

03-18-14-01 Commissioner Klemm moved and Commissioner Rudningen seconded to approve the agenda as printed. Motion carried unanimously.

03-18-14-02 Commissioner Hendrickx moved and Commissioner Peterson seconded to approve the Consent Agenda which consisted of: (1) Minutes from the March 4, 2014 Meeting and (2) Consider approving a Memorandum of Understanding between AFSCME Local No. 2538 Human Services Unit and Swift County concerning step increases.

03-18-14-03 Commissioner Peterson moved and Commissioner Rudningen seconded to approve the Commissioner warrants as follows: Revenue: \$131,645.29; Road and Bridge: \$135,974.51; Solid Waste: \$20,288.95; Revolving Loan Fund: \$32,000.00; Welfare & Family Services: \$197.84; and County Ditches Fund: \$2,888.09 which includes the following bills over \$2,000: Center point Energy Minnegasco, \$7,304.30; Chippewa County Auditor-Treasurer, \$2,325.43; Computer Professionals Unlimiteds Inc, \$5,139.38; Hewlett-Packard Company, \$8,303.49; Nuss Truck Group Inc., \$122,645.85; Pflipsen Trucking LLC, \$8,145.60; Pioneerland Library System, \$29,241.00; Southwest Initiative Foundation, \$2,930.00; Swift County RDA, \$32,000.00; Clontarf Township Treasurer, \$2,424.00; Pro Action Safety & Sales, \$17,100.40; Waste Management of Northern Minnesota, \$6,297.84; West Central Communications, \$43,974.00; and WEX Bank, \$5,089.37. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Fox reported on Woodland Centers, Restorative Justice, Pomme de Terre River Watershed, and the Private Industry Council. Commissioner Klemm reported on the Township Association and the Safety Committee. Commissioner Peterson reported on the Township Association, Policy Committee, Soil and Water Conservation, Countryside Public Health, and 6W Corrections. Commissioner Rudningen reported on the Negotiations Committee, Policy Committee, Township Association, and Glacial Ridge Scenic Byway. Commissioner Hendrickx reported on the Negotiations Committee, 6W Corrections, Revolving Loan Fund, Woodland Centers, Private Industry Council, and Prairie Waters.

Administrator Pogge-Weaver reviewed and updated the board on the Insurance Fund balance, Leadership Roundtable, Purchasing Policy, and the Classification and Compensation Study.

County Sheriff John Holtz came to the board seeking approval to purchase two new squad cars for the deputies of his department. The purchase is reflected in the 2014 budget.

03-18-14-04 Motion by Commissioner Rudningen and seconded by Commissioner Klemm to approve the request to purchase two squad cars from Baker Ford for \$27,301 each. Motion carried unanimously.

RDA Executive Director Jen Frost presented the board with the three year strategic plan, bioenergy brochure, and rebranding brochure and also reviewed the loan portfolio.

County Engineer Andy Sander reviewed the 2013 Highway Annual report with the board.

03-18-14-05 Motion by Commissioner Rudningen and seconded by Commissioner Klemm to accept the 2013 Highway Annual Report as presented. Motion carried unanimously.

Engineer Sander presented the board with an agreement with MnDOT to use CSAH 31 as a detour for TH 29.

03-18-14-06 Motion by Commissioner Hendrickx and seconded by Commissioner Peterson to approve the resolution for a TH 29 detour. Motion carried unanimously.

Engineer Sander proceeded to present requests to purchase two pup trailers and a new tandem truck with equipment. These purchases are reflected in the 2014 budget.

03-18-14-07 Motion by Commissioner Klemm and seconded by Commissioner Rudningen to approve the purchase of two pup trailers. Motion carried unanimously.

03-18-14-08 Motion by Commissioner Hendrickx and seconded by Commissioner Peterson to approve the purchase of a tandem truck with equipment. Motion carried unanimously.

Administrator Pogge-Weaver reviewed with the board a one year contract with Countryside Public Health to complete tobacco checks and a three year contract with Zix Corporation for encrypted email.

Administrator Pogge-Weaver further updated the board on the hiring of Tyler Krienke as the part-time summer assistant for the Parks and Drainage Department and position postings for a Deputy Assessor, a part-time Youth Programs Summer Assistant, and a part-time Social Worker.

03-18-14-09 Commissioner Rudningen moved and Commissioner Hendrickx seconded to adjourn to a closed meeting to engage in confidential attorney-client communications related to a pending litigation matter pursuant to Minnesota Statutes, Section 13D.05, subdivision 3(b), related to: Alliance Pipeline LP vs. The Commissioner of Revenue in and for the State of Minnesota, and the County of Swift. Motion carried.

The regular meeting recessed to the closed session at 12:00 PM.

The regular meeting reconvened to regular session at 12:22 PM.

03-18-14-10 Commissioner Hendrickx moved and Commissioner Klemm seconded to approve the stipulation order and judgment decree and to pay the settlement of \$179,231.99 plus interest. Motion carried 4-1 with Commissioner Peterson opposing.

Chair Fox adjourned the meeting at 12:24 PM.

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, County Administrator

SWIFT COUNTY BOARD MINUTES
Record of Executive Session
March 18, 2014

Date convened: Tuesday, March 18, 2014

Time Convened: 12:00 PM

Time adjourned: 12:22 PM

Members Present: Commissioners Fox, Hendrickx, Klemm, Peterson, and Rudningen

Members Absent: None

Also Present: County Attorney Robin Finke, County Auditor Kim Saterbak, County Assessor Wayne Knutson, Amanda Ness, and County Administrator Michel Pogge-Weaver

Purposes: To engage in confidential attorney-client communications related to a pending litigation matter pursuant to Minnesota Statutes, Section 13D.05, subdivision 3(b), related to: Alliance Pipeline LP vs. The Commissioner of Revenue in and for The State of Minnesota, and the County of Swift

Chairman Fox called the executive session to order at 12:00 PM with all members present as well as County Attorney Robin Finke, County Auditor Kim Saterbak, County Assessor Wayne Knutson, Amanda Ness, and County Administrator Michel Pogge-Weaver.

County Attorney Robin Finke reviewed the pending litigation with the board. No action was taken by the board during the closed session. At 12:22 PM the board concluded discussion on this item.

03-18-14-1-ExS Commissioner Rudningen moved and Commissioner Peterson seconded to adjourn. Motion carried.

Executive Session adjourned at 12:22 PM

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, County Administrator

SWIFT COUNTY BOARD MINUTES
March 27, 2014

Chairman Fox called the meeting to order at 9:30 AM with all members present as well as County Administrator Mike Pogge-Weaver.

Chairman Fox asked if there were any additions to the agenda. No additions were requested.

03-27-14-01 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the agenda as printed. Motion carried unanimously.

03-27-14-02 Commissioner Klemm moved and Commissioner Peterson seconded to approve the Consent Agenda which consisted of: (1) Consider approving an Access and Administration Agreements & Business Associates agreement with PreferredOne Administrative Services.

03-27-14-03 Commissioner Peterson moved and Commissioner Rudningen to adjourn.

The meeting adjourned at 9:31 AM.

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, County Administrator



Request for Board Action

BOARD MEETING DATE:
April 1, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a Business Associate Agreement between Swift County and Swift County-Benson Hospital covering Technology and Human Services Departments	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Due to HIPPA regulations, the County is required to sign a Business Associate Agreement since we may come into contact with patient records as Swift County-Benson Hospital. This is a standard industry agreement and covers how the County must handle and protect records that we may come into contact in the course of normal business.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will complete review prior to final execution	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made effective the 23 day of September, 2013
(day) (month) (year)
(“EFFECTIVE DATE”) by and between Swift County-Benson Hospital, the Covered Entity
(“CE”)/Client and Swift County (Technology Support Department and Human Services
Department), the Business Associate (“Associate”).

BACKGROUND AND RECITALS:

FIRST: Covered Entity and Business Associate entered into an agreement (the “Underlying Agreement”) pursuant to which Business Associate agrees to perform certain services on behalf of Covered Entity.

SECOND: The parties wish to enter into this Agreement to set forth their understanding with regard to Business Associate's Use and Disclosure of Protected Health Information (defined below) in accordance with the business associate agreement requirements of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (“HITECH”), and all applicable implementing regulations, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”), Notification in the Case of Breach of Unsecured Protected Health Information (“Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information (the “Security Rule”) found at Title 45, Parts 160 and 164 of the Code of Federal Regulations, dealing with the security, confidentiality, integrity and availability of protected health or health-related information, as well as breach notifications (all such laws and regulations shall be collectively referred to herein as “HIPAA”).

THIRD: In performing services on behalf of the Covered Entity, Business Associate may create, access, receive, maintain or transmit Covered Entity’s Protected Health Information. The following terms used in this Agreement are defined in the “Defined Terms” section of this Agreement: “Individually Identifiable Health Information;” “Protected Health Information;” and “Standard Transactions.”

AGREEMENTS:

In consideration of the recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, business Associate and Client agree as follows:

1. **Defined Terms.** All capitalized terms in this Agreement have the meanings **as those terms are** defined in HIPAA. For convenience of reference, the definition of such terms as of the Effective Date is set forth as follows:
 - a) “**Agreement**” means this Business Associate Agreement.
 - b) “**Client**” refers to Covered Entity.
 - c) “**Covered Entity**” shall mean Swift County Benson Hospital, Swift County Benson Home Health, Counseling Associates of West Central MN and the term “Covered Entity” or “CE”

shall have the meaning given under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103.

- d) **“Individual”** means the person who is the subject of PHI, and shall include a person who qualifies under the Privacy Rule as a personal representative of the Individual.
- e) **“Data Aggregation”** means the combination of some portion of the covered Entity’s Protected Health Information (PHI) with the Protected Health Information (PHI) of a separate covered entity for the purposes of data analysis with respect to the health care operations of those entities.
- f) **“Individually Identifiable Health Information”** means information that is a subset of health information, including demographic information, collected from an individual, and (i) is created or received by a healthcare provider, health, plan, employer, or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- g) **“Privacy Rule”** is defined in 45 CFR 160 and Subparts A and E of 45 CFR 164.
- h) **“Protected Health Information”** means that individually identifiable health information (including ePHI as defined below) of the Covered Entity that is created, used, disclosed, maintained, or received by the Business Associate, including demographic information, that identifies an individual, or provides a reasonable basis to believe the information can be used to identify an individual, and relates to:
 - (i) Past, present or future physical or mental health or condition of an individual
 - (ii) The provision of health care to an individual
 - (iii) The past, present, or future payment for the provision of health care to an individual excluding:
 - [a] Regarding a person who has been deceased for more than 50 years;
 - [b] Employment records held by Covered Entity in its role as employer;
 - [c] Education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g and student records described at 20 U.S.C. 1232g(a)(4)(B)(iv).
- i) **“Electronic Protected Health Information or “ePHI”** means that PHI of Covered Entity which is transmitted by Electronic Media (as defined in the HIPAA Privacy and Security Rule) or maintained in Electronic Media.

- j) **“Unsecured Protected Health Information”** means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L. 111-5 on the HHS website.
- k) **“Secretary”** shall mean the Secretary of the U.S. Department of Health and Human Services (DHHS) or his designee.
- l) **“Red Flag,” “Red Flags,” or Red Flag Rule”** refer to the rules and regulations developed under the Fair and Accurate Credit Transactions Act relating to the risk of identity theft.
- m) **“Security Rule”** is defined in 45 CFR 160 and Subparts A and C of 45 CFR 164.
- n) **Standard Transactions”** is defined in 45 CFR Part 162.
- o) **“Shall,” will,” and “must,”** as they are used in this Business Associate agreement, indicate an obligation to perform a term under the contract.
- p) **“Breach”** means the acquisition, access, Use, or Disclosure of protected health information (PHI) in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI. Protected Health Information is presumed to be compromised unless Covered Entity or Business Associate, as applicable, documents that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:
 - (iv) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (v) The unauthorized person who used the PHI or to the Disclosure was made;
 - (vi) Whether the PHI was actually acquired or viewed; and
 - (vii) The extent to which the risk to the PHI has been mitigated.

Breach excludes:

- (i) Any unintentional acquisition, access or Use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate if such acquisition, access, or Use was made in good faith and within the scope of authority and does not result in further Use or Disclosure in a manner not permitted under the Privacy Rule.
- (ii) Any inadvertent Disclosure by a person who is authorized to access PHI at a Covered Entity or Business Associate to another person authorized to access PHI at

the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such Disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.

- (iii) A Disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.

2. Applicability of Terms; Conflicts. This Agreement applies to all past, present, and future contracts and relationships between Business Associate and Client, written or unwritten, formal or informal, in which client provides any Protected Health Information to Business Associate in any form whatsoever. As of the Effective Date, this Agreement automatically amends all existing agreements between Business Associate and Client involving the use or disclosure of Protected Health Information whether or not specifically referenced therein. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any other agreement between Business Associate and client, with respect to HIPAA compliance, the provisions of this Agreement shall control unless Client specifically agrees to the contrary in writing. To the extent Business Associate is acting as a Business Associate of Covered Entity pursuant to this Agreement, the provisions of this Business Associate Agreement shall apply and Business Associate shall be subject to the penalty provisions specified in ARRA §13404.

3. Responsibilities of Business Associate.

3.1 Prohibition on Unauthorized Use or Disclosure of PHI. Business Associate shall not use or disclose any PHI received from or on behalf of Covered Entity except as permitted or required by the Agreement or this Agreement, as Required by Law, or as otherwise authorized in writing by Covered Entity. This prohibition on unauthorized use or disclosure includes, without limitation, the direct or indirect receipt of remuneration for the disclosure or use of PHI of an Individual unless such Individual has provided a valid, HIPAA-compliant authorization.

3.2 Permitted Uses and Disclosures of PHI. Except as described in Section 4, Business Associate may access, transmit, maintain, retain, modify, record, store, destroy or otherwise hold, use or disclose PHI only for the following purposes(s):

3.2.1 Functions and Activities on Clients Behalf. Business Associate is permitted to use or disclose PHI only for purposes authorized by Client.

3.2.2 Use of PHI for Business Associate's Operations and Data Aggregation. Business Associate may use PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may perform Data Aggregation services relating to the health care operations of Covered Entity only if Business Associate has received the separate and prior written consent of Covered Entity.

Business Associate may disclose PHI only to the extent that: (i) the disclosure is required or permitted by law and, additionally, would not violate the Privacy and

Security Rule under HIPAA set forth at 45 C.F.R. §160 and §164; or (ii) BA obtains assurances, evidenced by written contract, from any person or organization to which BA will disclose PHI that the person or organization will (a) hold such PHI in confidence and use or further disclose it only for the purpose for which BA disclosed it to the person or organization or as required by law; and (b) notify BA of any instance of which the person or organization becomes aware in which the confidentiality of such PHI is breached.

3.2.3 Minimum Necessary. Business Associate represents that the PHI requested, used, or disclosed shall be the minimum amount necessary to carry out the purposes of the agreement.

3.2.4 De-identification of PHI.

3.2.4.1 Creation of Use of De-identified Data. In the event Business Associate wishes to de-identify PHI, it must first submit its proposed plan for accomplishing the conversion to Covered Entity for Covered Entity's approval, which shall not be unreasonably withheld provided such conversion meets the requirements of 45 CFR § 164.514. Business Associate may use de-identified Phi only as directed or otherwise agreed to by Covered Entity.

3.2.4.2 Re-identification Prohibited. Unless otherwise agreed upon by the parties, in the event that Covered Entity provides Business Associate with de-identified PHI, Business Associate shall not be given access to, nor shall Business Associate attempt to develop on its own, any keys or codes that can be used to re-identify the data.

3.2.5 Use and Disclosure by Sub-contractors and Agents of Business Associate. If at any time PHI received from, or created or received by Business Associate on behalf of Covered Entity, is provided or made available by Business Associate to any of its Subcontractors, then Business Associate shall require each such Subcontractor to agree in writing to the same restrictions and conditions on the Use or Disclosure of PHI as are imposed on Business Associate by this Agreement and applicable law, including the HIPAA Privacy and Security Rules. Business Associate shall ensure that all such Subcontractors that create, receive, maintain, or transmit PHI will implement reasonable and appropriate safeguards to protect such PHI.

3.3 Safeguarding of PHI. Business Associate will develop, implement, maintain, use and comply with appropriate administrative, technical and physical safeguards and documentation requirements of HIPAA, to preserve the integrity and confidentiality of and to prevent non-permitted or violating use or disclosure of PHI, which is transmitted electronically. Business Associate shall also maintain policies and procedures to detect, prevent, and mitigate identity theft based on PHI or information derived from PHI. Business Associate shall cooperate in good faith in response to any reasonable requests from Covered Entity to discuss, review, inspect, or audit Business Associate's safeguards.

3.4 Confidential Treatment of Protected Health Information. All Protected Health Information which Business Associate receives from, accesses through, or creates for Client shall be kept confidential and shall not be used or disclosed by Business Associate for any purpose other than as specifically permitted under this Agreement. Business Associates shall comply with the administrative, physical and technical safeguard requirements under HIPAA, under Sections 164.308, 164.310, and 164.312 respectively, as well as the policy, procedure and documentation requirements of HIPAA. Business Associate shall require its employees, subcontractors and agents to maintain the confidentiality of PHI as outlined in this paragraph.

3.5 Use and Disclosure in Connection with Standard Transactions. If Business Associate conducts Standard Transaction for or on behalf of Client, 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 of the Code of Federal Regulation. 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 Client 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.

3.6 Ownership of Protected Health Information. Business Associate acknowledges and agrees that all PHI provided to Business Associate by Client, or created or received by Business Associate on behalf of Client, shall be owned exclusively by Client.

3.7 Responsibilities of Business Associate Relating to Access, Reporting, and Notifications to Covered Entity With Respect to Protected Health Information.

3.7.1 Report of Unauthorized Use or Disclosure of Protected Health Information by Business Associate. In furtherance of compliance with the Business Associate Notification provisions located at 45 CFR 164.410, Business Associate will report to the Privacy Officer of Client, in writing, any use and/or disclosure of PHI that is not permitted or required by this Agreement or which violates HIPAA of which BA becomes aware as soon as reasonably possible and without reasonable delay but in no event more than fifteen (15) business days after discovery by BA of such unauthorized use or disclosure or violation. In addition to the account and disclosure requirements of HIPAA, this reporting obligation shall include, without limitation, breaches by Business Associate, its employees, subcontractors, and/or agents. Each report of a breach will address the following: (i) identify the nature of the non-permitted or violating use or disclosure; (ii) identify the Protected Health Information used or disclosed; (iii) identify who made the non-permitted or violating use or disclosure; (iv) identify who received the non-permitted or violating use or disclosure; (v) identify what corrective action Business Associate took or will take to

prevent further non-permitted or violating uses or disclosures; (vi) identify what BA did or will do to mitigate any deleterious effect of the non-permitted or violating use or disclosure; and (vii) provide such other information as Client may reasonably request.

- 3.7.2 Report of Red Flags.** Business Associate shall notify the Privacy Officer of Client of any pattern, practice, or specific activity that indicates the possible existence of identity theft.
- 3.7.3 Report of Security Incidents and Unsuccessful Security Incidents.** Business Associate shall notify the Privacy Officer of Client of any unauthorized use, disclosure, modification, or destruction of information or interference with system operations as soon as practicable upon discovery by Business Associate but in no case later than (fifteen) 15 days after discovery of the incident or no later than fifteen (15) days after the time when such incident could have been reasonably discoverable. For security incidents which do not result in an outcome (Unsuccessful Security Incidents), the parties agree that this paragraph constitutes notice of such Unsuccessful Incidents. Such Unsuccessful Security Incidents include, without limitation, pings on a firewall, attempts to log into a system with an invalid username or password, the installation or existence of malware, and denial-of-service attacks regardless of whether a server is taken offline.
- 3.7.4 General Access by Client and/or Secretary of the United States Department of health and Human Services (“Secretary”).** Within five (5) business days, of receiving a written request from Client, or in a time and manner designated by the Secretary of Health and Human Services, Business Associate will make available to Client and/or the Secretary or any other officer of the Department of Health and Human Services to whom authority has been delegated its internal practices, books, records, and other documents relating to disclosures of PHI for inspection during regular business hours so that Client may meet its disclosure accounting obligations under HIPAA and/or so that the Secretary can determine Client’s compliance with HIPAA. Business Associate will maintain records related to disclosures of PHI for at least six years. Nothing in this section shall be deemed a waiver of any legally-recognized claim of privilege available to Client or Business Associate. In all events, Business Associate shall immediately notify Client upon receipt of Business Associate of any such requests from the Secretary, and shall provide copies of same.
- 3.7.5 Access by Client Related to Requests from Individuals Who are the Subject of Protected Health Information.** If Client requests that Business Associate furnish Client with access to any PHI about an individual contained in a Designated Record Set, then BA shall make available to Client such PHI within five (5) days of such request for so long as such information is maintained in the Designated Record Set.

In the event any individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Client and take no direct immediate action on any such request. If Client determines that an individual is to be granted

access to PHI, then BA shall cooperate with Client to provide to any individual, at Client's direction, any PHI requested by such individual. Denials of access to the PHI as requested by any individual shall be solely the responsibility of Client.

- 3.7.6 Availability of Protected Health Information for Amendment.** If Client requests that Business Associate amend any individual's PHI or a record regarding an individual contained in a Designated Record Set, then BA shall provide the relevant PHI to Client for amendment and incorporate any such amendments in the PHI as required by HIPAA.

In the event an individual requests directly to BA that PHI be amended, BA shall forward such request to Client within two (2) days of Business Associate's receipt of such request and shall take no direct immediate action on the request. All decisions to amend or deny requests for amendments to PHI shall be solely the responsibility of Client.

- 3.7.7 Accounting of Disclosures.** If Client requests that Business Associate furnish an accounting of disclosures of PHI made by Business Associate regarding an individual during the six (6) years prior to the date on which the accounting was requested, the BA shall, within ten (10) days of such request, make available to client such information as is in Business Associate's possession and is required for Client to make the accounting required by 45 CFR 164.528. At a minimum, Business Associate shall provide Client with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and if know, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such discloser which includes an explanation of the basis for such disclosure.

In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to Client and shall take no direct action on the request. All preparation and delivery of accountings requested by individuals shall be solely the responsibility of Client. Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.

- 3.7.8 Control of Demand Relating to Response to Subpoena for Protected Health Information.** If Business Associate receives a subpoena, civil or administrative demand, or any other demand for production of PHI, then BA shall notify Client within two (2) business days of receipt of such subpoena or demand. In addition, Business Associate shall relinquish to Client all control over any defense or assertion of statutory or common law privileges that may apply to any such subpoena or demand. This provision shall operate only to the extent any such subpoena or other demand involves PHI.

- 3.7.9 Stipulation Regarding Violation of this Agreement.** Business Associate acknowledges and agrees that legal or commercial damages remedies will be inadequate to address a violation of this Agreement involving the unauthorized use or

disclosure of PHI. In the event that Client seeks equitable or injunctive relief in response to Business Associate's violation of any provision of this Agreement, Business Associate shall agree to stipulate that the legal remedy is inadequate to Client's interest in the privacy and confidentiality of PHI, and that injunctive or other equitable remedies are necessary to prevent irreparable injury to Client and to the subjects of PHI.

4. Covered Entity's Obligations.

4.1 Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation in its Notice of Privacy Practices, to the extent such limitation affects Business Associate's permitted uses of Disclosures.

4.2 Individual Permission. Covered Entity shall notify Business Associate of changes in, or revocation of, permission by Individual to Use or disclose PHI, to the extent such changes affect Business Associate's permitted Uses or Disclosures.

4.3 Restrictions. Covered Entity shall notify Business Associate of any restriction in the Use or Disclosure of PHI to which Covered Entity has agreed, to the extent such restriction affects Business Associate's permitted Uses or Disclosures.

4.4 Requests. 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 used or disclosed by the Covered Entity.

5. Termination Provisions.

5.1 Survival; Continuing Privacy Obligation. Business Associate's obligation to protect the privacy of PHI is continuous and survives any termination, cancellation, expiration, or other conclusion of this Agreement or any other agreement between Business Associate and Client.

5.2 Termination for Breach. As provided in HIPAA, including 45 C.F.R 164.504 (e) (1) (ii), if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligation under this Business Associate Agreement, the non-breaching party shall first take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, the non-breaching party shall terminate this BA agreement if feasible. If such termination is not feasible, the non-breaching party shall report the alleged breach to the Secretary of Health and Human Services. In any case, the non-breaching party shall first notify the breaching party of any alleged material breaches of this BA agreement as soon as the breach is discovered, but in no case later than fifteen (15) days after the discovery of the material breach or 15 days after such breach was reasonably discoverable.

5.3 Return of Protected Health Information. Upon receipt of written demand from Client, Business Associate agrees to immediately return or destroy all PHI, including all PHI which Business Associate has disclosed to its employees, subcontractors, and/or agents.

Destruction shall include destruction of all copies including backup tapes and other electronic backup medium. In the event that the Business Associate indicates that it is not feasible to return the PHI, the Business Associate must notify the Client and the PHI must be protected in accordance with paragraph 3.4 of this agreement indefinitely.

6. General Provisions.

- 6.1 No Third Party Beneficiaries.** Business Associate and Client understand and agree that individuals who are the subject of PHI are not intended to be third party beneficiaries of this agreement.
- 6.2 Severability.** In the event that any provision of this agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this agreement.
- 6.3 Amendments; No waiver.** This Agreement may not be amended, altered, or modified except by written agreement signed by Business Associate and Client. No provision of this Agreement may be waived except by and agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
- 6.4 Authority.** The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.
- 6.5 Use of Name.** Except as specifically permitted below, neither Client nor Business Associate shall use the names or trademarks of the other party or of any of the respective party's affiliated entities in any advertising, publicity, endorsement, or promotion unless prior written consent has been obtained for the particular use contemplated.
- 6.6 Indemnification.** Client 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 person or property suffered as a result of wrongful acts or omissions of Client, its directors, officers, employees, agents, and successors. Business Associate agrees to hold Client harmless and indemnify Client, 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.
- 6.7 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 6.6 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, Client shall maintain general liability insurance sufficient to cover any liabilities arising from Client's indemnification obligation in Section 6.6 in amounts of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

6.8 Assignment. 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.

6.9 Relationship. The parties intend that Business Associate is and shall remain independent contractors with respect to the services to be provided pursuant to this Agreement. This Agreement is not intended to create, and shall not be construed as creating, the relationship of partners, joint ventures, principal-agent, or any other relationship other than independent contractors. Neither party shall have any liability for any obligation incurred or assumed by the other party. Neither Client personnel nor Business Associate personnel shall be eligible to participate in any benefit program provided by other.

7. Agreement Subject to Superseding Laws and Regulations. Any local, state, or federal law or regulation which invalidates or which is otherwise inconsistent with any of the terms of this Agreement, or which would cause one of the parties to be in violation of law if it performs its obligations under this Agreement shall be deemed to have superseded the terms of this Agreement; provided, however, the parties shall exercise their best efforts to conform the Agreement to such law and/or regulation, and to thereby effectuate the terms of this Agreement and the intent of the expected benefit to each of the parties to the greatest extent possible.

7.1 Captions. The captions under this Agreement are for the convenience of the parties only and are not intended to be used to interpret or construe the Agreement.

7.2 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below. Such Agreement shall be effective as of the Effective Date listed on Page 1.

BUSINESS ASSOCIATE:

Name of the BA: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

COVERED ENTITY/CLIENT:

Covered Entity: Swift County Benson Hospital

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Request for Board Action

BOARD MEETING DATE:
April 1, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Veteran Service Office	REQUESTOR: David Barrett	REQUESTOR PHONE: 320-842-5271
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Veterans Service Office Annual Report	
AGENDA YOU ARE REQUESTING TIME ON: 10:05 AM	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Attached is the Annual Report for the Veterans Service Office that will be reviewed at the April 1 st meeting.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review prior to meeting	RECOMMENDATIONS: Review and discuss at the meeting
COMMENTS: None	COMMENTS: None

2014 Swift County Veterans Service Report

April 1st 2014, 10:05 A.M.

Budget

	<u>Budgeted</u>	<u>Actual</u>	<u>Percent Used</u>
2011	\$142,771	\$139,830	98%
2012	\$153,078	\$128,976	84%
2013	\$145,518	\$123,770	85%

* NOTE: 2013 actual expenses reduced by: receipts returned to general fund, HRA Fee, & Grant Funds used for direct costs of Veterans Van Fuel

- 2013 realized \$5000 fee from HRA
- FY 14 Operational Grant \$7500 (\$2752 spent to date)

- 2013 Veterans Van

- 70 Van Trips

- Van Donations Returned to General Fund

2011 \$4844

2012 \$3636

2013 \$4129

- MN State Soldiers Assistance optical, dental, special needs, mort. Payments, storm grant

2011 \$ 5,272

2012 \$10,796

2013 \$44,229

SSAP 2013 Break Down

Wind Storm \$ 24,833.69

Mortgage \$ 4,530.21

Home Fuel \$ 373.28

Optical \$ 1,531.00

Dental \$ 12,961.00

- Medical, Education, Compensation & Pension for Swift (\$ in 000's)

	<u>2011</u>	<u>2012</u>
Veteran Pop.	965	898
Medical	\$ 2.515	\$ 2.042
Education & Employment	\$.175	\$.166
Compensation & Pension	\$ 2.738	\$ 2.561
Insurances	\$.061	\$.043
<u>Total of all benefits (millions):</u>	<u>\$ 5.488</u>	<u>\$ 4.811</u>

Office Initiatives:

Fagen Air Museum Visit / PBS Postcards

Office Administrator Received New Computer through MN DOT

VA going digital

FY 14 Grant

Scheduled Deployment, late August 2013 to mid February 2014

- Questions?

Welcome to the On-Line State Soldiers Assistance Program



Search My County My Profile My Reports My Certification Log Out

Swift County Expenditures for 12/31/2012 through 01/01/2014

Please Enter a Valid BEGINNING DATE in The Field Below

Please Enter a Valid ENDING DATE in The Field Below

12/31/2012
Enter as: mm/dd/yyyy

01/01/2014
Enter as: mm/dd/yyyy

Generate Report

- MDVA Dept Home
- CVSO Directory
- SSAP Monthly Report
- SSAP Yearly Report
- by Calendar Year
- On-Line Forms
- Get a DD214

1 / 1 Main Report 100%

3/26/2014

SS NUM	Date Printed	Line #	CG #	YO #	Amount	Description
[REDACTED]	01/15/2013	1		V184823	\$4,530.21	SHEL 1/15/2013 1/15/2013
[REDACTED]	01/15/2013	2		V184824	\$373.28	GAS
[REDACTED]	02/13/2013	13		V185275	\$192.00	DENTAL FOR [REDACTED]
[REDACTED]	02/25/2013	14		V185396	\$157.00	DENTAL FOR [REDACTED]
[REDACTED]	03/05/2013	14		V185604	\$156.00	DENTAL FOR [REDACTED]
[REDACTED]	03/21/2013	13		V185880	\$330.00	DENTAL FOR [REDACTED]
[REDACTED]	04/12/2013	1		V186264	\$166.00	DENTAL FOR [REDACTED]
[REDACTED]	04/24/2013	2		V186386	\$400.00	OPTICAL FOR [REDACTED]
[REDACTED]	06/04/2013	3		V187206	\$973.00	EXTRACTION FOR [REDACTED]
[REDACTED]	06/25/2013	3		V187573	\$1,027.00	EXTRACTION FOR [REDACTED]
[REDACTED]	06/27/2013	12		V187630	\$400.00	OPTICAL FOR [REDACTED]
[REDACTED]	07/23/2013	11		V187994	\$334.00	OPTICAL FOR [REDACTED]
[REDACTED]	08/01/2013	1	C117647		\$1,000.00	REIMB TORNADO
[REDACTED]	08/01/2013	1	C117633		\$1,000.00	REIMB TORNADO
[REDACTED]	08/01/2013	4		V188095	\$3,000.00	DENTURES FOR [REDACTED]
[REDACTED]	08/13/2013	1	C117661		\$875.00	REIMB TORNADO
[REDACTED]	08/14/2013	1	C117667		\$855.00	REIMB TORNADO
[REDACTED]	08/21/2013	6	C117675		\$1,000.00	REIMB TORNADO
[REDACTED]	08/21/2013	9	C117674		\$525.00	REIMB TORNADO
[REDACTED]	09/03/2013	1	C117688		\$1,000.00	REIMB TORNADO
[REDACTED]	09/04/2013	2		V188662	\$565.00	DENTAL FOR [REDACTED]
[REDACTED]	09/05/2013	1	C117697		\$951.51	REIMB TORNADO
[REDACTED]	09/05/2013	1	C117698		\$1,000.00	REIMB TORNADO
[REDACTED]	09/12/2013	1	C117718		\$1,000.00	REIMB TORNADO
[REDACTED]	09/12/2013	1	C117719		\$1,000.00	REIMB TORNADO
[REDACTED]	09/13/2013	1	C117723		\$750.00	REIMB TORNADO
[REDACTED]	09/18/2013	1	C117730		\$374.06	REIMB TORNADO
[REDACTED]	09/26/2013	1	C117741		\$1,000.00	REIMB TORNADO
[REDACTED]	10/04/2013	8	C117752		\$1,000.00	REIMB TORNADO
[REDACTED]	10/04/2013	1	C117753		\$1,000.00	REIMB TORNADO
[REDACTED]	10/04/2013	1	C117754		\$1,000.00	REIMB TORNADO
[REDACTED]	10/09/2013	1	C117760		\$984.01	REIMB TORNADO
[REDACTED]	10/11/2013	1	C117772		\$803.50	REIMB TORNADO
[REDACTED]	10/11/2013	15		V189382	\$173.00	DENTAL FOR [REDACTED]
[REDACTED]	10/11/2013	1	C117775		\$508.00	REIMB TORNADO
[REDACTED]	10/14/2013	1	C117783		\$1,000.00	REIMB TORNADO
[REDACTED]	10/15/2013	1	C117788		\$1,000.00	REIMB TORNADO
[REDACTED]	10/15/2013	1	C117789		\$1,000.00	REIMB TORNADO
[REDACTED]	10/15/2013	1	C117795		\$1,000.00	REIMB TORNADO
[REDACTED]	10/15/2013	1	C117798		\$1,000.00	REIMB TORNADO
[REDACTED]	10/16/2013	2	C117807		\$418.86	REIMB TORNADO
[REDACTED]	10/16/2013	1		V189474	\$522.00	DENTAL FOR [REDACTED]
[REDACTED]	10/23/2013	1	C117816		\$1,000.00	REIMB TORNADO
[REDACTED]	10/25/2013	15		V189701	\$458.00	DENTAL FOR [REDACTED]
[REDACTED]	11/15/2013	1	C117838		\$788.75	REIMB TORNADO
[REDACTED]	11/15/2013	18		V190033	\$95.00	EXTRACTION FOR [REDACTED]
[REDACTED]	12/09/2013	15		V190373	\$242.00	DENTAL FOR [REDACTED]
[REDACTED]	12/09/2013	17		V190372	\$3,000.00	DENTURES FOR [REDACTED]
[REDACTED]	12/23/2013	9		V190624	\$397.00	OPTICAL FOR [REDACTED]
[REDACTED]	12/23/2013	18		V190622	\$1,905.00	EXTRACTION FOR [REDACTED]
Grand Total:					\$44,229.18	



Request for Board Action

BOARD MEETING DATE:
April 1, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Discussion on the use of ATVs on County Roads	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Commissioner Hendrickx requested that the board discuss the possibility of allowing ATVs on County Roads. Attached is a copy of the Renville County Ordinance that was recently adopted allowing for the use of ATVs on County Roads.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Review and discuss
COMMENTS: n/a	COMMENTS: None

RENVILLE COUNTY

SPECIAL VEHICLE USE ON DESIGNATED COUNTY ROADWAYS

An Ordinance relating to and regulating the use and operation of all-terrain vehicles, mini-trucks, utility task vehicles, or motorized golf carts on designated Renville County highways and roadways under its jurisdiction.

SECTION 1. PURPOSE AND INTENT

This Ordinance is adopted pursuant to authorization and policies contained in Minnesota Statutes, Section 169.045, as amended, to allow special vehicle use on designated roadways under the jurisdiction of Renville County. This Ordinance is adopted for the purposes of:

1. Authorizing the operation of all-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts on designated County roadways within Renville County, Minnesota.
2. Providing an economic benefit to Renville County citizens by allowing operation of all-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts on designated County roadways to access our cities, businesses, golf courses, parks, and trails.
3. Restricting all-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts from operating in ditch bottoms and along right-of-way slopes to ensure the integrity of the roadway system from excessive erosion and to allow the mowing and baling of grass along County roadways.

SECTION 2. DEFINITIONS

For the purpose of this Ordinance, certain words and phrases are defined as follows:

All-Terrain Vehicle (ATV) – An all-terrain vehicle has the meaning given in Minnesota Statutes, Section 84.92.

Board – The Renville County Board of County Commissioners.

City – The cities of Renville County, Minnesota.

County – Renville County, Minnesota.

Designated County Roadway Map – The official County map, approved by the Renville County Board of County Commissioners as part of this Ordinance, indicating all County highways and roads or portions thereof designated for the operation of all-terrain vehicles, mini-trucks, utility task vehicles, or motorized golf carts.

Designated County Roadways – All highways and roads or portions thereof, under the jurisdiction of the Renville County Board of County Commissioners, authorized by Ordinance for the operation of all-terrain vehicles, mini-trucks, utility task vehicles, or motorized golf carts. This definition does not include the designation and operation of all-terrain vehicles, mini-trucks, utility task vehicles, or motorized golf carts on federal or state highways, township roads, or city streets.

Mini-Truck – A mini-truck has the meaning given in Minnesota Statutes, Section 169.011, Subd. 40a.

Motorized Golf Cart – A self-propelled motor vehicle designed and manufactured for sporting and recreational purposes that typically is not capable of exceeding speeds of 20 miles per hour.

Public Road Right-of-Way – The entire right-of-way of a public road, including the traveled portions, banks, ditches, shoulders, and medians of a roadway, which is not privately owned.

Renville County Special Vehicle Use Permit – A permit issued by Renville County allowing the use of all-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts on designated County roadways in Renville County.

Roadway – That portion of a County road or highway improved, designed, or ordinarily used for vehicular travel, exclusive of the shoulder.

Utility Task Vehicle (UTV) – A utility task vehicle means a side-by-side, four-wheel drive, off-road vehicle that has four wheels, is propelled by an internal combustion engine with a piston displacement capacity of 1,200 cubic centimeters or less, and has a total dry weight of 1,800 but less than 2,600 pounds.

SECTION 3. COUNTY PERMIT REQUIRED

1. Unless otherwise legally permitted, no person shall operate all-terrain vehicles, mini-trucks, utility task vehicles, or motorized golf carts on designated County roadways, or portions thereof, without a valid, current, unrevoked Renville County Special Vehicle Use Permit.
2. Permit Application. Application for a Renville County Special Vehicle Use Permit must be made on a form supplied by the County and must contain the following information for each all-terrain vehicle, mini-truck, utility task vehicle, or motorized golf cart permitted:
 - A. Date of application.
 - B. The name, address, phone number, and email address of the registered vehicle owner.

- C. Year, make, model, and DNR registration, vehicle identification, or serial number of the vehicle to be permitted.
 - D. Proof of vehicle insurance.
 - E. Such other information as the Board may require.
3. Permit Fees. The Board may establish an annual fee for a permit.
 4. Term of Permit. Permits are valid for two calendar year(s) beginning January 1 and ending December 31 of the last year the permit is valid. Vehicle owners are responsible for renewal of the Renville County Special Vehicle Use Permit every two years.
 5. Proof of Permit. Permit decals shall be located on a plate that is clearly visible on the back of the all-terrain vehicle, mini-truck, utility task vehicle, or motorized golf cart.
 6. Exemptions. The provisions of this Ordinance shall not apply to the use of all-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts used by governmental agencies in the pursuit of their duties or during emergency use and during an organized and approved parade.

SECTION 4. OPERATING CONDITIONS

1. Operation on Designated County Roadways. All-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts may only be operated on designated County roadways, as noted on the Designated County Roadway Map, with an approved Renville County Special Vehicle Use Permit. Operation on federal and state highways and roads and streets under the jurisdiction of a city or township is not permitted by this Ordinance.
2. Regulations for Operation. All-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts must be operated on the extreme right-hand side of a designated County roadway, making left turns across the roadway only if it is safe to do so under prevailing conditions. All-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts shall not be operated on the inside slope, ditch bottom, or outside slope of the right-of-way, unless such operation is otherwise permitted by appropriate signage.
3. Times of Operation. All-terrain vehicles, utility task vehicles, and motorized golf carts may only be operated on designated County roadways from sunrise to sunset unless equipped with original equipment headlamps, tail lamps, and rear-facing brake lamps. They shall not be operated in inclement weather or when visibility is impaired by weather, smoke, fog, or other conditions, or at any time when there is insufficient light to clearly see persons and vehicles on the roadway at a distance of 500 feet. Mini-trucks are not restricted from operation at night or in inclement weather.

4. Required Equipment on Mini-Trucks. A mini-truck may be operated on designated County roadways if it is equipped with the following:
 - A. At least two headlamps.
 - B. At least two tail lamps.
 - C. Front and rear turn-signal lamps.
 - D. An exterior mirror mounted on the driver's side of the vehicle and either:
 - i. An exterior mirror mounted on the passenger's side of the vehicle, or
 - ii. An interior mirror.
 - E. A windshield.
 - F. A seatbelt for the driver and front passenger.
 - G. A parking brake.
5. Required Equipment on Motorized Golf Carts. Motorized golf carts shall display the slow-moving vehicle emblem provided for in Minnesota Statutes, Chapter 169.522, and shall be equipped with a rear-view mirror when operated on designated County roadways.
6. Required Equipment on All-Terrain and Utility Task Vehicles. All-terrain and utility task vehicles shall be equipped with a rear-view mirror when operated on designated County roadways.
7. Crossing Intersecting Highways. The operator of an all-terrain vehicle, mini-truck, utility task vehicle, or motorized golf cart, who has attained a Renville County Special Vehicle Use Permit, may cross any street or highway intersecting a designated County roadway.
8. Application of Traffic Laws. Every person operating an all-terrain vehicle, mini-truck, utility task vehicle, or motorized golf cart, who has attained a Renville County Special Vehicle Use Permit to operate on designated County roadways, has all the rights and duties applicable to the driver of any other vehicle under Minnesota Statutes, except when those provisions cannot reasonably be applied to all-terrain vehicles, mini-trucks, utility task vehicles, or motorized golf carts and except as otherwise specifically provided in Minnesota Statutes, Section 169.045, Subd. 7.
9. Application of Other Laws. Every person operating an all-terrain vehicle, mini-truck, utility task vehicle, and motorized golf cart who has attained a Renville County Special Vehicle Use Permit to operate on designated County roadways shall abide by the provisions of all Minnesota statutes and rules governing the vehicle's use and operation

requirements including but not limited to Minnesota Statutes, Chapter 169 (Traffic Regulations), and Minnesota Statutes, Chapter 84.92 – 84.929 (All-Terrain Vehicles), as amended.

10. **Non-Application of Certain Laws.** The provisions of Minnesota Statutes, Chapter 171, are applicable to persons operating mini trucks but are not applicable to persons operating all-terrain vehicles, utility task vehicles, or motorized golf carts, who have attained a Renville County Special Vehicle Use Permit to operate on designated County roadways, pursuant to this Ordinance. Except for the requirements of Minnesota Statutes, Section 169.70, the provisions of this chapter relating to equipment on vehicles are not applicable to all-terrain vehicles, utility task vehicles, or motorized golf carts operating, under permit, on designated County roadways.
11. **Speed Limit.** No person shall drive or operate an all-terrain vehicle, mini-truck, utility task vehicle, or motorized golf cart on a designated County roadway at a speed in excess of 40 miles per hour or at a speed greater than is reasonable and prudent under the conditions.
12. **Insurance.** Owners and operators of all-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts shall be able to furnish evidence of insurance coverage pursuant to Minnesota Statutes, Section 65B.48, as amended.
13. **Age and License Requirements.** Every person operating a utility task vehicle or motorized golf cart on a designated County roadway must be at least 16 years of age and have successfully completed a state-approved drivers' education course or a certified all-terrain vehicle safety training course. A driver's license is required to operate an all-terrain vehicle or mini-truck on a designated County roadway.

SECTION 5. PERMIT SUSPENSION

Renville County Special Vehicle Use Permits may be temporarily suspended by the Board or County Sheriff if it is determined that use of designated County roadways by all-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts is a threat to public safety.

SECTION 6. PERMIT REVOCATION

A Renville County Special Vehicle Use Permit may be revoked for any of the following reasons:

1. Violation of any requirements of this Ordinance.
2. There is evidence that the permittee cannot safely operate the all-terrain vehicle, mini-truck, utility task vehicle, or motorized golf cart on a designated County roadway.
3. Violation of any Minnesota laws or rules governing vehicle use and operation requirements including but not limited to provisions of Minnesota Statutes, Chapter 171, Chapter 169, or Chapter 84.92 – 84.929, as amended.

SECTION 7. RIGHT TO APPEAL

A permit applicant or permittee may appeal, in writing within five business days, the denial or revocation of a Renville County Special Vehicle Use Permit to the Board. The Board shall conduct a hearing within 30 days after the written appeal has been filed. The appealing party shall receive notice of the time and place of the meeting at least 10 days prior to the public hearing. The Board shall determine whether there is sufficient cause to support the denial or revocation of the Renville County Special Vehicle Use Permit. The Board shall make written findings in support of its decision immediately following the hearing, which shall be final.

SECTION 8. VIOLATION / PENALTY

Violations of any requirements of this Ordinance are petty misdemeanors, except that violations committed under circumstances that endanger or are likely to endanger persons or property are a misdemeanor.

SECTION 9. EFFECTIVE DATE

The regulations contained in this Ordinance shall become effective from and after their publication according to law.