

**FILLMORE COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
December 17, 2019**

Fillmore County Courthouse, 101 Fillmore Street – Preston, MN

\*\*\*\*\*

Mitch Lentz – First District

Larry Hindt – Third District

Randy Dahl – Second District

Duane Bakke – Fourth District

Marc Prestby – Fifth District

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9:00 a.m.     Pledge of Allegiance  
                  Approve agenda

Approve Consent Agenda:

1. December 3, 2019 County Board minutes
2. December 3, 2019 Truth in Taxation Public Hearing minutes
3. Closure of County Road 21 for Holiday Parade in Canton on December 14, 2019  
preapproved by Sheriff and Highway Engineer
4. Overnight stay (3 nights) for Auditor/Treasurer, Heidi Jones to attend annual MACO  
Conference February 11-13, 2020

Approve Commissioners' Warrants  
Review Finance Warrants

9:05 a.m.     Lori Affeldt, Finance Director  
                  1. Discussion with possible action regarding end of year warrants process

9:15 a.m.     Heidi Jones, Auditor/Treasurer  
                  1. Update on Presidential Nomination Primary Cost Estimate  
                  2. Update on State of Minnesota Election Grant  
                  3. 2020 Elected Official salary request

9:30 a.m.     Citizens Input

9:35 a.m.     Dave Kiehne, Recorder  
                  1. 2020 Elected Official salary request

9:50 a.m.     Ron Gregg, Highway  
                  1. Request approval to pay delivery costs for TDA Green Aggregate (shredded tires, light  
weight fill) for the Land Bridge Project on CSAH 5, SAP 023-605-038

10:00 a.m.     Kevin Olson, Social Services  
                  1. Consider approval of the 2020 Contract between WDI and Fillmore County  
                  2. Consider approval of the 2020 Contract between Hiawatha Valley and Fillmore County  
                  3. Discussion regarding SUD and IMD accounting error by DHS  
                  4. Discussion regarding Refugee Resettlement  
                  5. Consider approval to accept 2020 Targeted Case Management between Fillmore County  
and Zumbro Valley Mental Health  
                  6. Consider approval to accept 2020 Crisis Management between Fillmore County and  
Zumbro Valley Mental Health

FILLMORE COUNTY BOARD OF COMMISSIONERS

December 17, 2019 Meeting Agenda

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- 10:30 a.m. Drew Hatzenbihler, Sanitation  
1. Discussion with possible action regarding updated pricing and tipping fee for 2020
- 10:45 a.m. John DeGeorge, Sheriff  
1. Axon Taser Replacement Purchase to be paid from DWI Forfeiture Funds  
2. 2020 Motorola Service Agreement to be paid from 911 grant funds  
3. 2020 Ancom Service Contract to be paid from 911 grant funds
- 11:00 a.m. Kristina Kohn, Human Resources Officer  
1. Discussion with possible action regarding 2020 phone stipends  
2. Request to hire Sandy Solberg to regular status 0.5 FTE employee effective 1/1/2020 as requested by the County Recorder
- 11:15 a.m. Bobbie Vickerman, County Administrator  
1. Discussion with possible action regarding contract for temporary County Assessor  
2. Discussion with possible action regarding office agreement for Women's Shelter  
3. Discussion with possible action regarding 2020 salary increase for non-union positions and Commissioners at 2.5%  
4. Discussion with possible action regarding Leadership Growth Group participation  
5. Consider resolution for 2020 Fillmore County Budget  
6. Consider resolution for 2020 Fillmore County Levy

**\*\* Annual Road Tour will occur immediately after Board \*\***

Calendar review, Committee Reports and Announcements

**Meetings: (Conference Room 102U, Fillmore County Courthouse unless otherwise indicated)**

|                 |          |                                                           |                       |
|-----------------|----------|-----------------------------------------------------------|-----------------------|
| December 18     | 9:00 am  | Basin Alliance, Rochester                                 | <i>Bakke</i>          |
|                 | 12:00 pm | DFO Joint Powers Board, Rochester                         | <i>Bakke, Prestby</i> |
|                 | 4:30 pm  | Economic Development Authority                            | <i>Lentz, Hindt</i>   |
| December 19     | 1:00 pm  | Historical Society, Fountain                              | <i>Bakke</i>          |
| December 23     | 6:00 pm  | Zumbro Valley Health Center, Rochester                    | <i>Lentz</i>          |
| December 24     | 12:00 pm | County Offices CLOSED                                     |                       |
| December 25     | All Day  | County Offices CLOSED                                     |                       |
| January 1, 2020 | All Day  | County Offices CLOSED                                     |                       |
| January 7       | 9:00 am  | County Board of Commissioners - Annual Meeting, Boardroom | <i>All</i>            |

This is a preliminary draft of the December 3, 2019, minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

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The Board of County Commissioners of Fillmore County, Minnesota met in special session this 3<sup>rd</sup> day of December, 2019, at 3:00 p.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Commissioners Duane Bakke, Marc Prestby, Larry Hindt, Randy Dahl and Mitch Lentz. Also present were: Bobbie Vickerman, Administrator/Clerk; Lori Affeldt, Finance Director; Jessica Erickson, Director of Nursing; Brenda Pohlman, Health Educator; Kevin Olson, Social Services Manager; Brett Corson, Attorney; Brian Hoff, Property Appraiser; Ron Gregg, Highway Engineer; Sheriff John DeGeorge; Lance Boyum, Chief Deputy; Kristina Kohn, Human Resources; Bonita Underbakke; Gretchen Mensink, Republican Leader and Karen Reisner, Fillmore County Journal.

The Pledge of Allegiance was recited.

On motion by Dahl and seconded by Hindt, the amended agenda was unanimously approved.

On motion by Prestby and seconded by Lentz, the Board unanimously approved the following Consent Agenda:

1. November 26, 2019 County Board Minutes

On motion by Dahl and seconded by Lentz, the Board unanimously approved the Commissioners' Warrants.

The Finance Department warrants were reviewed.

A Tobacco Prevention and Control Presentation was given by Jessica Erickson, Public Health Director and Brenda Pohlman, Health Educator.

The Citizen's Input portion of the meeting was opened and closed at 3:38 p.m. as no one was present to speak.

On motion by Dahl and seconded by Lentz, the Board voted unanimously to accept screening grant funds in the amount of \$23,173.00 from the Department of Human Services, as presented by Kevin Olson, Social Services Manager.

An elected official conference was conducted with Brett Corson, County Attorney. He provided a summary of his experience, legal duties, and responsibilities. County Attorney Corson is requesting \$123,000 for his 2020 salary in comparison to his 2019 salary of \$118,000, which is 4.24%.

Ron Gregg, Highway Engineer was present.

On motion by Prestby and seconded by Dahl, the Board unanimously awarded the culvert replacement project on County Road No. 101 in Jordan Township, LOST 1339-101 to the lowest possible bidder, Minnowa Construction in the amount of \$107,753.15.

On motion by Dahl and seconded by Lentz, the Board unanimously awarded the culvert replacement project on County Road No. 104 in Pilot Mound Township, LOST 88935-104 to the lowest responsible bidder, Minnowa Construction in the amount of \$169,826.85.

On motion by Prestby and seconded by Lentz, the Board unanimously awarded the Canton Township Culvert Replacement project SAP 023-599-207 to the lowest responsible bidder, Minnowa Construction in the amount of \$247,780.95.

On motion by Dahl and seconded by Lentz, the Board unanimously awarded the 2020 Bituminous Seal Coat projects to the lowest responsible bidder, Scott Construction in the amount of \$1,049,952.94.

On motion by Dahl and seconded by Hindt, the Board unanimously approved the purchase of a 2019 Mack Granite 64FR tandem axle truck from Nuss Truck and Equipment in the amount of \$130,974.00, at this time Gregg is recommending to not trade in the 2005 Sterling L6511.

On motion by Hindt and seconded by Dahl, the Board unanimously approved the purchase of the snow plow equipment for the new tandem axel truck from Universal Truck Equipment in the amount of \$115,578.00.

On motion by Dahl and seconded by Lentz, the following resolution was unanimously adopted:

**RESOLUTION 2019-049:** Final payment in the amount of \$22,186.44 on the Bridge Replacement Project on CSAH 12, SP 023-612-041.

Discussed setting up a road tour for either the afternoon of December 17<sup>th</sup> or the morning of December 24<sup>th</sup>, Vickerman will coordinate with everyone's schedules.

Sheriff DeGeorge and Chief Deputy Boyum were present.

An elected official conference was conducted with John DeGeorge, Sheriff. He provided a summary of the goals and accomplishments. DeGeorge discussed his goals for 2020, he noted that he felt that the goals are for both he and his Chief Deputy. He is requesting \$108,045 for his 2020 salary. The base salary would be \$102,045, with an additional \$6,000 stipend for his role as Assistant Emergency Manager. His 2019 overall salary was \$103,500; this would be a 4.39% increase.

DeGeorge requested that the County Board set the 2020 Chief Deputy salary at 95% of that expected average, which is \$92,712. His 2019 salary was \$83,237.15; this would be an 11.38% increase.

On motion by Prestby and seconded by Dahl, the Board unanimously approved \$3,290.48 to EATI for equipment and setup of 2019 Dodge Charger administrative car.

Kristina Kohn, Human Resources updated the Board regarding the County Assessor position. Karla Ambrose has declined the position due to personal reasons. Vickerman will seek out options for contracting with another county temporarily and noted that they do have another Assessor that may be interested in the position.

A review of the calendar was done with the following committee reports and announcements given:

Discussed AMC Annual Conference logistics.

AMC – Health and Human Services teleconference - Lentz

On motion by Lentz and seconded by Dahl, the Chair adjourned the meeting at 4:52 p.m.

## **FILLMORE COUNTY COMMISSIONERS' MINUTES**

**December 03, 2019**

This is a preliminary draft of the December 3, 2019 Truth in Taxation minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

\*\*\*\*\*

The Board of County Commissioners of Fillmore County, Minnesota met in special session for the purposes of a Truth in Taxation Public Hearing, pursuant to MN Statutes, this 3<sup>rd</sup> day of December, 2019 at 6:30 p.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Commissioners Duane Bakke, Marc Prestby Randy Dahl, Mitch Lentz, and Larry Hindt. Also present were: Bobbie Vickerman, Administrator/Clerk; Brian Hoff, Roxane Alden, and David Enright, Property Appraisers; Heidi Jones, Auditor/Treasurer; Sheriff John DeGeorge; Lori Affeldt, Finance Director; Ron Gregg, Highway Engineer; Jessica Erickson, Director of Nursing; Kevin Olson, Social Services Manager; Drew Hatzenbihler, Sanitation; Bonita Underbakke; Eunice Biel; Steven Duxbury; Kent Duxbury; Duane Fetterly; Paul Hardwick; Robert Howard; Tom Howard; Jodine Freese; Karen Reisner, Fillmore County Journal; and Gretchen Mensink, Republican Leader.

The Chair called the 2020 Fillmore County Truth in Taxation Public Hearing to order at 6:30 p.m.

The Pledge of Allegiance was recited.

Bobbie Vickerman, County Administrator, reviewed the following with a power point presentation:

- Review of 2019 Operations
- Performance Measures Report Results Summary
- Planned 2020 Operations
- 2020 Preliminary Expenditures and Trends
- 2020 Preliminary Revenues and Trends
- 2020 Proposed Budget & Levy

On motion by Lentz and seconded by Dahl, the Chair adjourned the meeting at 7:11 p.m.

# AGENDA

## Hotel Information

MACO has negotiated a special room rate for those wishing to stay at the DoubleTree during the conference. **The rate is \$115+tax/night.** To get this discount, you must call the hotel directly and ask for "the MACO conference rate." **Hurry, this rate will expire January 16, 2020 or when the room block is exhausted, whoever comes first.** Call to reserve your room at 952-835-7800.

Visit the MACO website at [www.mncounty.org](http://www.mncounty.org) for a complete schedule and speaker details.

## Tuesday, February 11

|                            |                                                                                          |
|----------------------------|------------------------------------------------------------------------------------------|
| <b>8:00 am - 5:00 pm</b>   | MACO Registration                                                                        |
| <b>8:00 - 9:00 am</b>      | Ditch Committee Meeting                                                                  |
| <b>8:00 - 10:00 am</b>     | MACO Vitals Session                                                                      |
| <b>9:00 - 10:00 am</b>     | MCRA Executive Board Meeting;<br>Finance Accounting Committee Meeting                    |
| <b>10:00 - 11:30 am</b>    | Tax Forfeiture Committee;<br>MCRA Communications & Technology Committee;<br>MOMS Meeting |
| <b>11:30 am - 12:00 pm</b> | Day at the Capitol 101                                                                   |
| <b>12:00 - 4:00 pm</b>     | Day at the Capitol                                                                       |

## Wednesday, February 12

|                            |                                                                                     |
|----------------------------|-------------------------------------------------------------------------------------|
| <b>7:30 am - 5:00 pm</b>   | Registration                                                                        |
| <b>7:30 - 8:30 am</b>      | Continental Breakfast                                                               |
| <b>8:30 - 9:30 am</b>      | <b>Keynote Speaker: Courtney Godfrey, How Your Attitude Determines Your Outcome</b> |
| <b>9:30 - 10:00 am</b>     | Vendor Break                                                                        |
| <b>10:00 - 11:30 am</b>    | <b>General Session: MCIT Safety Session</b>                                         |
| <b>11:30 am - 12:30 pm</b> | Lunch                                                                               |
| <b>12:30 - 1:00 pm</b>     | AMC Presents                                                                        |
| <b>1:00 - 2:30 pm</b>      | <b>General Session: DigiKey Presentation</b>                                        |
| <b>2:30 - 3:00 pm</b>      | Vendor Break                                                                        |
| <b>3:00 - 4:30 pm</b>      | <b>General Session: Top 20 Things Counties Sued For</b>                             |
| <b>4:30 - 5:30 pm</b>      | <b>MCRA Afternoon Session: MCRA Legislative Committee Meeting</b>                   |
| <b>5:30 - 6:30 pm</b>      | Reception in Vendor Area                                                            |
| <b>6:30 - 10:00 pm</b>     | Banquet & Awards                                                                    |

## Thursday, February 13

|                          |                                                                                                                                                                                                                                                                                |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>7:00 am - 4:30 pm</b> | Registration                                                                                                                                                                                                                                                                   |
| <b>7:00 - 8:00 am</b>    | Continental Breakfast                                                                                                                                                                                                                                                          |
| <b>7:15 - 8:00 am</b>    | MACATFO Executive Board Meeting                                                                                                                                                                                                                                                |
| <b>8:00 - 9:00 am</b>    | <b>MACATFO Morning Session: Legislative Update - Through the Looking Glass</b>                                                                                                                                                                                                 |
| <b>8:00 - 9:30 am</b>    | <b>General Session: Current State of CyberSecurity</b>                                                                                                                                                                                                                         |
| <b>9:00 - 9:30 am</b>    | <b>MACATFO Morning Session: License Committee - An Introduction</b>                                                                                                                                                                                                            |
| <b>9:30 - 10:00 am</b>   | Vendor Break                                                                                                                                                                                                                                                                   |
| <b>10:00 - 11:00 am</b>  | <b>MCRA Morning Session: Navigating Legislature &amp; Statutory Seas;</b><br><b>MACATFO Morning Session: A State Wide Property Tax System: The Future, a Fantasy or a Nightmare?</b>                                                                                           |
| <b>11:00 - 12:00 pm</b>  | <b>MCRA Morning Session: Department of Health Well Certificates;</b><br><b>MACATFO Morning Session: To Do List - New Members;*</b><br><small>*attendees must have been in their position for less than four years</small><br><b>MACATFO Morning Session: OSA Working Group</b> |
| <b>12:00 - 1:30 pm</b>   | Lunch with Vendors                                                                                                                                                                                                                                                             |
| <b>1:30 - 3:00 pm</b>    | <b>MCRA Afternoon Session: Role of the Recorder</b>                                                                                                                                                                                                                            |
| <b>1:30 - 2:30 pm</b>    | <b>MACATFO Afternoon Session: MAGIC Fund - An Insider's Look</b>                                                                                                                                                                                                               |
| <b>2:30 - 3:15 pm</b>    | <b>MACATFO Afternoon Session: Election Update - PNP</b>                                                                                                                                                                                                                        |
| <b>3:15 - 3:30 pm</b>    | Break                                                                                                                                                                                                                                                                          |
| <b>3:30 - 4:30 pm</b>    | MCRA Business Meeting;<br><b>MACATFO Afternoon Session: Election Working Groups</b>                                                                                                                                                                                            |
| <b>4:30 - 5:30 pm</b>    | MACATFO Business Meeting                                                                                                                                                                                                                                                       |
| <b>6:00 - 9:00 pm</b>    | Casino Night                                                                                                                                                                                                                                                                   |

## Friday, February 14

|                         |                                                                           |
|-------------------------|---------------------------------------------------------------------------|
| <b>8:00 - 9:00 am</b>   | Breakfast                                                                 |
| <b>9:00 - 10:00 am</b>  | <b>MACO General Session: New Laws and Common Issues with Mortgage Tax</b> |
| <b>10:00 - 11:00 am</b> | <b>MACO Board Meeting: All MACO members encouraged to attend!</b>         |

# REGISTRATION

Name \_\_\_\_\_  
Organization \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
E-mail \_\_\_\_\_ Website \_\_\_\_\_

## REGISTRATION

### FULL CONFERENCE

*Full registration includes all meals from Wednesday to Friday breakfast*

### TUESDAY ONLY

### WEDNESDAY ONLY

*Includes breakfast and lunch for Wednesday only*

### THURSDAY ONLY

*Includes breakfast and lunch for Thursday only*

| BY JAN. 9, 2019             |                             | AFTER JAN. 9, 2019          |                             |
|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Member                      | Non-Member                  | Member                      | Non-Member                  |
| <input type="radio"/> \$275 | <input type="radio"/> \$375 | <input type="radio"/> \$325 | <input type="radio"/> \$425 |
| <input type="radio"/> \$160 | <input type="radio"/> \$260 | <input type="radio"/> \$210 | <input type="radio"/> \$310 |
| <input type="radio"/> \$160 | <input type="radio"/> \$260 | <input type="radio"/> \$210 | <input type="radio"/> \$310 |
| <input type="radio"/> \$160 | <input type="radio"/> \$260 | <input type="radio"/> \$210 | <input type="radio"/> \$310 |

## ADDITIONAL OPTIONS

☐ I want to purchase additional meal tickets:

☐ X \$25 - Wednesday Breakfast  
☐ X \$50 - Wednesday Reception & Banquet  
☐ X \$25 - Thursday Breakfast  
☐ X \$35 - Thursday Lunch  
☐ X \$30 - Thursday Reception  
☐ X \$25 - Friday Breakfast

Total: \$ \_\_\_\_\_

## ADDITIONAL SESSIONS

If you plan to attend the Day at the Capitol you must register for this session below.

### DAY AT THE CAPITOL

☐ I will attend the Day at the Capitol portion (no additional charge, lunch included)

Total

Registration: \$ \_\_\_\_\_

Additional Options: \$ \_\_\_\_\_

**Grand Total** \$ \_\_\_\_\_

## PAYMENT

☐ Check (Payable to MACO) ☐ Visa ☐ MasterCard *If paying by credit, all credit card fields are required*

Cardholder Name \_\_\_\_\_

Card Number \_\_\_\_\_

Exp. Date \_\_\_\_\_ 3-Digit Sec. Code \_\_\_\_\_

Cardholder Phone \_\_\_\_\_

Cardholder Signature \_\_\_\_\_

Card Billing Address: (☐ Same as address above)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Complete form and submit payment to:

**MINNESOTA ASSOCIATION OF COUNTY OFFICERS**

1000 Westgate Drive, Suite 252

St. Paul, MN 55114

Fax: 651.290.2266

**\*Please contact Amanda at the MACO office with any dietary restrictions or accessibility requirements:**

**amandab@mncounty.org**

(For office use only)

|           |  |        |
|-----------|--|--------|
| initials  |  | acctg. |
| date      |  |        |
| CK/CC     |  |        |
| amt. paid |  |        |
| bal. due  |  |        |

**Registration also available online! Visit [www.mncounty.org](http://www.mncounty.org) for details!**

# POLICIES

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## REGISTRATION INFORMATION

Online registration requires credit card payment; MACO accepts Visa, and MasterCard. If you want to pay by check, please use this form. Payment is required prior to the event. Purchase Orders are also accepted as payment. Please send those orders to the MACO Treasurer. To edit your registration, please contact MACO at [info@mncounty.org](mailto:info@mncounty.org) or 1+ (651) 293-0953.

## ATTENDEE CANCELLATION

To receive a registration refund, less a \$35 processing fee, all cancellations must be received online at [www.mncounty.org/page/2020cancel](http://www.mncounty.org/page/2020cancel) by January 9, 2020 11:59 p.m. U.S. Eastern Time. No refunds will be granted thereafter. No-shows will not be refunded. Registrations can be transferred to another person within your organization with the same membership status by contacting [info@mncounty.org](mailto:info@mncounty.org).

## CONFERENCE MODIFICATION OR CANCELLATION

MACO reserves the right to modify the course's schedule or program as necessary. MACO also reserves the right to cancel this conference, in which case a full refund of the registration fee will be provided. We are unable to refund any travel costs (flight, hotel, etc.) in the case of MACO cancellation.

## DATA PRIVACY/GDPR

We host events throughout the year, including our annual conference, webinars, and trainings (collectively "events"). If you are a member and register for one of our events, we will access the information in your member account to provide you with information and services associated with the event. If you are not a member and you register for one of our events, we will collect your name and contact information, which we will store in our database and use to provide you with information and services associated with the event. If you are a presenter at one of our events, we will collect information about you including your name, employer and contact information, and photograph, and we may also collect information provided by event attendees who evaluated your performance as a presenter. As an attendee, speaker, or sponsor/exhibitor, we will keep a record of your participation to provide you with post-event information including details on upcoming events you may be interested in. Your contact information may be shared via an event mobile app or attendee list as part of your participation in the event. Your hotel reservation information may be shared between MACO and the hotel.

## PCI COMPLIANCE

***Please do not email forms with credit card information.*** To protect your data and to comply with PCI standards, the MACO office will not accept emailed credit card information.

## PHOTO/AUDIO/VIDEO RELEASE

Registration for or attendance at this event acknowledges consent to be recorded or photographed. We reserve the right to use any photograph/video taken at our events, without the expressed written permission of those included within the photograph/video. We may use the photograph/video in publications or other media material produced, used or contracted including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc. To ensure the privacy of individuals, images will not be identified using full names or personal identifying information without written approval from the photographed subject.

## GUEST ATTENDANCE POLICY

All conference activities (including educational sessions, meal functions, exhibit hall, etc.) are exclusively reserved for conference attendees. Non-registered guests (including children, family members, colleagues, etc.) are not allowed in the conference areas. Badges provided at registration are required for entrance into all functions and will be strictly enforced.



smensink  
12/12/19 3:28PM  
1 County Revenue Fund

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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|    | Vendor      | Name                                    | Rpt  |        | Warrant Description           | Invoice #     | Account/Formula Descripti     | 1099 |
|----|-------------|-----------------------------------------|------|--------|-------------------------------|---------------|-------------------------------|------|
|    | No.         | Account/Formula                         | Accr | Amount | Service Dates                 | Paid On Bhf # | On Behalf of Name             |      |
| 3  | DEPT        |                                         |      |        | Board Of Commissioners        |               |                               |      |
|    | 3804        | Bakke/Duane                             |      |        |                               |               |                               |      |
|    |             | 01-003-000-0000-6335                    |      | 90.48  | November 2019 Mileage         |               | Employee Automobile Allowance | N    |
|    |             |                                         |      |        | 11/05/2019 11/26/2019         |               |                               |      |
|    | 3804        | Bakke/Duane                             |      | 90.48  | 1 Transactions                |               |                               |      |
|    | 5887        | Dahl/Randy                              |      |        |                               |               |                               |      |
|    |             | 01-003-000-0000-6335                    |      | 150.80 | November 2019 Mileage         |               | Employee Automobile Allowance | N    |
|    |             |                                         |      |        | 11/05/2019 11/26/2019         |               |                               |      |
|    | 5887        | Dahl/Randy                              |      | 150.80 | 1 Transactions                |               |                               |      |
|    | 82132       | Fillmore Co Journal, Sethre Media Group |      |        |                               |               |                               |      |
|    |             | 01-003-000-0000-6233                    |      | 7.00   | Board Mtg Minutes 11/12/2019  | 105437        | Publications                  | N    |
|    |             |                                         |      |        | 12/02/2019 12/02/2019         |               |                               |      |
|    | 82132       | Fillmore Co Journal, Sethre Media Group |      | 7.00   | 1 Transactions                |               |                               |      |
|    | 2081        | Lentz/Mitch                             |      |        |                               |               |                               |      |
|    |             | 01-003-000-0000-6335                    |      | 165.88 | November 2019 Mileage         |               | Employee Automobile Allowance | N    |
|    |             |                                         |      |        | 11/04/2019 11/28/2019         |               |                               |      |
|    | 2081        | Lentz/Mitch                             |      | 165.88 | 1 Transactions                |               |                               |      |
|    | 1152        | Prestby/Marc                            |      |        |                               |               |                               |      |
|    |             | 01-003-000-0000-6335                    |      | 81.20  | November 2019 Mileage         |               | Employee Automobile Allowance | N    |
|    |             |                                         |      |        | 11/05/2019 11/26/2019         |               |                               |      |
|    | 1152        | Prestby/Marc                            |      | 81.20  | 1 Transactions                |               |                               |      |
| 3  | DEPT Total: |                                         |      | 495.36 | Board Of Commissioners        | 5 Vendors     | 5 Transactions                |      |
| 34 | DEPT        |                                         |      |        | Policy Coordinator            |               |                               |      |
|    | 111         | Fillmore Co Treasurer- Credit Card/ACH  |      |        |                               |               |                               |      |
|    |             | 01-034-000-0000-6337                    |      | 41.61  | Meals at Conference - BV, KK  |               | Other Travel Expense          | N    |
|    |             |                                         |      |        | 10/02/2019 10/02/2019         |               |                               |      |
|    |             | 01-034-000-0000-6337                    |      | 603.12 | Fall Conference Room - BV, KK |               | Other Travel Expense          | N    |
|    |             |                                         |      |        | 10/02/2019 10/04/2019         |               |                               |      |
|    | 111         | Fillmore Co Treasurer- Credit Card/ACH  |      | 644.73 | 2 Transactions                |               |                               |      |
|    | 6531        | The Leadership Growth Group             |      |        |                               |               |                               |      |
|    |             | 01-034-000-0000-6245                    |      | 87.99  | Leadership Growth Books       | 19808b        | Registration Fees             | Y    |
|    |             |                                         |      |        | 12/01/2019 12/01/2019         |               |                               |      |

smensink  
12/12/19 3:28PM  
1 County Revenue Fund

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 3

| Vendor | Name                                   | Rpt  | Amount   | Warrant Description       | Invoice #     | Account/Formula Descripti     | 1099 |
|--------|----------------------------------------|------|----------|---------------------------|---------------|-------------------------------|------|
| No.    | Account/Formula                        | Accr |          | Service Dates             | Paid On Bhf # | On Behalf of Name             |      |
| 6531   | The Leadership Growth Group            |      | 87.99    | 1 Transactions            |               |                               |      |
| 34     | DEPT Total:                            |      | 732.72   | Policy Coordinator        | 2 Vendors     | 3 Transactions                |      |
| 60     | DEPT                                   |      |          | Information Systems       |               |                               |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |          |                           |               |                               |      |
|        | 01-060-000-0000-6285                   |      | 80.00    | Siteground Hosting        |               | Professional Fees             | N    |
|        |                                        |      |          | 10/01/2019 10/01/2019     |               |                               |      |
|        | 01-060-000-0000-6285                   |      | 80.00    | Siteground Hosting        |               | Professional Fees             | N    |
|        |                                        |      |          | 09/01/2019 09/01/2019     |               |                               |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 160.00   | 2 Transactions            |               |                               |      |
| 2545   | Marco, Inc                             |      |          |                           |               |                               |      |
|        | 01-060-000-0000-6640                   |      | 7,199.96 | Computers                 | INV7046572    | Equipment Purchased           | N    |
|        |                                        |      |          | 11/26/2019 11/26/2019     |               |                               |      |
| 2545   | Marco, Inc                             |      | 7,199.96 | 1 Transactions            |               |                               |      |
| 60     | DEPT Total:                            |      | 7,359.96 | Information Systems       | 2 Vendors     | 3 Transactions                |      |
| 91     | DEPT                                   |      |          | County Attorney           |               |                               |      |
| 8576   | Corson/Brett                           |      |          |                           |               |                               |      |
|        | 01-091-000-0000-6335                   |      | 127.60   | MCAA Meeting Mileage      |               | Employee Automobile Allowance | N    |
|        |                                        |      |          | 11/04/2019 11/05/2019     |               |                               |      |
| 8576   | Corson/Brett                           |      | 127.60   | 1 Transactions            |               |                               |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |          |                           |               |                               |      |
|        | 01-091-000-0000-6245                   |      | 275.00   | 2 Day MCAA Meeting - BC   |               | Registration Fees             | N    |
|        |                                        |      |          | 11/22/2019 11/22/2019     |               |                               |      |
|        | 01-091-000-0000-6337                   |      | 101.60   | CLE Hotel Stay - MH       |               | Other Travel Expense          | N    |
|        |                                        |      |          | 11/06/2019 11/06/2019     |               |                               |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 376.60   | 2 Transactions            |               |                               |      |
| 2613   | Olmsted Co Sheriff's Office            |      |          |                           |               |                               |      |
|        | 01-091-000-0000-6377                   |      | 85.00    | Personal Serv - B Rathbun | 19003198      | Fees And Service Charges      | N    |
|        |                                        |      |          | 11/21/2019 11/21/2019     |               |                               |      |
| 2613   | Olmsted Co Sheriff's Office            |      | 85.00    | 1 Transactions            |               |                               |      |
| 87344  | Winona Co Sheriff                      |      |          |                           |               |                               |      |

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| Vendor | Name                                    | Rpt  | Amount   | Warrant Description            | Invoice #     | Account/Formula Descripti          | 1099 |
|--------|-----------------------------------------|------|----------|--------------------------------|---------------|------------------------------------|------|
| No.    | Account/Formula                         | Accr |          | Service Dates                  | Paid On Bhf # | On Behalf of Name                  |      |
|        | 01-091-000-0000-6377                    |      | 80.00    | Forfeiture Action Fee -Rathbun | 4551          | Fees And Service Charges           | N    |
|        |                                         |      |          | 11/26/2019 11/26/2019          |               |                                    |      |
| 87344  | Winona Co Sheriff                       |      | 80.00    | 1 Transactions                 |               |                                    |      |
| 91     | DEPT Total:                             |      | 669.20   | County Attorney                | 4 Vendors     | 5 Transactions                     |      |
| 102    | DEPT                                    |      |          | Surveyor                       |               |                                    |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      |          |                                |               |                                    |      |
|        | 01-102-000-0000-6305                    |      | 280.00   | Machinery & Equip Repairs      |               | Machinery And Equipment Repairs    | N    |
|        |                                         |      |          | 11/12/2019 11/12/2019          |               |                                    |      |
|        | 01-102-000-0000-6311                    |      | 176.99   | Misc Repairs & Maintenance     |               | Miscellaneous Repairs And Maintena | N    |
|        |                                         |      |          | 11/12/2019 11/12/2019          |               |                                    |      |
|        | 01-102-000-0000-6580                    |      | 230.00   | Other Repairs & Maintenance    |               | Other Repair And Maintenance Suppl | N    |
|        |                                         |      |          | 11/12/2019 11/12/2019          |               |                                    |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      | 686.99   | 3 Transactions                 |               |                                    |      |
| 102    | DEPT Total:                             |      | 686.99   | Surveyor                       | 1 Vendors     | 3 Transactions                     |      |
| 103    | DEPT                                    |      |          | Assessor                       |               |                                    |      |
| 4252   | Blagsvedt/Cindy                         |      |          |                                |               |                                    |      |
|        | 01-103-000-0000-6273                    |      | 1,575.00 | Nov 2019 Contract Services     |               | Professional Fees                  | Y    |
|        |                                         |      |          | 11/05/2019 11/25/2019          |               |                                    |      |
| 4252   | Blagsvedt/Cindy                         |      | 1,575.00 | 1 Transactions                 |               |                                    |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      |          |                                |               |                                    |      |
|        | 01-103-000-0000-6241                    |      | 220.53   | Homestead Newspaper Notice     | 105280        | Advertising                        | N    |
|        |                                         |      |          | 11/25/2019 11/25/2019          |               |                                    |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      | 220.53   | 1 Transactions                 |               |                                    |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      |          |                                |               |                                    |      |
|        | 01-103-000-0000-6242                    |      | 315.00   | MAAO Membership - RA, DE, BH   |               | Membership Dues                    | N    |
|        |                                         |      |          | 11/08/2019 11/08/2019          |               |                                    |      |
|        | 01-103-000-0000-6244                    |      | 975.00   | Class Fee - RA & KP            |               | Continuing Education               | N    |
|        |                                         |      |          | 11/09/2019 11/14/2019          |               |                                    |      |
|        | 01-103-000-0000-6337                    |      | 58.00    | Host Food for MAAO Meeting     |               | Other Travel Expense               | N    |
|        |                                         |      |          | 11/21/2019 11/22/2019          |               |                                    |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      | 1,348.00 | 3 Transactions                 |               |                                    |      |

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| Vendor | Name                                    | Rpt  | Amount   | Warrant Description           | Invoice #      | Account/Formula Descripti          | 1099 |
|--------|-----------------------------------------|------|----------|-------------------------------|----------------|------------------------------------|------|
| No.    | Account/Formula                         | Accr |          | Service Dates                 | Paid On Bhf #  | On Behalf of Name                  |      |
| 103    | DEPT Total:                             |      | 3,143.53 | Assessor                      | 3 Vendors      | 5 Transactions                     |      |
| 111    | DEPT                                    |      |          | Facilities Mtce               |                |                                    |      |
| 4928   | 1 Source                                |      |          |                               |                |                                    |      |
|        | 01-111-000-0000-6411                    |      | 24.99    | Multifold Towels              | 248424-1       | Custodial Supplies                 | Y    |
|        |                                         |      |          | 11/14/2019 11/14/2019         |                |                                    |      |
| 4928   | 1 Source                                |      | 24.99    |                               | 1 Transactions |                                    |      |
| 6567   | A-1 All Brand Vacuums of Rochester, Inc |      |          |                               |                |                                    |      |
|        | 01-111-000-0000-6580                    |      | 84.90    | New Switch & Bags for Vacuums | 9755           | Other Repair And Maintenance Suppl | N    |
|        |                                         |      |          | 11/27/2019 11/27/2019         |                |                                    |      |
| 6567   | A-1 All Brand Vacuums of Rochester, Inc |      | 84.90    |                               | 1 Transactions |                                    |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      |          |                               |                |                                    |      |
|        | 01-111-000-0000-6580                    |      | 107.38   | Emergency Light Batteries     | 214750         | Other Repair And Maintenance Suppl | N    |
|        |                                         |      |          | 09/16/2019 09/16/2019         |                |                                    |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      | 107.38   |                               | 1 Transactions |                                    |      |
| 5550   | Larson/Christopher J                    |      |          |                               |                |                                    |      |
|        | 01-111-000-0000-6335                    |      | 6.38     | November 2019 Mileage         |                | Employee Automobile Allowance      | N    |
|        |                                         |      |          | 11/21/2019 11/25/2019         |                |                                    |      |
| 5550   | Larson/Christopher J                    |      | 6.38     |                               | 1 Transactions |                                    |      |
| 5050   | Tufte/Blaine                            |      |          |                               |                |                                    |      |
|        | 01-111-000-0000-6335                    |      | 8.70     | November 2019 Mileage         |                | Employee Automobile Allowance      | N    |
|        |                                         |      |          | 11/01/2019 11/27/2019         |                |                                    |      |
| 5050   | Tufte/Blaine                            |      | 8.70     |                               | 1 Transactions |                                    |      |
| 7239   | Werner Electric                         |      |          |                               |                |                                    |      |
|        | 01-111-000-0000-6317                    |      | 369.44   | Tubes for Courthouse & FCOB   | S010199855001  | Building Maintenance               | N    |
|        |                                         |      |          | 11/25/2019 11/25/2019         |                |                                    |      |
| 7239   | Werner Electric                         |      | 369.44   |                               | 1 Transactions |                                    |      |
| 111    | DEPT Total:                             |      | 601.79   | Facilities Mtce               | 6 Vendors      | 6 Transactions                     |      |
| 149    | DEPT                                    |      |          | Other General Government      |                |                                    |      |
| 4928   | 1 Source                                |      |          |                               |                |                                    |      |
|        | 01-149-000-0000-6408                    |      | 23.73-   | Shared County Supplies-Credit | C249287-0      | County Shared Office Supplies      | Y    |

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| Vendor | Name                                   | Rpt  |          | Warrant Description            | Invoice #      | Account/Formula Descripti        | 1099 |
|--------|----------------------------------------|------|----------|--------------------------------|----------------|----------------------------------|------|
| No.    | Account/Formula                        | Accr | Amount   | Service Dates                  | Paid On Bhf #  | On Behalf of Name                |      |
| 4928   | 1 Source                               |      | 23.73-   | 12/03/2019 12/03/2019          | 1 Transactions |                                  |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |          |                                |                |                                  |      |
|        | 01-149-000-0000-6372                   |      | 55.69    | HealthyGrilling Wellness Event |                | Wellness Grant Expenses          | N    |
|        |                                        |      |          | 09/23/2019 09/23/2019          |                |                                  |      |
|        | 01-149-000-0000-6408                   |      | 68.97    | Shared Office Supplies         | 3767464        | County Shared Office Supplies    | N    |
|        |                                        |      |          | 09/09/2019 09/09/2019          |                |                                  |      |
|        | 01-149-000-0000-6408                   |      | 220.97   | Supplies - Finance/Corrdinator | 3842616        | County Shared Office Supplies    | N    |
|        |                                        |      |          | 08/27/2019 08/27/2019          |                |                                  |      |
|        | 01-149-000-0000-6408                   |      | 37.77    | Shared Office Supplies         | 4643429        | County Shared Office Supplies    | N    |
|        |                                        |      |          | 10/14/2019 10/14/2019          |                |                                  |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 383.40   | 4 Transactions                 |                |                                  |      |
| 2405   | Government Management Group, Inc.      |      |          |                                |                |                                  |      |
|        | 01-149-000-0000-6285                   |      | 5,100.00 | 2018 Cost Allocation Plan      | 1819           | Professional Fees                | N    |
|        |                                        |      |          | 11/22/2019 11/22/2019          |                |                                  |      |
| 2405   | Government Management Group, Inc.      |      | 5,100.00 | 1 Transactions                 |                |                                  |      |
| 149    | DEPT Total:                            |      | 5,459.67 | Other General Government       | 3 Vendors      | 6 Transactions                   |      |
| 201    | DEPT                                   |      |          | Enhanced 911 System            |                |                                  |      |
|        | 1161 Northland Business Systems, Inc   |      |          |                                |                |                                  |      |
|        | 01-201-000-0000-6310                   |      | 5,480.00 | OS Migration Upgrade - 2012    | IN94686        | Contract Repairs And Maintenance | N    |
|        |                                        |      |          | 11/19/2019 11/19/2019          |                |                                  |      |
|        | 1161 Northland Business Systems, Inc   |      | 5,480.00 | 1 Transactions                 |                |                                  |      |
| 201    | DEPT Total:                            |      | 5,480.00 | Enhanced 911 System            | 1 Vendors      | 1 Transactions                   |      |
| 202    | DEPT                                   |      |          | Sheriff                        |                |                                  |      |
|        | 5683 Axon Enterprise Inc               |      |          |                                |                |                                  |      |
|        | 01-202-000-0000-6455                   |      | 1,362.00 | Taser Cartridges               | SI-1562360     | Law Enforcement Supplies         | N    |
|        |                                        |      |          | 11/18/2019 11/18/2019          |                |                                  |      |
|        | 5683 Axon Enterprise Inc               |      | 1,362.00 | 1 Transactions                 |                |                                  |      |
|        | 6680 Berg/Sarah K                      |      |          |                                |                |                                  |      |
|        | 01-202-000-0000-6285                   |      | 1.25     | Audio Transcribing ICK19000685 | 19-685         | Professional Fees                | Y    |
|        |                                        |      |          | 12/06/2019 12/06/2019          |                |                                  |      |

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|--------|-----------------------------------------|------|----------|----------------------------|----------------|-------------------------------------|------|
| No.    | Account/Formula                         | Accr | Amount   | Service Dates              | Paid On Bhf #  | On Behalf of Name                   |      |
| 6680   | Berg/Sarah K                            |      | 1.25     |                            | 1 Transactions |                                     |      |
| 2492   | Chatfield Body Shop Inc                 |      |          |                            |                |                                     |      |
|        | 01-202-000-0000-6311                    |      | 76.60    | 2016 Dodge Ram Service     | 6142           | Miscellaneous Repairs And Maintenar | N    |
|        |                                         |      |          | 11/27/2019 11/27/2019      |                |                                     |      |
| 2492   | Chatfield Body Shop Inc                 |      | 76.60    |                            | 1 Transactions |                                     |      |
| 82133  | Fillmore Co Auditor-Treasurer           |      |          |                            |                |                                     |      |
|        | 01-202-000-0000-6561                    |      | 2,499.60 | October 2019 Sheriff Fuel  |                | Gasoline Diesel And Other Fuels     | N    |
|        |                                         |      |          | 10/05/2019 10/30/2019      |                |                                     |      |
| 82133  | Fillmore Co Auditor-Treasurer           |      | 2,499.60 |                            | 1 Transactions |                                     |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      |          |                            |                |                                     |      |
|        | 01-202-000-0000-6241                    |      | 25.20    | PT Deputy Ad 11/18/19      | 105264         | Advertising                         | N    |
|        |                                         |      |          | 11/18/2019 11/18/2019      |                |                                     |      |
|        | 01-202-000-0000-6241                    |      | 25.20    | PT Deputy Ad 11/25/19      | 105265         | Advertising                         | N    |
|        |                                         |      |          | 11/25/2019 11/25/2019      |                |                                     |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      | 50.40    |                            | 2 Transactions |                                     |      |
| 8780   | Grabau/Jesse                            |      |          |                            |                |                                     |      |
|        | 01-202-000-0000-6337                    |      | 26.00    | Parking for Training       |                | Other Travel Expense                | N    |
|        |                                         |      |          | 12/02/2019 12/04/2019      |                |                                     |      |
| 8780   | Grabau/Jesse                            |      | 26.00    |                            | 1 Transactions |                                     |      |
| 5475   | Pomps Tire Service Inc                  |      |          |                            |                |                                     |      |
|        | 01-202-000-0000-6311                    |      | 219.96   | Tires for Durango          | 0230087839     | Miscellaneous Repairs And Maintenar | N    |
|        |                                         |      |          | 11/08/2019 11/08/2019      |                |                                     |      |
| 5475   | Pomps Tire Service Inc                  |      | 219.96   |                            | 1 Transactions |                                     |      |
| 4487   | Preston Service Plus                    |      |          |                            |                |                                     |      |
|        | 01-202-000-0000-6311                    |      | 63.28    | 2015 Chev Impala Service   | 13305          | Miscellaneous Repairs And Maintenar | Y    |
|        |                                         |      |          | 10/04/2019 10/04/2019      |                |                                     |      |
|        | 01-202-000-0000-6311                    |      | 63.28    | 2016 Dodge Durango Service | 13340          | Miscellaneous Repairs And Maintenar | Y    |
|        |                                         |      |          | 10/10/2019 10/10/2019      |                |                                     |      |
|        | 01-202-000-0000-6311                    |      | 88.00    | 2016 Dodge Durango Tires   | 13559          | Miscellaneous Repairs And Maintenar | Y    |
|        |                                         |      |          | 11/11/2019 11/11/2019      |                |                                     |      |
|        | 01-202-000-0000-6311                    |      | 179.33   | 2015 Chev Impala Service   | 13602          | Miscellaneous Repairs And Maintenar | Y    |
|        |                                         |      |          | 11/19/2019 11/19/2019      |                |                                     |      |

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|--------|-----------------------------------------|------|---------------------|--------------------------------|---------------------------|--------------------------------------|
| No.    | Account/Formula                         | Accr | Amount              | Service Dates                  | Paid On Bhf #             | On Behalf of Name                    |
| 4487   | Preston Service Plus                    |      | 393.89              | 4 Transactions                 |                           |                                      |
| 202    | DEPT Total:                             |      | 4,629.70            | Sheriff                        | 8 Vendors                 | 12 Transactions                      |
| 251    | DEPT                                    |      |                     | County Jail                    |                           |                                      |
| 9      | AmeriPride Services, Inc                |      |                     |                                |                           |                                      |
|        | 01-251-000-0000-6377                    |      | 91.29               | Jail Laundry                   | 2801101771                | Fees And Service Charges N           |
|        |                                         |      |                     | 11/27/2019 11/27/2019          |                           |                                      |
|        | 01-251-000-0000-6377                    |      | 91.29               | Jail Laundry                   | 2801107029                | Fees And Service Charges N           |
|        |                                         |      |                     | 12/11/2019 12/11/2019          |                           |                                      |
| 9      | AmeriPride Services, Inc                |      | 182.58              | 2 Transactions                 |                           |                                      |
| 4026   | Bob Barker Company, Inc                 |      |                     |                                |                           |                                      |
|        | 01-251-000-0000-6455                    |      | 160.29              | Jail Supplies - Gloves         | WEB000638601              | Law Enforcement Supplies N           |
|        |                                         |      |                     | 11/18/2019 11/18/2019          |                           |                                      |
|        | 01-251-000-0000-6455                    |      | 131.61              | Jail Supplies -Transport Belts | WEB000638738              | Law Enforcement Supplies N           |
|        |                                         |      |                     | 11/18/2019 11/18/2019          |                           |                                      |
| 4026   | Bob Barker Company, Inc                 |      | 291.90              | 2 Transactions                 |                           |                                      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      |                     |                                |                           |                                      |
|        | 01-251-000-0000-6241                    |      | 26.50               | Jailer Ad 11/18/19             | 105261                    | Advertising N                        |
|        |                                         |      |                     | 11/18/2019 11/18/2019          |                           |                                      |
|        | 01-251-000-0000-6241                    |      | 26.50               | Jailer Ad 11/25/19             | 105262                    | Advertising N                        |
|        |                                         |      |                     | 11/25/2019 11/25/2019          |                           |                                      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      | 53.00               | 2 Transactions                 |                           |                                      |
| 83204  | Houston Co Sheriffs Office              |      |                     |                                |                           |                                      |
|        | 01-251-000-0000-6384                    |      | 960.00              | Board of Prisoners             | 3210-f                    | Out Of County Board Of Prisoners N   |
|        |                                         |      |                     | 07/04/2019 11/25/2019          |                           |                                      |
| 83204  | Houston Co Sheriffs Office              |      | 960.00              | 1 Transactions                 |                           |                                      |
| 4866   | MEnd CORRECTIONAL CARE, PLLC            |      |                     |                                |                           |                                      |
|        | 01-251-000-0000-6429                    |      | 2,255.06            | Healthcare Serv December 2019  | 4440                      | Nurse/Medical Service Agreement N    |
|        |                                         |      |                     | 12/01/2019 12/31/2019          |                           |                                      |
| 4866   | MEnd CORRECTIONAL CARE, PLLC            |      | 2,255.06            | 1 Transactions                 |                           |                                      |
| 3632   | Milestone Materials Inc                 |      |                     |                                |                           |                                      |
|        | 01-251-000-0000-6580                    |      | 102.08              | Crushed Rock @ Radio Tower     | 3500140194                | Other Repair And Maintenance Suppl N |
|        |                                         |      |                     | 10/25/2019 10/25/2019          |                           |                                      |

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|--------|---------------------------------------|------|----------|-------------------------------|---------------|-------------------------------------|------|
| No.    | Account/Formula                       | Accr | Amount   | Service Dates                 | Paid On Bhf # | On Behalf of Name                   |      |
|        | 01-251-000-0000-6580                  |      | 252.96   | Crushed Rock @ Radio Tower    | 3500140195    | Other Repair And Maintenance Suppl  | N    |
|        |                                       |      |          | 10/25/2019 10/25/2019         |               |                                     |      |
| 3632   | Milestone Materials Inc               |      | 355.04   | 2 Transactions                |               |                                     |      |
| 8080   | Plunkett's Pest Control, Inc          |      |          |                               |               |                                     |      |
|        | 01-251-000-0000-6377                  |      | 109.96   | Pest Control - 901 Houston St | 6494067       | Fees And Service Charges            | N    |
|        |                                       |      |          | 11/29/2019 11/29/2019         |               |                                     |      |
| 8080   | Plunkett's Pest Control, Inc          |      | 109.96   | 1 Transactions                |               |                                     |      |
| 5988   | Preston Auto Parts                    |      |          |                               |               |                                     |      |
|        | 01-251-000-0000-6580                  |      | 21.25    | Jail Maintenance Supplies     | 608932        | Other Repair And Maintenance Suppl  | N    |
|        |                                       |      |          | 11/14/2019 11/14/2019         |               |                                     |      |
|        | 01-251-000-0000-6580                  |      | 29.18    | Jail Maintenance Supplies     | 609814        | Other Repair And Maintenance Suppl  | N    |
|        |                                       |      |          | 11/22/2019 11/22/2019         |               |                                     |      |
| 5988   | Preston Auto Parts                    |      | 50.43    | 2 Transactions                |               |                                     |      |
| 81511  | Preston Foods                         |      |          |                               |               |                                     |      |
|        | 01-251-000-0000-6416                  |      | 86.82    | Jail Supplies                 |               | Misc Supplies                       | N    |
|        |                                       |      |          | 11/14/2019 11/19/2019         |               |                                     |      |
| 81511  | Preston Foods                         |      | 86.82    | 1 Transactions                |               |                                     |      |
| 4487   | Preston Service Plus                  |      |          |                               |               |                                     |      |
|        | 01-251-000-0000-6311                  |      | 88.00    | 2016 Dodge Caravan Tires      | 13513         | Miscellaneous Repairs And Maintenar | Y    |
|        |                                       |      |          | 11/04/2019 11/04/2019         |               |                                     |      |
|        | 01-251-000-0000-6311                  |      | 45.28    | 2016 Dodge Grand Caravan Serv | 13638         | Miscellaneous Repairs And Maintenar | Y    |
|        |                                       |      |          | 11/26/2019 11/26/2019         |               |                                     |      |
| 4487   | Preston Service Plus                  |      | 133.28   | 2 Transactions                |               |                                     |      |
| 9206   | Winona Heating & Ventilating Co, Inc. |      |          |                               |               |                                     |      |
|        | 01-251-000-0000-6310                  |      | 170.00   | Roofleak in Jail Breakroom    | 19599         | Contract Repairs And Maintenance    | N    |
|        |                                       |      |          | 11/07/2019 11/07/2019         |               |                                     |      |
| 9206   | Winona Heating & Ventilating Co, Inc. |      | 170.00   | 1 Transactions                |               |                                     |      |
| 251    | DEPT Total:                           |      | 4,648.07 | County Jail                   | 11 Vendors    | 17 Transactions                     |      |
| 441    | DEPT                                  |      |          | Public Health                 |               |                                     |      |
|        | 4752 Logsdon/Linda                    |      |          |                               |               |                                     |      |
|        | 01-441-000-0000-6437                  |      | 110.74   | ECS Training-C&TC Grant Exp   | 683909467     | CTC Expenses                        | N    |
|        |                                       |      |          | 11/05/2019 11/05/2019         |               |                                     |      |



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# \*\*\* Fillmore County \*\*\*



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| Vendor | Name                                    | Rpt  | Amount    | Warrant Description           | Invoice #     | Account/Formula Descripti     | 1099 |
|--------|-----------------------------------------|------|-----------|-------------------------------|---------------|-------------------------------|------|
| No.    | Account/Formula                         | Accr |           | Service Dates                 | Paid On Bhf # | On Behalf of Name             |      |
| 4752   | Logsdon/Linda                           |      | 110.74    | 1 Transactions                |               |                               |      |
| 3169   | Pohlman/Brenda L                        |      |           |                               |               |                               |      |
|        | 01-441-000-0000-6390                    |      | 24.73     | TZD Mtg Meal Reimbursement    |               | TZD Save Roads Basic 20.600   | N    |
|        |                                         |      |           | 10/23/2019 10/23/2019         |               |                               |      |
| 3169   | Pohlman/Brenda L                        |      | 24.73     | 1 Transactions                |               |                               |      |
| 441    | DEPT Total:                             |      | 135.47    | Public Health                 | 2 Vendors     | 2 Transactions                |      |
| 443    | DEPT                                    |      |           | Nursing Service               |               |                               |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      |           |                               |               |                               |      |
|        | 01-443-000-0000-6241                    |      | 11.49     | Joint Board of Health Notice  | 104817        | Advertising                   | N    |
|        |                                         |      |           | 11/18/2019 11/18/2019         |               |                               |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      | 11.49     | 1 Transactions                |               |                               |      |
| 6766   | Hall/Sarah J                            |      |           |                               |               |                               |      |
|        | 01-443-000-0000-6335                    |      | 115.42    | Nursing Mileage November 2019 |               | Employee Automobile Allowance | N    |
|        |                                         |      |           | 11/07/2019 11/25/2019         |               |                               |      |
| 6766   | Hall/Sarah J                            |      | 115.42    | 1 Transactions                |               |                               |      |
| 4841   | ROCHESTER CITY LINES                    |      |           |                               |               |                               |      |
|        | 01-443-000-0000-6433                    |      | 234.00    | Waiver Reimb Client Transport | 14819119      | Waiver Reimbursables          | N    |
|        |                                         |      |           | 12/01/2019 12/31/2019         |               |                               |      |
| 4841   | ROCHESTER CITY LINES                    |      | 234.00    | 1 Transactions                |               |                               |      |
| 443    | DEPT Total:                             |      | 360.91    | Nursing Service               | 3 Vendors     | 3 Transactions                |      |
| 603    | DEPT                                    |      |           | Feedlot                       |               |                               |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      |           |                               |               |                               |      |
|        | 01-603-000-0000-6337                    |      | 9.98      | Lunch - CFO Meeting - MF      |               | Other Travel Expense          | N    |
|        |                                         |      |           | 09/12/2019 09/12/2019         |               |                               |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      | 9.98      | 1 Transactions                |               |                               |      |
| 603    | DEPT Total:                             |      | 9.98      | Feedlot                       | 1 Vendors     | 1 Transactions                |      |
| 1      | Fund Total:                             |      | 34,413.35 | County Revenue Fund           |               | 72 Transactions               |      |

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| Vendor | Name                                   | Rpt  |           | Warrant Description    | Invoice #      | Account/Formula Descripti | 1099 |
|--------|----------------------------------------|------|-----------|------------------------|----------------|---------------------------|------|
| No.    | Account/Formula                        | Accr | Amount    | Service Dates          | Paid On Bhf #  | On Behalf of Name         |      |
| 300    | DEPT                                   |      |           | Highway Administration |                |                           |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |           |                        |                |                           |      |
|        | 13-300-000-0000-6337                   |      | 193.65    | lodging                |                | Other Travel Expense      | N    |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 193.65    |                        | 1 Transactions |                           |      |
| 2273   | Olmsted Medical Center                 |      |           |                        |                |                           |      |
|        | 13-300-000-0000-6377                   |      | 70.00     | drug tests             | 700000275      | Fees And Service Charges  | N    |
| 2273   | Olmsted Medical Center                 |      | 70.00     |                        | 1 Transactions |                           |      |
| 300    | DEPT Total:                            |      | 263.65    | Highway Administration | 2 Vendors      | 2 Transactions            |      |
| 310    | DEPT                                   |      |           | Highway Maintenance    |                |                           |      |
| 5965   | Barth Construction Inc                 |      |           |                        |                |                           |      |
|        | 13-310-000-0000-6526                   |      | 43,530.29 | weed control           | 6502           | Weed Control              | N    |
| 5965   | Barth Construction Inc                 |      | 43,530.29 |                        | 1 Transactions |                           |      |
| 1891   | Bruening Rock Products, Inc.           |      |           |                        |                |                           |      |
|        | 13-310-000-0000-6505                   |      | 693.27    | rock                   | 148555         | Aggregate                 | N    |
|        | 13-310-000-0000-6505                   |      | 2,310.99  | rock                   | 149579         | Aggregate                 | N    |
|        | 13-310-000-0000-6505                   |      | 1,735.66  | rock                   | 150104         | Aggregate                 | N    |
|        | 13-310-000-0000-6505                   |      | 2,190.68  | rock                   | 151800         | Aggregate                 | N    |
|        | 13-310-000-0000-6505                   |      | 788.34    | rock                   | 152267         | Aggregate                 | N    |
|        | 13-310-000-0000-6505                   |      | 178.87    | rock                   | 152831         | Aggregate                 | N    |
| 1891   | Bruening Rock Products, Inc.           |      | 7,897.81  |                        | 6 Transactions |                           |      |
| 6150   | Cintas Corporation No.2                |      |           |                        |                |                           |      |
|        | 13-310-000-0000-6293                   |      | 8.64      | uniforms               | 4033927456     | Uniform Expense           | N    |
|        | 13-310-000-0000-6293                   |      | 8.64      | uniforms               | 4033929300     | Uniform Expense           | N    |
|        | 13-310-000-0000-6293                   |      | 24.32     | uniforms               | 4033929326     | Uniform Expense           | N    |
|        | 13-310-000-0000-6293                   |      | 8.92      | uniforms               | 4034016103     | Uniform Expense           | N    |
|        | 13-310-000-0000-6293                   |      | 35.76     | uniforms               | 4034016147     | Uniform Expense           | N    |
|        | 13-310-000-0000-6293                   |      | 20.36     | uniforms               | 4034253146     | Uniform Expense           | N    |
|        | 13-310-000-0000-6293                   |      | 8.64      | uniforms               | 4034488306     | Uniform Expense           | N    |
|        | 13-310-000-0000-6293                   |      | 24.32     | uniforms               | 4034490320     | Uniform Expense           | N    |
|        | 13-310-000-0000-6293                   |      | 8.64      | uniforms               | 4034490405     | Uniform Expense           | N    |
|        | 13-310-000-0000-6293                   |      | 14.12     | uniforms               | 4034576666     | Uniform Expense           | N    |
|        | 13-310-000-0000-6293                   |      | 8.20      | uniforms               | 4034576752     | Uniform Expense           | N    |
|        | 13-310-000-0000-6293                   |      | 17.36     | uniforms               | 4034820401     | Uniform Expense           | N    |
|        | 13-310-000-0000-6293                   |      | 8.64      | uniforms               | 4035068274     | Uniform Expense           | N    |

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

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| Vendor | Name                    | Rpt  |          | Warrant Description            | Invoice #     | Account/Formula Descripti          | 1099 |
|--------|-------------------------|------|----------|--------------------------------|---------------|------------------------------------|------|
| No.    | Account/Formula         | Accr | Amount   | Service Dates                  | Paid On Bhf # | On Behalf of Name                  |      |
|        | 13-310-000-0000-6293    |      | 24.32    | uniforms                       | 4035069589    | Uniform Expense                    | N    |
|        | 13-310-000-0000-6293    |      | 8.64     | uniforms                       | 4035069607    | Uniform Expense                    | N    |
|        | 13-310-000-0000-6293    |      | 8.92     | uniforms                       | 4035158651    | Uniform Expense                    | N    |
|        | 13-310-000-0000-6293    |      | 8.20     | uniforms                       | 4035158764    | Uniform Expense                    | N    |
|        | 13-310-000-0000-6293    |      | 49.91    | uniforms                       | 4035423489    | Uniform Expense                    | N    |
|        | 13-310-000-0000-6293    |      | 8.64     | uniforms                       | 4035683652    | Uniform Expense                    | N    |
|        | 13-310-000-0000-6293    |      | 24.32    | uniforms                       | 4035685409    | Uniform Expense                    | N    |
|        | 13-310-000-0000-6293    |      | 8.64     | uniforms                       | 4035685572    | Uniform Expense                    | N    |
|        | 13-310-000-0000-6293    |      | 8.92     | uniforms                       | 4035795421    | Uniform Expense                    | N    |
|        | 13-310-000-0000-6293    |      | 35.76    | uniforms                       | 4035795556    | Uniform Expense                    | N    |
|        | 13-310-000-0000-6293    |      | 14.76    | uniforms                       | 4035930177    | Uniform Expense                    | N    |
|        | 13-310-000-0000-6293    |      | 8.64     | uniforms                       | 4036231772    | Uniform Expense                    | N    |
|        | 13-310-000-0000-6293    |      | 8.64     | uniforms                       | 4036233486    | Uniform Expense                    | N    |
|        | 13-310-000-0000-6293    |      | 26.92    | uniforms                       | 4036233496    | Uniform Expense                    | N    |
| 6150   | Cintas Corporation No.2 |      | 441.79   | 27 Transactions                |               |                                    |      |
| 6163   | Dude Solutions Inc.     |      |          |                                |               |                                    |      |
|        | 13-310-000-0000-6580    |      | 3,039.75 | Rd Maintenance Software renewa | INV58572      | Other Repair And Maintenance Suppl | N    |
| 6163   | Dude Solutions Inc.     |      | 3,039.75 | 1 Transactions                 |               |                                    |      |
| 1982   | Dunn Blacktop Co Inc    |      |          |                                |               |                                    |      |
|        | 13-310-000-0000-6528    |      | 370.50   | hot mix                        | 440060        | Bituminous Materials               | N    |
| 1982   | Dunn Blacktop Co Inc    |      | 370.50   | 1 Transactions                 |               |                                    |      |
| 3632   | Milestone Materials Inc |      |          |                                |               |                                    |      |
|        | 13-310-000-0000-6505    |      | 79.13    | rock                           | 136701        | Aggregate                          | N    |
|        | 13-310-000-0000-6505    |      | 162.31   | rock                           | 142114        | Aggregate                          | N    |
|        | 13-310-000-0000-6505    |      | 854.12   | rock                           | 142115        | Aggregate                          | N    |
|        | 13-310-000-0000-6505    |      | 83.70    | rock                           | 142126        | Aggregate                          | N    |
|        | 13-310-000-0000-6505    |      | 79.58    | rock                           | 143394        | Aggregate                          | N    |
|        | 13-310-000-0000-6505    |      | 399.54   | rock                           | 144350        | Aggregate                          | N    |
| 3632   | Milestone Materials Inc |      | 1,658.38 | 6 Transactions                 |               |                                    |      |
| 272    | Newman Signs            |      |          |                                |               |                                    |      |
|        | 13-310-000-0000-6515    |      | 2,737.27 | signs                          | TRFINV017024  | Traffic Signs                      | N    |
|        | 13-310-000-0000-6515    |      | 1,209.04 | signs                          | TRFINV017253  | Traffic Signs                      | N    |
|        | 13-310-000-0000-6515    |      | 1,625.76 | signs                          | TRFINV017339  | Traffic Signs                      | N    |
|        | 13-310-000-0000-6515    |      | 40.83    | signs                          | TRFINV017340  | Traffic Signs                      | N    |

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| Vendor | Name                                   | Rpt  | Warrant Description | Invoice #            | Account/Formula Descripti | 1099                                 |
|--------|----------------------------------------|------|---------------------|----------------------|---------------------------|--------------------------------------|
| No.    | Account/Formula                        | Accr | Amount              | Service Dates        | Paid On Bhf #             | On Behalf of Name                    |
| 272    | Newman Signs                           |      | 5,612.90            | 4 Transactions       |                           |                                      |
| 1996   | Nutrien Ag Solutions Inc               |      |                     |                      |                           |                                      |
|        | 13-310-000-0000-6526                   |      | 211.02              | weed control         | 40862260                  | Weed Control N                       |
| 1996   | Nutrien Ag Solutions Inc               |      | 211.02              | 1 Transactions       |                           |                                      |
| 5471   | Precise MRM LLC                        |      |                     |                      |                           |                                      |
|        | 13-310-000-0000-6580                   |      | 41.32               | truck data plan      | 200-1023638               | Other Repair And Maintenance Suppl N |
| 5471   | Precise MRM LLC                        |      | 41.32               | 1 Transactions       |                           |                                      |
| 5567   | Run Right Power Equipment LLC          |      |                     |                      |                           |                                      |
|        | 13-310-000-0000-6466                   |      | 225.05              | safety equip         | 14093                     | Safety Materials N                   |
|        | 13-310-000-0000-6466                   |      | 43.10               | safety equip         | 14129                     | Safety Materials N                   |
| 5567   | Run Right Power Equipment LLC          |      | 268.15              | 2 Transactions       |                           |                                      |
| 347    | State Of Mn                            |      |                     |                      |                           |                                      |
|        | 13-310-000-0000-6530                   |      | 71,509.15           | road striping        | 579838                    | Striping Paint N                     |
| 347    | State Of Mn                            |      | 71,509.15           | 1 Transactions       |                           |                                      |
| 310    | DEPT Total:                            |      | 134,581.06          | Highway Maintenance  | 11 Vendors                | 51 Transactions                      |
| 320    | DEPT                                   |      |                     | Highway Construction |                           |                                      |
| 6781   | Endangered Resource Services LLC       |      |                     |                      |                           |                                      |
|        | 13-320-000-0000-6377                   |      | 2,225.00            | mussel survey        | ERS0222019                | Fees And Service Charges N           |
| 6781   | Endangered Resource Services LLC       |      | 2,225.00            | 1 Transactions       |                           |                                      |
| 99     | Erickson Engineering LLC               |      |                     |                      |                           |                                      |
|        | 13-320-000-0000-6265                   |      | 3,435.00            | consulting           | 13339                     | Consulting N                         |
| 99     | Erickson Engineering LLC               |      | 3,435.00            | 1 Transactions       |                           |                                      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |                     |                      |                           |                                      |
|        | 13-320-000-0000-6245                   |      | 1,700.00            | class registration   |                           | Registration Fees N                  |
|        | 13-320-000-0000-6501                   |      | 233.83              | eng supplies         |                           | Engineering And Surveying Supplies N |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 1,933.83            | 2 Transactions       |                           |                                      |
| 347    | State Of Mn                            |      |                     |                      |                           |                                      |
|        | 13-320-000-0000-6377                   |      | 2,839.72            | material inspection  | P00010930                 | Fees And Service Charges N           |
| 347    | State Of Mn                            |      | 2,839.72            | 1 Transactions       |                           |                                      |

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| Vendor Name | No.                                    | Account/Formula | Accr | Rpt | Amount    | Warrant Description         | Service Dates | Invoice #  | Paid On Bhf # | Account/Formula Descripti       | 1099 |
|-------------|----------------------------------------|-----------------|------|-----|-----------|-----------------------------|---------------|------------|---------------|---------------------------------|------|
| 320         | DEPT Total:                            |                 |      |     | 10,433.55 | Highway Construction        |               | 4 Vendors  |               | 5 Transactions                  |      |
| 330         | DEPT                                   |                 |      |     |           | Equipment Maintenance Shops |               |            |               |                                 |      |
| 3691        | Bauer Built Inc                        |                 |      |     |           |                             |               |            |               |                                 |      |
|             | 13-330-000-0000-6516                   |                 |      |     | 10.00     | labor                       |               | 38482      |               | Tires & Repairs                 | N    |
|             | 13-330-000-0000-6516                   |                 |      |     | 5.00      | tires/parts                 |               | 38482      |               | Tires & Repairs                 | N    |
|             | 13-330-000-0000-6516                   |                 |      |     | 4,557.64  | tires/parts                 |               | 38542      |               | Tires & Repairs                 | N    |
|             | 13-330-000-0000-6516                   |                 |      |     | 400.00    | labor                       |               | 38542      |               | Tires & Repairs                 | N    |
|             | 13-330-000-0000-6516                   |                 |      |     | 94.00     | labor                       |               | 38748      |               | Tires & Repairs                 | N    |
|             | 13-330-000-0000-6516                   |                 |      |     | 1,112.18  | tires/parts                 |               | 38748      |               | Tires & Repairs                 | N    |
|             | 13-330-000-0000-6516                   |                 |      |     | 10.00     | labor                       |               | 38806      |               | Tires & Repairs                 | N    |
|             | 13-330-000-0000-6516                   |                 |      |     | 184.50    | tires/parts                 |               | 38806      |               | Tires & Repairs                 | N    |
| 3691        | Bauer Built Inc                        |                 |      |     | 6,373.32  |                             |               |            |               | 8 Transactions                  |      |
| 4545        | Brown's Tire & Battery Inc             |                 |      |     |           |                             |               |            |               |                                 |      |
|             | 13-330-000-0000-6516                   |                 |      |     | 180.00    | labor                       |               | 197289     |               | Tires & Repairs                 | N    |
|             | 13-330-000-0000-6516                   |                 |      |     | 43.58     | tires/parts                 |               | 197289     |               | Tires & Repairs                 | N    |
| 4545        | Brown's Tire & Battery Inc             |                 |      |     | 223.58    |                             |               |            |               | 2 Transactions                  |      |
| 6617        | Chatfield Parts House                  |                 |      |     |           |                             |               |            |               |                                 |      |
|             | 13-330-000-0000-6576                   |                 |      |     | 28.46     | supplies                    |               | 736956     |               | Shop Supplies & Tools           | N    |
|             | 13-330-000-0000-6561                   |                 |      |     | 14.98     | supplies                    |               | 737673     |               | Gasoline Diesel And Other Fuels | N    |
|             | 13-330-000-0000-6576                   |                 |      |     | 13.97     | supplies                    |               | 738251     |               | Shop Supplies & Tools           | N    |
| 6617        | Chatfield Parts House                  |                 |      |     | 57.41     |                             |               |            |               | 3 Transactions                  |      |
| 6150        | Cintas Corporation No.2                |                 |      |     |           |                             |               |            |               |                                 |      |
|             | 13-330-000-0000-6576                   |                 |      |     | 149.70    | supplies                    |               | 4033929196 |               | Shop Supplies & Tools           | N    |
|             | 13-330-000-0000-6576                   |                 |      |     | 149.70    | supplies                    |               | 4035069564 |               | Shop Supplies & Tools           | N    |
|             | 13-330-000-0000-6576                   |                 |      |     | 149.70    | supplies                    |               | 4036233371 |               | Shop Supplies & Tools           | N    |
| 6150        | Cintas Corporation No.2                |                 |      |     | 449.10    |                             |               |            |               | 3 Transactions                  |      |
| 5005        | Cintas Corporation- First Aid & Safety |                 |      |     |           |                             |               |            |               |                                 |      |
|             | 13-330-000-0000-6576                   |                 |      |     | 103.14    | supplies                    |               | 5015454405 |               | Shop Supplies & Tools           | N    |
| 5005        | Cintas Corporation- First Aid & Safety |                 |      |     | 103.14    |                             |               |            |               | 1 Transactions                  |      |
| 1221        | Connaughty Sales Inc                   |                 |      |     |           |                             |               |            |               |                                 |      |
|             | 13-330-000-0000-6575                   |                 |      |     | 22.00     | parts                       |               | 41024      |               | Machinery Parts                 | N    |
|             | 13-330-000-0000-6575                   |                 |      |     | 125.00    | labor                       |               | 41024      |               | Machinery Parts                 | N    |
|             | 13-330-000-0000-6575                   |                 |      |     | 67.20     | parts                       |               | 41461      |               | Machinery Parts                 | N    |

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| Vendor | Name                                   | Rpt  |          | Warrant Description | Invoice #     | Account/Formula Descripti       | 1099 |
|--------|----------------------------------------|------|----------|---------------------|---------------|---------------------------------|------|
| No.    | Account/Formula                        | Accr | Amount   | Service Dates       | Paid On Bhf # | On Behalf of Name               |      |
|        | 13-330-000-0000-6575                   |      | 37.50    | parts               | 41471         | Machinery Parts                 | N    |
|        | 13-330-000-0000-6575                   |      | 25.00    | labor               | 41725         | Machinery Parts                 | N    |
| 1221   | Connaughty Sales Inc                   |      | 276.70   | 5 Transactions      |               |                                 |      |
| 1425   | Continental Research Corp              |      |          |                     |               |                                 |      |
|        | 13-330-000-0000-6576                   |      | 236.47   | supplies            | 484595CRC1    | Shop Supplies & Tools           | N    |
| 1425   | Continental Research Corp              |      | 236.47   | 1 Transactions      |               |                                 |      |
| 5826   | Culligan Water Conditioning            |      |          |                     |               |                                 |      |
|        | 13-330-000-0000-6317                   |      | 32.95    | drinking water      | 913778        | Building Maintenance            | N    |
| 5826   | Culligan Water Conditioning            |      | 32.95    | 1 Transactions      |               |                                 |      |
| 8165   | Dave Syverson Freightliner             |      |          |                     |               |                                 |      |
|        | 13-330-000-0000-6575                   |      | 2,667.69 | parts               | 326336        | Machinery Parts                 | N    |
|        | 13-330-000-0000-6575                   |      | 107.29   | parts               | 326353        | Machinery Parts                 | N    |
|        | 13-330-000-0000-6575                   |      | 768.46   | parts               | 326429        | Machinery Parts                 | N    |
|        | 13-330-000-0000-6575                   |      | 73.61    | parts               | 326535        | Machinery Parts                 | N    |
|        | 13-330-000-0000-6575                   |      | 45.03    | parts               | 326667        | Machinery Parts                 | N    |
|        | 13-330-000-0000-6575                   |      | 71.44    | parts               | 327264        | Machinery Parts                 | N    |
|        | 13-330-000-0000-6575                   |      | 155.21   | parts               | 327720        | Machinery Parts                 | N    |
|        | 13-330-000-0000-6575                   |      | 392.22-  | parts               | CM326336      | Machinery Parts                 | N    |
| 8165   | Dave Syverson Freightliner             |      | 3,496.51 | 8 Transactions      |               |                                 |      |
| 99     | Erickson Engineering LLC               |      |          |                     |               |                                 |      |
|        | 13-330-000-0000-6575                   |      | 1,500.00 | consulting          | 13345         | Machinery Parts                 | N    |
| 99     | Erickson Engineering LLC               |      | 1,500.00 | 1 Transactions      |               |                                 |      |
| 5751   | Fastenal Company                       |      |          |                     |               |                                 |      |
|        | 13-330-000-0000-6576                   |      | 162.24   | supplies            | 81121         | Shop Supplies & Tools           | N    |
|        | 13-330-000-0000-6576                   |      | 106.46   | supplies            | 81650         | Shop Supplies & Tools           | N    |
|        | 13-330-000-0000-6576                   |      | 5.69     | supplies            | 81682         | Shop Supplies & Tools           | N    |
|        | 13-330-000-0000-6576                   |      | 262.28   | supplies            | 81747         | Shop Supplies & Tools           | N    |
|        | 13-330-000-0000-6576                   |      | 2.93     | supplies            | 81771         | Shop Supplies & Tools           | N    |
|        | 13-330-000-0000-6576                   |      | 320.99   | supplies            | 81912         | Shop Supplies & Tools           | N    |
|        | 13-330-000-0000-6576                   |      | 21.99    | supplies            | 81913         | Shop Supplies & Tools           | N    |
| 5751   | Fastenal Company                       |      | 882.58   | 7 Transactions      |               |                                 |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |          |                     |               |                                 |      |
|        | 13-330-000-0000-6561                   |      | 35.30    | gas                 |               | Gasoline Diesel And Other Fuels | N    |

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

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| Vendor | Name                                   | Rpt      | Warrant Description            | Invoice #     | Account/Formula Descripti       | 1099 |
|--------|----------------------------------------|----------|--------------------------------|---------------|---------------------------------|------|
| No.    | Account/Formula                        | Accr     | Service Dates                  | Paid On Bhf # | On Behalf of Name               |      |
|        | 13-330-000-0000-6625                   |          | bkrm remodel-port bathroom ren |               | Building Improvement            | N    |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |          | 2 Transactions                 |               |                                 |      |
| 6696   | H & L Mesabi Company                   |          |                                |               |                                 |      |
|        | 13-330-000-0000-6575                   | 542.18   | cutting edges                  | 4980          | Machinery Parts                 | N    |
| 6696   | H & L Mesabi Company                   | 542.18   | 1 Transactions                 |               |                                 |      |
| 3370   | Haakenson Electric, Inc                |          |                                |               |                                 |      |
|        | 13-330-000-0000-6317                   | 2,435.64 | shop 7 repairs                 | 4975          | Building Maintenance            | N    |
|        | 13-330-000-0000-6317                   | 2,449.79 | breakroom remodal electric     | 4981          | Building Maintenance            | N    |
| 3370   | Haakenson Electric, Inc                | 4,885.43 | 2 Transactions                 |               |                                 |      |
| 155    | Hammell Equipment Inc                  |          |                                |               |                                 |      |
|        | 13-330-000-0000-6561                   | 94.87    | additive                       | RI64534       | Gasoline Diesel And Other Fuels | N    |
| 155    | Hammell Equipment Inc                  | 94.87    | 1 Transactions                 |               |                                 |      |
| 2669   | Hammell Equipment Inc                  |          |                                |               |                                 |      |
|        | 13-330-000-0000-6561                   | 115.42   | additive                       | HI48589       | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 107.46   | additive                       | HI48675       | Gasoline Diesel And Other Fuels | N    |
| 2669   | Hammell Equipment Inc                  | 222.88   | 2 Transactions                 |               |                                 |      |
| 3714   | Hovey Oil Co Inc                       |          |                                |               |                                 |      |
|        | 13-330-000-0000-6561                   | 756.60   | #1 diesel                      | 101687        | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 688.99   | #2 diesel                      | 101687        | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 435.01   | #2 diesel                      | 101693        | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 1,007.20 | #1 diesel                      | 101693        | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 316.50   | #1 diesel                      | 101944        | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 265.25   | #2 diesel                      | 101944        | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 763.92   | #2 diesel                      | 101961        | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 906.48   | #1 diesel                      | 101961        | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 802.77   | #2 diesel                      | 101970        | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 955.55   | #1 diesel                      | 101970        | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 2,676.11 | gas                            | 101975        | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 289.10   | gas                            | 102019        | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 818.35   | #1 diesel                      | 102019        | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 704.90   | #2 diesel                      | 102019        | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 805.60   | #2 diesel                      | 102021        | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 1,007.20 | #1 diesel                      | 102021        | Gasoline Diesel And Other Fuels | N    |
|        | 13-330-000-0000-6561                   | 285.30   | gas                            | 102021        | Gasoline Diesel And Other Fuels | N    |

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

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| Vendor | Name                          | Rpt  | Warrant Description | Invoice #       | Account/Formula Descripti | 1099                       |
|--------|-------------------------------|------|---------------------|-----------------|---------------------------|----------------------------|
| No.    | Account/Formula               | Accr | Amount              | Service Dates   | Paid On Bhf #             | On Behalf of Name          |
| 3714   | Hovey Oil Co Inc              |      | 13,484.83           | 17 Transactions |                           |                            |
| 6508   | Interstate Motor Trucks       |      |                     |                 |                           |                            |
|        | 13-330-000-0000-6575          |      | 2,943.76            | parts           | 2034568                   | Machinery Parts N          |
|        | 13-330-000-0000-6575          |      | 29.13               | parts           | 2034595                   | Machinery Parts N          |
|        | 13-330-000-0000-6575          |      | 108.90              | parts           | 2034642                   | Machinery Parts N          |
| 6508   | Interstate Motor Trucks       |      | 3,081.79            | 3 Transactions  |                           |                            |
| 6542   | Kaman Industrial Technologies |      |                     |                 |                           |                            |
|        | 13-330-000-0000-6576          |      | 38.16               | supplies        | L130270                   | Shop Supplies & Tools N    |
| 6542   | Kaman Industrial Technologies |      | 38.16               | 1 Transactions  |                           |                            |
| 3696   | McCabe Repairs                |      |                     |                 |                           |                            |
|        | 13-330-000-0000-6575          |      | 177.55              | parts           |                           | Machinery Parts N          |
|        | 13-330-000-0000-6575          |      | 99.23               | labor           |                           | Machinery Parts N          |
| 3696   | McCabe Repairs                |      | 276.78              | 2 Transactions  |                           |                            |
| 3541   | Nuss Truck & Equipment        |      |                     |                 |                           |                            |
|        | 13-330-000-0000-6575          |      | 286.59              | filters         | 1189560P                  | Machinery Parts N          |
|        | 13-330-000-0000-6575          |      | 155.86              | parts           | 1189736P                  | Machinery Parts N          |
|        | 13-330-000-0000-6575          |      | 317.87              | parts           | 1189947P                  | Machinery Parts N          |
| 3541   | Nuss Truck & Equipment        |      | 760.32              | 3 Transactions  |                           |                            |
| 8080   | Plunkett's Pest Control, Inc  |      |                     |                 |                           |                            |
|        | 13-330-000-0000-6317          |      | 68.76               | pest control    | 6480090                   | Building Maintenance N     |
|        | 13-330-000-0000-6317          |      | 52.87               | pest control    | 6480091                   | Building Maintenance N     |
| 8080   | Plunkett's Pest Control, Inc  |      | 121.63              | 2 Transactions  |                           |                            |
| 5988   | Preston Auto Parts            |      |                     |                 |                           |                            |
|        | 13-330-000-0000-6575          |      | 102.16              | parts           | 607501                    | Machinery Parts N          |
|        | 13-330-000-0000-6575          |      | 63.05               | parts           | 607674                    | Machinery Parts N          |
|        | 13-330-000-0000-6317          |      | 17.99               | bldg maint      | 607715                    | Building Maintenance N     |
|        | 13-330-000-0000-6575          |      | 145.42              | parts           | 607725                    | Machinery Parts N          |
|        | 13-330-000-0000-6575          |      | 18.00-              | parts           | 607752                    | Machinery Parts N          |
|        | 13-330-000-0000-6565          |      | 17.94               | anti-freeze     | 608088                    | Motor Oil And Lubricants N |
|        | 13-330-000-0000-6575          |      | 117.24              | parts           | 608123                    | Machinery Parts N          |
|        | 13-330-000-0000-6576          |      | 39.24               | supplies        | 608164                    | Shop Supplies & Tools N    |
|        | 13-330-000-0000-6576          |      | 59.46               | supplies        | 608221                    | Shop Supplies & Tools N    |
|        | 13-330-000-0000-6576          |      | 45.98               | supplies        | 608225                    | Shop Supplies & Tools N    |



| Vendor | Name                            | Rpt  | Warrant Description | Invoice #                  | Account/Formula Descripti | 1099                  |   |
|--------|---------------------------------|------|---------------------|----------------------------|---------------------------|-----------------------|---|
| No.    | Account/Formula                 | Accr | Amount              | Service Dates              | Paid On Bhf #             | On Behalf of Name     |   |
|        | 13-330-000-0000-6576            |      | 12.12               | supplies                   | 608249                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6575            |      | 0.95                | parts                      | 608271                    | Machinery Parts       | N |
|        | 13-330-000-0000-6576            |      | 28.48               | supplies                   | 608276                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6317            |      | 14.98               | bldg maint                 | 608283                    | Building Maintenance  | N |
|        | 13-330-000-0000-6576            |      | 57.95               | supplies                   | 608325                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6317            |      | 36.99               | bldg maint                 | 608623                    | Building Maintenance  | N |
|        | 13-330-000-0000-6576            |      | 8.46                | supplies                   | 608682                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6576            |      | 159.00              | supplies                   | 608802                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6575            |      | 11.04               | parts                      | 608951                    | Machinery Parts       | N |
|        | 13-330-000-0000-6576            |      | 60.26               | supplies                   | 609244                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6576            |      | 4.49                | supplies                   | 609306                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6576            |      | 30.03               | supplies                   | 609536                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6575            |      | 9.13                | parts                      | 609570                    | Machinery Parts       | N |
|        | 13-330-000-0000-6625            |      | 28.96               | breakroom remodel supplies | 609711                    | Building Improvement  | N |
|        | 13-330-000-0000-6625            |      | 1.52                | breakroom remodel supplies | 609846                    | Building Improvement  | N |
|        | 13-330-000-0000-6576            |      | 6.99                | supplies                   | 610344                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6576            |      | 14.97               | supplies                   | 610635                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6576            |      | 39.60               | supplies                   | 610873                    | Shop Supplies & Tools | N |
|        | 13-330-000-0000-6317            |      | 179.97              | bldg maint                 | 610928                    | Building Maintenance  | N |
|        | 13-330-000-0000-6317            |      | 5.99                | bldg maint                 | 611184                    | Building Maintenance  | N |
| 5988   | Preston Auto Parts              |      | 1,302.36            | 30 Transactions            |                           |                       |   |
| 5753   | RDO Equipment Co                |      |                     |                            |                           |                       |   |
|        | 13-330-000-0000-6575            |      | 723.46              | parts                      | P87918                    | Machinery Parts       | N |
|        | 13-330-000-0000-6575            |      | 177.86              | parts                      | P87996                    | Machinery Parts       | N |
|        | 13-330-000-0000-6575            |      | 388.69              | parts                      | P88003                    | Machinery Parts       | N |
|        | 13-330-000-0000-6575            |      | 38.12               | parts                      | P88004                    | Machinery Parts       | N |
|        | 13-330-000-0000-6575            |      | 78.63               | parts                      | P88169                    | Machinery Parts       | N |
|        | 13-330-000-0000-6575            |      | 183.36              | parts                      | P88445                    | Machinery Parts       | N |
|        | 13-330-000-0000-6575            |      | 82.02               | parts                      | P88446                    | Machinery Parts       | N |
|        | 13-330-000-0000-6575            |      | 211.34              | parts                      | P88506                    | Machinery Parts       | N |
|        | 13-330-000-0000-6575            |      | 164.37              | parts                      | P88661                    | Machinery Parts       | N |
| 5753   | RDO Equipment Co                |      | 2,047.85            | 9 Transactions             |                           |                       |   |
| 3989   | Ronco Engineering Sales Co, Inc |      |                     |                            |                           |                       |   |
|        | 13-330-000-0000-6575            |      | 237.50              | labor                      | 3190082                   | Machinery Parts       | N |
|        | 13-330-000-0000-6575            |      | 135.83              | parts                      | 3190082                   | Machinery Parts       | N |
|        | 13-330-000-0000-6575            |      | 2,824.65            | parts                      | 3190401                   | Machinery Parts       | N |

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| Vendor | Name                            | Rpt  | Warrant Description | Invoice #                  | Account/Formula Descripti | 1099                    |
|--------|---------------------------------|------|---------------------|----------------------------|---------------------------|-------------------------|
| No.    | Account/Formula                 | Accr | Amount              | Service Dates              | Paid On Bhf #             | On Behalf of Name       |
| 3989   | Ronco Engineering Sales Co, Inc |      | 3,197.98            | 3 Transactions             |                           |                         |
| 5567   | Run Right Power Equipment LLC   |      |                     |                            |                           |                         |
|        | 13-330-000-0000-6575            |      | 15.68               | parts                      | 14084                     | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 94.60               | parts                      | 14093                     | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 20.60               | parts                      | 14109                     | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 88.14               | parts                      | 14120                     | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 114.80              | parts                      | 14149                     | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 7.00                | parts                      | 14158                     | Machinery Parts N       |
| 5567   | Run Right Power Equipment LLC   |      | 340.82              | 6 Transactions             |                           |                         |
| 618    | Scharf Auto Supply Inc          |      |                     |                            |                           |                         |
|        | 13-330-000-0000-6575            |      | 5.40                | filters                    | 622579                    | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 41.76               | filters                    | 622802                    | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 17.22               | filters                    | 622950                    | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 116.06              | filters                    | 623310                    | Machinery Parts N       |
|        | 13-330-000-0000-6576            |      | 43.15               | supplies                   | 623310                    | Shop Supplies & Tools N |
|        | 13-330-000-0000-6575            |      | 83.74               | filters                    | 623424                    | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 179.73              | filters                    | 624010                    | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 99.35               | filters                    | 624206                    | Machinery Parts N       |
| 618    | Scharf Auto Supply Inc          |      | 586.41              | 8 Transactions             |                           |                         |
| 5833   | Spring Valley Ace Hardware      |      |                     |                            |                           |                         |
|        | 13-330-000-0000-6576            |      | 9.99                | supplies                   | A105919                   | Shop Supplies & Tools N |
|        | 13-330-000-0000-6576            |      | 3.99                | supplies                   | A107117                   | Shop Supplies & Tools N |
|        | 13-330-000-0000-6576            |      | 43.99               | supplies                   | B173088                   | Shop Supplies & Tools N |
| 5833   | Spring Valley Ace Hardware      |      | 57.97               | 3 Transactions             |                           |                         |
| 4630   | Truck Utilities, Inc            |      |                     |                            |                           |                         |
|        | 13-330-000-0000-6575            |      | 320.43              | parts                      | 5345580                   | Machinery Parts N       |
| 4630   | Truck Utilities, Inc            |      | 320.43              | 1 Transactions             |                           |                         |
| 7757   | Universal Truck Equipment Inc   |      |                     |                            |                           |                         |
|        | 13-330-000-0000-6575            |      | 1,182.66            | parts                      | 50953                     | Machinery Parts N       |
|        | 13-330-000-0000-6575            |      | 7,652.42            | parts                      | 51083                     | Machinery Parts N       |
| 7757   | Universal Truck Equipment Inc   |      | 8,835.08            | 2 Transactions             |                           |                         |
| 8755   | Valley Home Improvement         |      |                     |                            |                           |                         |
|        | 13-330-000-0000-6625            |      | 75.81               | breakroom remodel supplies | 62337                     | Building Improvement N  |

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

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| Vendor | Name                                    | Rpt  | Warrant Description | Invoice #                   | Account/Formula Descripti | 1099                     |   |
|--------|-----------------------------------------|------|---------------------|-----------------------------|---------------------------|--------------------------|---|
| No.    | Account/Formula                         | Accr | Amount              | Service Dates               | Paid On Bhf #             | On Behalf of Name        |   |
|        | 13-330-000-0000-6625                    |      | 145.91              | breakroom remodel supplies  | 62352                     | Building Improvement     | N |
|        | 13-330-000-0000-6625                    |      | 25.94               | breakroom remodel supplies  | 62359                     | Building Improvement     | N |
|        | 13-330-000-0000-6625                    |      | 256.00              | breakroom remodel supplies  | 62432                     | Building Improvement     | N |
|        | 13-330-000-0000-6625                    |      | 117.42              | breakroom remodel supplies  | 62501                     | Building Improvement     | N |
|        | 13-330-000-0000-6625                    |      | 42.17-              | breakroom remodel supplies  | 62648                     | Building Improvement     | N |
|        | 13-330-000-0000-6625                    |      | 40.86               | breakroom remodel supplies  | 62738                     | Building Improvement     | N |
| 8755   | Valley Home Improvement                 |      | 619.77              | 7 Transactions              |                           |                          |   |
| 450    | Zep Sales & Service, ACUITY SPECIALTY I |      |                     |                             |                           |                          |   |
|        | 13-330-000-0000-6576                    |      | 373.33              | supplies                    | 9004716077                | Shop Supplies & Tools    | N |
| 450    | Zep Sales & Service, ACUITY SPECIALTY I |      | 373.33              | 1 Transactions              |                           |                          |   |
| 451    | Ziegler Inc                             |      |                     |                             |                           |                          |   |
|        | 13-330-000-0000-6575                    |      | 1,243.97            | cutting edges               | 2890800                   | Machinery Parts          | N |
|        | 13-330-000-0000-6575                    |      | 219.25              | parts                       | 2890800                   | Machinery Parts          | N |
| 451    | Ziegler Inc                             |      | 1,463.22            | 2 Transactions              |                           |                          |   |
| 330    | DEPT Total:                             |      | 56,675.96           | Equipment Maintenance Shops | 33 Vendors                | 148 Transactions         |   |
| 340    | DEPT                                    |      |                     | Local Option Sales Tax      |                           |                          |   |
| 99     | Erickson Engineering LLC                |      |                     |                             |                           |                          |   |
|        | 13-340-000-0000-6265                    |      | 105.00              | consulting                  | 13339                     | Consulting               | N |
| 99     | Erickson Engineering LLC                |      | 105.00              | 1 Transactions              |                           |                          |   |
| 347    | State Of Mn                             |      |                     |                             |                           |                          |   |
|        | 13-340-000-0000-6377                    |      | 713.06              | material inspection         | P00010930                 | Fees And Service Charges | N |
| 347    | State Of Mn                             |      | 713.06              | 1 Transactions              |                           |                          |   |
| 340    | DEPT Total:                             |      | 818.06              | Local Option Sales Tax      | 2 Vendors                 | 2 Transactions           |   |
| 13     | Fund Total:                             |      | 202,772.28          | County Road & Bridge        |                           | 208 Transactions         |   |

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14 Sanitation Fund

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| Vendor | Name                                   | Rpt  | Amount   | Warrant Description          | Invoice #     | Account/Formula Descripti    | 1099 |
|--------|----------------------------------------|------|----------|------------------------------|---------------|------------------------------|------|
| No.    | Account/Formula                        | Accr |          | Service Dates                | Paid On Bhf # | On Behalf of Name            |      |
| 390    | DEPT                                   |      |          | Resource Recovery Center     |               |                              |      |
| 5152   | AMC                                    |      |          |                              |               |                              |      |
|        | 14-390-000-0000-6242                   |      | 200.00   | SWAA 2020 Membership         | 10746         | Membership Dues              | N    |
|        |                                        |      |          | 12/03/2019 12/03/2019        |               |                              |      |
| 5152   | AMC                                    |      | 200.00   | 1 Transactions               |               |                              |      |
| 6150   | Cintas Corporation No.2                |      |          |                              |               |                              |      |
|        | 14-390-000-0000-6377                   |      | 17.70    | Uniforms                     | 4036233502    | Fees And Service Charges     | N    |
|        |                                        |      |          | 11/29/2019 11/29/2019        |               |                              |      |
|        | 14-390-000-0000-6377                   |      | 13.38    | Uniforms                     | 4036796660    | Fees And Service Charges     | N    |
|        |                                        |      |          | 12/06/2019 12/06/2019        |               |                              |      |
| 6150   | Cintas Corporation No.2                |      | 31.08    | 2 Transactions               |               |                              |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |          |                              |               |                              |      |
|        | 14-390-000-0000-6245                   |      | 188.50   | SWAA Conference Lodging - DH |               | Registration Fees            | N    |
|        |                                        |      |          | 09/27/2019 09/27/2019        |               |                              |      |
|        | 14-390-000-0000-6245                   |      | 275.00   | Forklift Training - DH       |               | Registration Fees            | N    |
|        |                                        |      |          | 10/01/2019 10/01/2019        |               |                              |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 463.50   | 2 Transactions               |               |                              |      |
| 83550  | Kelly Printing & Signs LLC             |      |          |                              |               |                              |      |
|        | 14-390-000-0000-6402                   |      | 98.00    | Register Forms - Shipping    | 35195         | Stationary And Forms         | N    |
|        |                                        |      |          | 11/11/2019 11/11/2019        |               |                              |      |
| 83550  | Kelly Printing & Signs LLC             |      | 98.00    | 1 Transactions               |               |                              |      |
| 1472   | Stericycle Inc                         |      |          |                              |               |                              |      |
|        | 14-390-000-0000-6862                   |      | 41.20    | Sharps Disposal              | 4009021941    | Management Of Problem Wastes | N    |
|        |                                        |      |          | 11/14/2019 11/14/2019        |               |                              |      |
| 1472   | Stericycle Inc                         |      | 41.20    | 1 Transactions               |               |                              |      |
| 7385   | Veolia Environmental Services          |      |          |                              |               |                              |      |
|        | 14-390-000-0000-6862                   |      | 7,890.01 | Fall HHW                     | 928202750     | Management Of Problem Wastes | N    |
|        |                                        |      |          | 11/25/2019 11/25/2019        |               |                              |      |
| 7385   | Veolia Environmental Services          |      | 7,890.01 | 1 Transactions               |               |                              |      |
| 390    | DEPT Total:                            |      | 8,723.79 | Resource Recovery Center     | 6 Vendors     | 8 Transactions               |      |
| 391    | DEPT                                   |      |          | Score Grant Program          |               |                              |      |
| 8757   | OSI Environmental, Inc                 |      |          |                              |               |                              |      |

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 14 Sanitation Fund

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 22

| Vendor | Name                         | Rpt  | Amount   | Warrant Description          | Invoice #     | Account/Formula Descripti   | 1099 |
|--------|------------------------------|------|----------|------------------------------|---------------|-----------------------------|------|
| No.    | Account/Formula              | Accr |          | Service Dates                | Paid On Bhf # | On Behalf of Name           |      |
|        | 14-391-000-0000-6861         |      | 100.00   | Used Oil                     | 2082180       | Recycling Operation Expense | N    |
|        |                              |      |          | 11/30/2019 11/30/2019        |               |                             |      |
|        | 14-391-000-0000-6861         |      | 100.00   | Filters                      | 2082201       | Recycling Operation Expense | N    |
|        |                              |      |          | 11/30/2019 11/30/2019        |               |                             |      |
| 8757   | OSI Environmental, Inc       |      | 200.00   | 2 Transactions               |               |                             |      |
| 6351   | Southern Minnesota Recycling |      |          |                              |               |                             |      |
|        | 14-391-000-0000-6861         |      | 515.00   | Nov 2019 Appliance Recycling |               | Recycling Operation Expense | N    |
|        |                              |      |          | 11/01/2019 11/25/2019        |               |                             |      |
| 6351   | Southern Minnesota Recycling |      | 515.00   | 1 Transactions               |               |                             |      |
| 391    | DEPT Total:                  |      | 715.00   | Score Grant Program          | 2 Vendors     | 3 Transactions              |      |
| 14     | Fund Total:                  |      | 9,438.79 | Sanitation Fund              |               | 11 Transactions             |      |

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23 County Airport Fund

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 23

| Vendor | Name                                   | Rpt  | Warrant Description | Invoice #                    | Account/Formula Descripti | 1099                            |
|--------|----------------------------------------|------|---------------------|------------------------------|---------------------------|---------------------------------|
| No.    | Account/Formula                        | Accr | Service Dates       | Paid On Bhf #                | On Behalf of Name         |                                 |
| 350    | DEPT                                   |      | County Airport      |                              |                           |                                 |
| 4298   | Essig Agency                           |      |                     |                              |                           |                                 |
|        | 23-350-000-0000-6354                   |      | 459.00              | 2020 Courtesy Van Lia Ins    | 1180                      | Property Liability Insurance    |
|        |                                        |      |                     | 11/29/2019 11/29/2019        |                           |                                 |
| 4298   | Essig Agency                           |      | 459.00              | 1 Transactions               |                           |                                 |
| 110    | Fillmore Co Treasurer                  |      |                     |                              |                           |                                 |
|        | 23-350-000-0000-6316                   |      | 1,680.00            | Hwy Snow Removal             |                           | Grounds Maintenance             |
|        |                                        |      |                     | 02/14/2019 03/07/2019        |                           |                                 |
|        | 23-350-000-0000-6316                   |      | 300.00              | Hwy Runway Sweeping          |                           | Grounds Maintenance             |
|        |                                        |      |                     | 03/26/2019 03/26/2019        |                           |                                 |
|        | 23-350-000-0000-6316                   |      | 210.00              | Hwy Mowing                   |                           | Grounds Maintenance             |
|        |                                        |      |                     | 07/17/2019 07/17/2019        |                           |                                 |
| 110    | Fillmore Co Treasurer                  |      | 2,190.00            | 3 Transactions               |                           |                                 |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |                     |                              |                           |                                 |
|        | 23-350-000-0000-6337                   |      | 360.93              | MCOA Conf Lodging - PS       |                           | Other Travel Expense-Meals      |
|        |                                        |      |                     | 04/23/2019 04/26/2019        |                           |                                 |
|        | 23-350-000-0000-6337                   |      | 35.90               | MCOA Conference Fuel - PS    |                           | Other Travel Expense-Meals      |
|        |                                        |      |                     | 04/26/2019 04/26/2019        |                           |                                 |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 396.83              | 2 Transactions               |                           |                                 |
| 170    | Hyland Motor Company                   |      |                     |                              |                           |                                 |
|        | 23-350-000-0000-6305                   |      | 67.70               | Mower Mtc & Supplies         | 142188                    | Machinery And Equipment Repairs |
|        |                                        |      |                     | 10/23/2019 10/23/2019        |                           |                                 |
| 170    | Hyland Motor Company                   |      | 67.70               | 1 Transactions               |                           |                                 |
| 2645   | Myhre/Charles                          |      |                     |                              |                           |                                 |
|        | 23-350-000-0000-6316                   |      | 180.00              | Gopher Trapping - 36 Gophers |                           | Grounds Maintenance             |
|        |                                        |      |                     | 12/02/2019 12/02/2019        |                           |                                 |
| 2645   | Myhre/Charles                          |      | 180.00              | 1 Transactions               |                           |                                 |
| 350    | DEPT Total:                            |      | 3,293.53            | County Airport               | 5 Vendors                 | 8 Transactions                  |
| 23     | Fund Total:                            |      | 3,293.53            | County Airport Fund          |                           | 8 Transactions                  |
|        | Final Total:                           |      | 249,917.95          | 117 Vendors                  | 299 Transactions          |                                 |

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

| Recap by Fund | <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u>          |                    |
|---------------|-------------|---------------|----------------------|--------------------|
|               | 1           | 34,413.35     | County Revenue Fund  |                    |
|               | 13          | 202,772.28    | County Road & Bridge |                    |
|               | 14          | 9,438.79      | Sanitation Fund      |                    |
|               | 23          | 3,293.53      | County Airport Fund  |                    |
|               | All Funds   | 249,917.95    | Total                | Approved by, ..... |
|               |             |               |                      | .....              |
|               |             |               |                      | .....              |

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1 County Revenue Fund

## \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

| Vendor        | Name                              | Rpt  | Warrant Description | Invoice #                      | Account/Formula Descripti | 1099                          |
|---------------|-----------------------------------|------|---------------------|--------------------------------|---------------------------|-------------------------------|
| No.           | Account/Formula                   | Accr | Amount              | Service Dates                  | Paid On Bhf #             | On Behalf of Name             |
| 3219          | Centurylink                       |      |                     |                                |                           |                               |
|               | 01-149-000-0000-6203              |      | 2.09                | Courthouse Phone Acct#83259885 | 1481145384                | Telephone N                   |
|               |                                   |      |                     | 10/24/2019 11/23/2019          |                           |                               |
|               | 01-149-000-0000-6203              |      | 0.04                | FCOB Phone Acct #83398668      | 1481146002                | Telephone N                   |
|               |                                   |      |                     | 10/24/2019 11/23/2019          |                           |                               |
| 3219          | Centurylink                       |      | 2.13                | 2 Transactions                 |                           |                               |
| 85440         | Centurylink                       |      |                     |                                |                           |                               |
|               | 01-149-000-0000-6203              |      | 790.76              | Courthouse Phone Charges       | 301269347                 | Telephone N                   |
|               |                                   |      |                     | 11/26/2019 12/25/2019          |                           |                               |
| 85440         | Centurylink                       |      | 790.76              | 1 Transactions                 |                           |                               |
| 5660          | De Lage Landen Financial Services |      |                     |                                |                           |                               |
|               | 01-149-000-0000-6288              |      | 1,534.15            | Copy Machine Lease             | 65990099                  | Copy Machine - Lease N        |
|               |                                   |      |                     | 12/12/2019 01/11/2020          |                           |                               |
| 5660          | De Lage Landen Financial Services |      | 1,534.15            | 1 Transactions                 |                           |                               |
| 6157          | Further                           |      |                     |                                |                           |                               |
|               | 01-149-000-0000-6289              |      | 410.05              | Nov 2019 Participation Fee     | 1422893                   | Select Account Adm. N         |
|               |                                   |      |                     | 11/01/2019 11/30/2019          |                           |                               |
| 6157          | Further                           |      | 410.05              | 1 Transactions                 |                           |                               |
| 5294          | RELX Inc.DBA LexisNexis           |      |                     |                                |                           |                               |
|               | 01-091-000-0000-6451              |      | 198.00              | Lexis Nexis Subscript Nov 2019 | 3092333544                | Reference Materials N         |
|               |                                   |      |                     | 11/01/2019 11/30/2019          |                           |                               |
| 5294          | RELX Inc.DBA LexisNexis           |      | 198.00              | 1 Transactions                 |                           |                               |
| 86848         | US POSTMASTER                     |      |                     |                                |                           |                               |
|               | 01-091-000-0000-6205              |      | 76.00               | Atty Annual Rent PO Box 307    |                           | Postage And Postal Box Rent N |
|               |                                   |      |                     | 01/01/2020 12/31/2020          |                           |                               |
| 86848         | US POSTMASTER                     |      | 76.00               | 1 Transactions                 |                           |                               |
| 1 Fund Total: |                                   |      | 3,011.09            | County Revenue Fund            | 6 Vendors                 | 7 Transactions                |



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13 County Road &amp; Bridge

## \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

| Vendor | Name                            | Rpt  |            | Warrant Description | Invoice #     | Account/Formula Descripti      | 1099 |
|--------|---------------------------------|------|------------|---------------------|---------------|--------------------------------|------|
| No.    | Account/Formula                 | Accr | Amount     | Service Dates       | Paid On Bhf # | On Behalf of Name              |      |
| 4369   | AcenTek                         |      |            |                     |               |                                |      |
|        | 13-300-000-0000-6203            |      | 118.09     | telephone           | 11441921      | Telephone                      | N    |
|        | 13-300-000-0000-6203            |      | 98.90      | telephone           | 11442868      | Telephone                      | N    |
| 4369   | AcenTek                         |      | 216.99     | 2 Transactions      |               |                                |      |
| 2208   | Canton City - Hwy dept          |      |            |                     |               |                                |      |
|        | 13-330-000-0000-6251            |      | 69.37      | utilities           | 125972        | Electricity                    | N    |
| 2208   | Canton City - Hwy dept          |      | 69.37      | 1 Transactions      |               |                                |      |
| 3219   | Centurylink                     |      |            |                     |               |                                |      |
|        | 13-300-000-0000-6203            |      | 5.47       | telephone           | 1481146003    | Telephone                      | N    |
| 3219   | Centurylink                     |      | 5.47       | 1 Transactions      |               |                                |      |
| 85440  | Centurylink                     |      |            |                     |               |                                |      |
|        | 13-300-000-0000-6203            |      | 119.54     | telephone           | 301264100     | Telephone                      | N    |
|        | 13-300-000-0000-6203            |      | 205.35     | telephone           | 301269901     | Telephone                      | N    |
| 85440  | Centurylink                     |      | 324.89     | 2 Transactions      |               |                                |      |
| 288    | City Of Peterson                |      |            |                     |               |                                |      |
|        | 13-330-000-0000-6251            |      | 184.98     | utilities           | 108A          | Electricity                    | N    |
| 288    | City Of Peterson                |      | 184.98     | 1 Transactions      |               |                                |      |
| 1829   | Frontier Communications         |      |            |                     |               |                                |      |
|        | 13-300-000-0000-6203            |      | 75.53      | telephone           | 5079373211    | Telephone                      | N    |
| 1829   | Frontier Communications         |      | 75.53      | 1 Transactions      |               |                                |      |
| 3388   | Minnowa Construction Inc        |      |            |                     |               |                                |      |
|        | 13-320-000-0000-6343            |      | 126,783.77 | 601-030 R/C #4      |               | Regular Construction Contracts | N    |
|        |                                 |      |            | 12/06/2019          | 12/06/2019    |                                |      |
| 3388   | Minnowa Construction Inc        |      | 126,783.77 | 1 Transactions      |               |                                |      |
| 6094   | MN Energy Resources Corporation |      |            |                     |               |                                |      |
|        | 13-330-000-0000-6255            |      | 555.37     | natural gas         | 0502625354    | Gas                            | N    |
|        | 13-330-000-0000-6255            |      | 115.71     | natural gas         | 0505303491    | Gas                            | N    |
|        | 13-330-000-0000-6255            |      | 387.74     | natural gas         | 0506251865    | Gas                            | N    |
|        | 13-330-000-0000-6255            |      | 269.21     | natural gas         | 0507313281    | Gas                            | N    |
|        | 13-330-000-0000-6255            |      | 279.70     | natural gas         | 0507351562    | Gas                            | N    |
| 6094   | MN Energy Resources Corporation |      | 1,607.73   | 5 Transactions      |               |                                |      |
| 5978   | PCiRoads LLC                    |      |            |                     |               |                                |      |

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13 County Road & Bridge

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 4

| Vendor         | Name                           | Rpt  | Warrant Description | Invoice #            | Account/Formula Descripti | 1099                           |   |
|----------------|--------------------------------|------|---------------------|----------------------|---------------------------|--------------------------------|---|
| No.            | Account/Formula                | Accr | Amount              | Service Dates        | Paid On Bhf #             | On Behalf of Name              |   |
|                | 13-320-000-0000-6343           |      | 1,530.03            | 601-034 R/C #6       |                           | Regular Construction Contracts | N |
|                |                                |      |                     | 12/06/2019           | 12/06/2019                |                                |   |
|                | 13-320-000-0000-6351           |      | 82.99               | 601-034 Olmsted #6   |                           | Local Cost Participation       | N |
|                |                                |      |                     | 12/06/2019           | 12/06/2019                |                                |   |
| 5978           | PCiRoads LLC                   |      | 1,613.02            | 2 Transactions       |                           |                                |   |
| 343            | Spring Valley Public Utilities |      |                     |                      |                           |                                |   |
|                | 13-330-000-0000-6251           |      | 324.36              | utilities            | 1124                      | Electricity                    | N |
| 343            | Spring Valley Public Utilities |      | 324.36              | 1 Transactions       |                           |                                |   |
| 13 Fund Total: |                                |      | 131,206.11          | County Road & Bridge | 10 Vendors                | 17 Transactions                |   |

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 14 Sanitation Fund

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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| Vendor         | Name                       | Rpt  | Warrant Description | Invoice #                    | Account/Formula Descripti | 1099                  |
|----------------|----------------------------|------|---------------------|------------------------------|---------------------------|-----------------------|
| No.            | Account/Formula            | Accr | Amount              | Service Dates                | Paid On Bhf #             | On Behalf of Name     |
| 85440          | Centurylink                |      |                     |                              |                           |                       |
|                | 14-390-000-0000-6203       |      | 145.78              | November 2019 Phone/Internet | 301270054                 | Telephone             |
|                |                            |      |                     | 11/26/2019 12/25/2019        |                           |                       |
| 85440          | Centurylink                |      | 145.78              | 1 Transactions               |                           |                       |
| 5882           | Winneshiek County Landfill |      |                     |                              |                           |                       |
|                | 14-390-000-0000-6374       |      | 1,270.50            | Tipping Fees                 | 23673                     | Landfill Tipping Fees |
|                |                            |      |                     | 11/13/2019 11/14/2019        |                           |                       |
|                | 14-390-000-0000-6374       |      | 4,184.50            | Tipping Fee - Fine           | 23687                     | Landfill Tipping Fees |
|                |                            |      |                     | 11/20/2019 11/26/2019        |                           |                       |
| 5882           | Winneshiek County Landfill |      | 5,455.00            | 2 Transactions               |                           |                       |
| 14 Fund Total: |                            |      | 5,600.78            | Sanitation Fund              | 2 Vendors                 | 3 Transactions        |

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23 County Airport Fund

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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| Vendor         | Name                 |      | Rpt |        | Warrant Description           | Invoice #     | Account/Formula Descripti | 1099 |
|----------------|----------------------|------|-----|--------|-------------------------------|---------------|---------------------------|------|
| No.            | Account/Formula      | Accr |     | Amount | Service Dates                 | Paid On Bhf # | On Behalf of Name         |      |
| 85440          | Centurylink          |      |     |        |                               |               |                           |      |
|                | 23-350-000-0000-6203 |      |     | 136.54 | Telephone 11/26/19-12/25/19   | 301269537     | Telephone                 | N    |
|                |                      |      |     |        | 11/26/2019 12/25/2019         |               |                           |      |
|                | 23-350-000-0000-6203 |      |     | 55.74  | Analog Line 11/26/19-12/25/19 | 301269908     | Telephone                 | N    |
|                |                      |      |     |        | 11/26/2019 12/25/2019         |               |                           |      |
| 85440          | Centurylink          |      |     | 192.28 | 2 Transactions                |               |                           |      |
| 23 Fund Total: |                      |      |     | 192.28 | County Airport Fund           | 1 Vendors     | 2 Transactions            |      |

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87 State Revenue And School

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 7

| Vendor         | Name                     |      | Rpt |            | Warrant Description           | Invoice #       | Account/Formula Descripti | 1099 |
|----------------|--------------------------|------|-----|------------|-------------------------------|-----------------|---------------------------|------|
| No.            | Account/Formula          | Accr |     | Amount     | Service Dates                 | Paid On Bhf #   | On Behalf of Name         |      |
| 1859           | MN Department Of Finance |      |     |            |                               |                 |                           |      |
|                | 87-000-000-0000-2313     |      |     | 1,428.00   | November 2019 RE Surcharge    |                 | Real Estate Surcharge     | N    |
|                |                          |      |     |            | 11/01/2019 11/30/2019         |                 |                           |      |
|                | 87-000-000-0000-2404     |      |     | 6.00       | November 2019 State Assurance |                 | State Assurance           | N    |
|                |                          |      |     |            | 11/01/2019 11/30/2019         |                 |                           |      |
| 1859           | MN Department Of Finance |      |     | 1,434.00   | 2 Transactions                |                 |                           |      |
| 5993           | Mn Dept Of Health        |      |     |            |                               |                 |                           |      |
|                | 87-000-000-0000-2312     |      |     | 212.50     | Nov 2019 Well Mgmt Funds      |                 | Well Management Funds     | N    |
|                |                          |      |     |            | 11/01/2019 11/30/2019         |                 |                           |      |
| 5993           | Mn Dept Of Health        |      |     | 212.50     | 1 Transactions                |                 |                           |      |
| 87 Fund Total: |                          |      |     | 1,646.50   | State Revenue And School Fund | 2 Vendors       | 3 Transactions            |      |
| Final Total:   |                          |      |     | 141,656.76 | 21 Vendors                    | 32 Transactions |                           |      |

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\*\*\* Fillmore County \*\*\*

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Page 8

| Recap by Fund | <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u>                   |                    |
|---------------|-------------|---------------|-------------------------------|--------------------|
|               | 1           | 3,011.09      | County Revenue Fund           |                    |
|               | 13          | 131,206.11    | County Road & Bridge          |                    |
|               | 14          | 5,600.78      | Sanitation Fund               |                    |
|               | 23          | 192.28        | County Airport Fund           |                    |
|               | 87          | 1,646.50      | State Revenue And School Fund |                    |
|               | All Funds   | 141,656.76    | Total                         | Approved by, ..... |
|               |             |               |                               | .....              |
|               |             |               |                               | .....              |

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1 County Revenue Fund

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

| Vendor | Name                                                             | Rpt  | Warrant Description | Invoice #                                                                | Account/Formula Descripti                 | 1099              |
|--------|------------------------------------------------------------------|------|---------------------|--------------------------------------------------------------------------|-------------------------------------------|-------------------|
| No.    | Account/Formula                                                  | Accr | Amount              | Service Dates                                                            | Paid On Bhf #                             | On Behalf of Name |
| 1      | 4855 B&B Olympic Bowl<br>01-251-000-0000-6379                    |      | 3,972.00            | Nov 2019 Board of Prisoners<br>11/01/2019 11/30/2019<br>1 Transactions   | Board Of Prisoners                        | N                 |
| 2      | 3219 Centurylink<br>01-251-000-0000-6203                         |      | 25.69               | Sheriff Long Dist - #82944125<br>10/21/2019 11/23/2019<br>1 Transactions | 1481145280 Telephone                      | N                 |
| 4      | 85440 Centurylink<br>01-203-000-0000-6203                        |      | 47.67               | Spr Valley Sheriff Phone<br>11/26/2019 12/25/2019                        | 301264120 Telephone                       | N                 |
| 3      | 01-102-000-0000-6203                                             |      | 58.86               | 909 Houston St NW Phone<br>11/26/2019 12/25/2019                         | 301269931 Telephone                       | N                 |
| 5      | 01-251-000-0000-6203                                             |      | 70.50               | Sheriff Office Phone<br>11/26/2019 12/25/2019<br>3 Transactions          | 406899378 Telephone                       | N                 |
| 6      | 4574 Hanson/Robert G.<br>01-125-000-0000-6377                    |      | 400.00              | Oct/Nov Van Trips to VA<br>10/09/2019 11/21/2019<br>1 Transactions       | Fees And Service Charges                  | Y                 |
| 7      | 4441 Independent Emergency Services, LLC<br>01-201-000-0000-6310 |      | 100.00              | Dec 2019 911 Service<br>12/01/2019 12/31/2019<br>1 Transactions          | 200-0223 Contract Repairs And Maintenance | Y                 |
| 8      | 6267 Jeffers/Edward Charles<br>01-125-000-0000-6377              |      | 320.00              | Oct/Nov Van Trips to VA<br>10/01/2019 11/25/2019<br>1 Transactions       | Fees And Service Charges                  | N                 |
| 9      | 4504 Laughlin/Ronald D.<br>01-125-000-0000-6377                  |      | 560.00              | Oct/Nov Van Trips to VA<br>10/02/2019 11/20/2019<br>1 Transactions       | Fees And Service Charges                  | Y                 |
|        | 5536 MiEnergy Cooperative                                        |      |                     |                                                                          |                                           |                   |

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 1 County Revenue Fund

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

| Vendor        | Name                                                            | Rpt  |          | Warrant Description                     | Invoice #     | Account/Formula Descripti | 1099 |
|---------------|-----------------------------------------------------------------|------|----------|-----------------------------------------|---------------|---------------------------|------|
| No.           | Account/Formula                                                 | Accr | Amount   | Service Dates                           | Paid On Bhf # | On Behalf of Name         |      |
| 10            | 01-251-000-0000-6251                                            |      | 118.20   | Radio Tower Electricity                 |               | Electricity               | N    |
|               | 5536 MiEnergy Cooperative                                       |      | 118.20   | 11/01/2019 12/01/2019<br>1 Transactions |               |                           |      |
| 11            | 6094 MN Energy Resources Corporation<br>01-251-000-0000-6255    |      | 535.72   | Jail Natural Gas                        | 2831865520    | Gas                       | N    |
|               |                                                                 |      |          | 10/23/2019 11/22/2019                   |               |                           |      |
| 12            | 01-111-000-0000-6255                                            |      | 1,690.67 | Crthouse & FCOB Natural Gas             | 2838824274    | Gas                       | N    |
|               |                                                                 |      |          | 10/22/2019 11/21/2019                   |               |                           |      |
|               | 6094 MN Energy Resources Corporation                            |      | 2,226.39 | 2 Transactions                          |               |                           |      |
| 13            | 437 Thomson Reuters-West Payment Center<br>01-014-000-0000-6451 |      | 365.50   | Nov 2019 West Info Charges              | 841403598     | Reference Materials       | N    |
|               |                                                                 |      |          | 11/01/2019 11/30/2019                   |               |                           |      |
|               | 437 Thomson Reuters-West Payment Center                         |      | 365.50   | 1 Transactions                          |               |                           |      |
| 1 Fund Total: |                                                                 |      | 8,264.81 | County Revenue Fund                     | 10 Vendors    | 13 Transactions           |      |



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14 Sanitation Fund

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 4

| Vendor Name    |                                                         | Rpt  | Warrant Description |                                                         | Invoice #     | Account/Formula Descripti |                | 1099 |
|----------------|---------------------------------------------------------|------|---------------------|---------------------------------------------------------|---------------|---------------------------|----------------|------|
| No.            | Account/Formula                                         | Accr | Amount              | Service Dates                                           | Paid On Bhf # | On Behalf of Name         |                |      |
| 14             | 5882 Winneshiek County Landfill<br>14-390-000-0000-6374 |      | 2,557.10            | Tipping Fees<br>12/03/2019 12/03/2019<br>1 Transactions | 23705         | Landfill Tipping Fees     |                | N    |
|                | 5882 Winneshiek County Landfill                         |      | 2,557.10            |                                                         |               |                           |                |      |
| 14 Fund Total: |                                                         |      | 2,557.10            | Sanitation Fund                                         |               | 1 Vendors                 | 1 Transactions |      |

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23 County Airport Fund

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 5

| Vendor Name    |                                                   | <u>Rpt</u>  | <u>Warrant Description</u> |                                                        | <u>Invoice #</u>     | <u>Account/Formula Descripti</u> | <u>1099</u> |
|----------------|---------------------------------------------------|-------------|----------------------------|--------------------------------------------------------|----------------------|----------------------------------|-------------|
| <u>No.</u>     | <u>Account/Formula</u>                            | <u>Accr</u> | <u>Amount</u>              | <u>Service Dates</u>                                   | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u>         |             |
| 15             | 5536 MiEnergy Cooperative<br>23-350-000-0000-6251 |             | 500.79                     | Electricity 11/01/19-12/01/19<br>11/01/2019 12/01/2019 |                      | Electricity                      | N           |
| 16             | 23-350-000-0000-6251                              |             | 38.42                      | Electricity 11/01/19-12/01/19<br>11/01/2019 12/01/2019 |                      | Electricity                      | N           |
|                | 5536 MiEnergy Cooperative                         |             | 539.21                     | 2 Transactions                                         |                      |                                  |             |
| 23 Fund Total: |                                                   |             | 539.21                     | County Airport Fund                                    | 1 Vendors            | 2 Transactions                   |             |

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 73 Greenleafton Septic Projec

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 6

| Vendor         | Name                                              | Rpt  | Warrant Description | Invoice #                                           | Account/Formula Descripti | 1099              |
|----------------|---------------------------------------------------|------|---------------------|-----------------------------------------------------|---------------------------|-------------------|
| No.            | Account/Formula                                   | Accr | Amount              | Service Dates                                       | Paid On Bhf #             | On Behalf of Name |
| 17             | 5536 MiEnergy Cooperative<br>73-611-000-0000-6251 |      | 310.05              | Greenleafton Waste Plant<br>11/01/2019 12/01/2019   | Electricity               | N                 |
| 18             | 73-611-000-0000-6251                              |      | 42.69               | Greenleafton Plant Grinder<br>11/01/2019 12/01/2019 | Electricity               | N                 |
|                | 5536 MiEnergy Cooperative                         |      | 352.74              | 2 Transactions                                      |                           |                   |
| 73 Fund Total: |                                                   |      | 352.74              | Greenleafton Septic Project                         | 1 Vendors                 | 2 Transactions    |
| Final Total:   |                                                   |      | 11,713.86           | 13 Vendors                                          | 18 Transactions           |                   |

# \*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

| Recap by Fund | <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u>                |                    |
|---------------|-------------|---------------|----------------------------|--------------------|
|               | 1           | 8,264.81      | County Revenue Fund        |                    |
|               | 14          | 2,557.10      | Sanitation Fund            |                    |
|               | 23          | 539.21        | County Airport Fund        |                    |
|               | 73          | 352.74        | Greenleafon Septic Project |                    |
|               | All Funds   | 11,713.86     | Total                      | Approved by, ..... |
|               |             |               |                            | .....              |
|               |             |               |                            | .....              |

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/17/2019      Amount of time requested (minutes):

15 minutes

Dept.: Auditor/Treasurer's Office

Prepared By: Heidi Jones, Auditor/Treasurer

State item(s) of business with brief analysis. If requesting multiple items, please number each item for clarity. Provide relevant material(s) for documentation. Please note on each item if documentation is needed and attached.

## Consent Agenda:

### Documentation(Yes/No):

1. Overnight stay (3 nights) for Auditor/Treasurer, Heidi Jones to attend annual MACO conference, February 11-13. Yes

## Regular Agenda:

### Documentation (Yes/No):

Presidential Nomination Primary Information and reimbursement

Yes

State of Minnesota Election Grant

Yes

Salary Compensation Review

Yes

All requests for County Board agenda must be in the Coordinator's office **No later than noon Thursday prior to the Board date.** Items received after this time **will** not be placed on the Board agenda. All requests should be sent to: [bvickerman@co.fillmore.mn.us](mailto:bvickerman@co.fillmore.mn.us); [ainglett@co.fillmore.mn.us](mailto:ainglett@co.fillmore.mn.us); and [kruesink@co.fillmore.mn.us](mailto:kruesink@co.fillmore.mn.us)

Subject: Presidential Nomination Primary Cost Estimate

To: County Auditor and Election Administrators

The Office of Secretary of State (OSS) needs to estimate the reimbursable costs associated with the Presidential Nominating Primary. Attached is a spreadsheet for you to use in estimating the costs within your county, and this email outlines frequently asked questions to assist in completing this estimate. The spreadsheet has two distinct tabs: (1) the first tab is for those items explicitly approved in statute for reimbursement or that the OSS is seeking to have approved in administrative rules, and (2) the second tab is to submit any additional items for consideration for reimbursement under the OSS's discretionary authority through administrative rulemaking. **Please return a completed estimate to [julie.strother@state.mn.us](mailto:julie.strother@state.mn.us) by August 21, 2019.** If you have any questions in completing this estimate, please contact Julie Strother ([julie.strother@state.mn.us](mailto:julie.strother@state.mn.us) or 651-201-1342).

### **Why does the OSS need an estimate of Presidential Nomination Primary Costs?**

The law establishing the Presidential Nomination Primary (PNP) requires that the OSS reimburse counties and municipalities for certain expenses incurred in the administration of the PNP. See Minn. Stat. § 207A.15, subd. 2. The law requires that the OSS certify an estimate of reimbursable PNP expenses to the Commissioner of Minnesota Management and Budget in September 2019. This initial estimation of reimbursable is only an estimate, and the OSS will make supplemental certifications to the Commissioner of Management and Budget if new information indicates that the actual costs of conducting the election will exceed the OSS's initial estimate. See Minn. Stat. § 207A.15, subd. 1.

### **How do counties gather information for the estimate of the reimbursable local municipal costs?**

Counties estimating the reimbursable expenses and costs of the PNP may either use this memo to estimate the costs that will be occurred at the city and township level, or may request that each city and town submit their own individual estimate. If a county asks cities and towns to submit their own estimate, the county must ensure that the county and municipal submissions do not double count any expenses. In order to prevent any double counting of expenses or costs, the OSS asks that counties either submit one unified cost reimbursement spreadsheet or submit the individual county and municipal spreadsheets in one submission to the OSS.

### **What expenses are eligible for reimbursement?**

The law establishing the PNP sets out specific items that are eligible for reimbursement, and places a maximum reimbursable cost for some items. Specifically, Minnesota statutes allow for the reimbursement of the following expenses:

- Preparation and printing of ballots;
- Postage for absentee ballots;
- Sample ballot publication;
- Preparation of polling places, limited to a maximum of \$150 per precinct;
- Preparation of electronic voting systems, limited to a maximum of \$100 per precinct;
- Compensation for temporary staff or overtime payments for permanent staff;
- Salaries for election judges; and
- Compensation for canvassing board members.

See Minn. Stat. § 207A.15, subd. 2.

The law also allows for reimbursement of additional expenses if approved by the OSS. While the OSS will consider additional expenses proposed by counties and municipalities, the OSS has determined that, at minimum, the OSS will seek administrative approval for the reimbursement of the following additional expenses:

- Postage for UOCAVA and mail ballots;
- Printing of envelopes and instructions for absentee, UOCAVA, and mail ballots;
- Preparation of electronic voting systems for absentee locations, limited to the statutory maximum of \$100 per location;
- Preparation of an absentee location as a polling place, limited to the statutory maximum of \$150 per polling place;
- Salaries for election judges completing the two hours of PNP-specific additional training; and
- Costs associated with mailing absentee ballot applications to voters on the permanent absentee ballot list.

Counties and municipalities can request additional expenses for reimbursement, but any expansion of the categories of reimbursable expenses must be approved by the OSS and in administrative rules. Such rules will not be finalized until early 2020, and therefore the OSS will not be able to affirmatively approve additional expenses until those rules are approved by an administrative law judge.

#### **What is the process for reimbursement?**

The OSS will be providing counties and municipalities with the forms for certifying expenses incurred and requesting reimbursement. **All counties and municipalities must separately certify expenses incurred and must each request reimbursement for those expenses.** All certifications and reimbursement requests must include documentation, including itemized description of actual expenditures and copies of invoices.

Certifications and requests for reimbursement must be submitted to the OSS within 60 days of the certification of the results of the PNP. And the OSS must reimburse counties and municipalities 30 days later (no later than 90 days after the results of the PNP are certified). *See Minn. Stat. § 207A.15, subd. 2.*



## **OFFICE OF THE MINNESOTA SECRETARY OF STATE**

*Steve Simon*

December 2, 2019

### **2019 Voting Equipment Grants**

Grant applications are now being accepted for Minnesota's 2019 Voting Equipment Grants. The 2019 legislature authorized an additional \$2 Million in grant funding available to counties, cities, towns, and school districts to assist with the purchase of voting equipment. This is in addition to the \$7 million that was authorized and distributed in 2017. Similar to the 2017 legislative authorization, the legislature in 2019 authorized use of \$2 million in funds to offset up to 50% of optical scan precinct counters, optical scan central counters, or assisted voting devices; or up to 75% of electronic rosters. See [Minn. Laws. 2019, 1<sup>st</sup> Spec. Sess., Chap. 10, Art. 1 § 6.](#)

Jurisdictions wishing to submit an application for grant funds must do so by January 31, 2020. The applications are available on the Office of the Secretary of State's webpage. If you have questions about the application or the grant process, you may contact Brad Anderson ([bradley.k.anderson@state.mn.us](mailto:bradley.k.anderson@state.mn.us) or (651) 556-0642).

### **Important Dates for the Grant Application**

|                          |                                                                                                            |
|--------------------------|------------------------------------------------------------------------------------------------------------|
| January 31, 2020         | Applications must be received by the OSS by 4 p.m.                                                         |
| March 31, 2020           | Grants will be awarded with across the board reductions if more requests are received than funds available |
| April-May, 2020          | Grant contracts signed and returned, funds provided to jurisdictions                                       |
| April 2020-December 2020 | Equipment purchased                                                                                        |
| December 31, 2020        | Unused funds must be returned to OSS                                                                       |

### **Frequently Asked Questions**

*Q: How are the grant amounts determined?*

A: Grant amounts are determined based on the number of precincts used for the November 2018 State General Election (4,113 statewide). OSS has determined the maximum possible grant to be awarded would be \$5,000 per precinct. If the applications submitted exceed the \$2 million allocated by the legislature, which seems likely, this amount will be proportionally reduced. At a minimum, the awarded grant would be proportionally reduced down to \$486.260 per precinct if every county applied for the grant.



The number of precincts is only used to determine the maximum grant amount for the jurisdiction. Applicants will decide on how much of the grant to apply to the various equipment types. By law, the grant may only be used for up to 50% of optical scan precinct counters, optical scan central counters, or assisted voting devices; or for up to 75% of electronic rosters.

*Q: What equipment is covered by the grant?*

A: The grant may only be used the purchase of optical scan precinct counters, optical scan central counters, assisted voting devices, or electronic rosters. The grant may not be used for optional software/equipment such as ballot programming, electronic results reporting, etc. The local government will need to fund the remainder of any purchases.

*Q: Does a local government need formal authorization to apply for a grant?*

A: For counties, a county board resolution approving the application for the grant funds must be attached to a county grant application. For municipalities and school districts, a resolution from the city council, town board, or school board approving the application for grant funds is required, as well as a letter from the county auditor agreeing to assist the municipality/school district in use of the equipment must be attached to a municipality or school district application.

*Q: Is a local government required to purchase equipment off of the State Cooperative Purchasing Contract?*

A: No. Local governments are permitted, but not required to purchase from the state contract. A local government may use grant funds for the allowed equipment based on its own purchasing process.

*Q: What if I received grant funds as part of the previous Voting Equipment Grant Account grant awards? Can I still apply and receive funds from the 2019 Voting Equipment Grant Account?*

A: Yes. All local governments are eligible to apply for the 2019 Voting Equipment Grant Account grants. If you have received a previous Voting Equipment Grant Account grant, the only restriction is that those state funds cannot be used to fulfill the match requirement for your current grant application. The required matching funds must come from the local government entity, and cannot come from a previous state Voting Equipment Grant Account grant.



Fillmore County  
Heidi Jones, Auditor/Treasurer  
PO Box 627  
Preston, MN 55965  
Phone: (507)765-2661  
Fax (507)765-2662  
E mail: [hjones@co.fillmore.mn.us](mailto:hjones@co.fillmore.mn.us)  
Co. Website: [www.co.fillmore.mn.us](http://www.co.fillmore.mn.us)

Dear Board of Commissioners:

December 12th, 2019

First, I would like to thank the constituents of Fillmore County for your continued support since electing me as your Auditor Treasurer. I am humbled and honored to continue my public service in this capacity.

I would also like to thank the Board and staff at Fillmore County for all you do in helping to make our County the place we call home. Each and every one of you play a significant part in that, so thank you.

Even though I started my career here at Fillmore County in 2007, I can assure you I have learned a lot this past year and I anticipate that growth to continue in 2020.

During my first year, there have been physical department moves, staffing changes, shifting of duties as well as the unexpected surprise of being involved with nine special elections in a normally non-election year. I am happy to say, they all went smoothly.

Moving forward we will have three large elections in 2020. My staff and I have already begun training in preparation of those. Additional training and education for my staff will be at the forefront of my focus in 2020, which will only make our team stronger.

On the tax side, everything is progressing smoothly. There have not been any significant changes to state mandates at this time.

I am identifying recommendations in hopes they will become Fillmore County legislative priorities. If they come to fruit these will have a positive impact on our County and lift some burden on tax court refunds.

Following is my salary request for 2020 along with the findings of county comparisons for the Auditor/Treasurer. While each county slightly differs in responsibilities, the main duties are the same.

|                        | Fillmore         | Houston   | Winona    |
|------------------------|------------------|-----------|-----------|
| Current Staff with A/T | 4                | 6         | 3         |
| 2019 Salary            | 77,500.00 (2016) | 82,066.42 | 99,360.00 |

According to the comp market study provided by David Drown and Associates, the average salary for our region is \$97,492.23. The 95% of that average is \$92,617.61. My salary of 77,500 for 2019 is the same as that was paid in 2016. There have not been adjustments for COLA increases since that time.

I respectfully request my salary as the elected Auditor/Treasurer be set at 95% of the average listed on the compensation plan, provided by Kristina Kohn, with the expected 2.5% COLA increase for 2020, totaling \$94,932.74, or to make significant progress toward that goal.

I thank you for your time, consideration and I very much look forward to continuing to work with each of you in 2020.

Kind regards,

Heidi Jones

Salary request for 2020 for Fillmore County Recorder

2019 salary       \$71,600

95 % of 2019 regional average \$80,600

Fillmore County is currently 12.5 % below the regional average

2.5 % increase of 2019 salary = \$73,700

I am requesting a salary of **\$76,000** for the year 2020

The additional over the 2.5% increase from 2019 is to offset some of the added work I now do relating to GIS.

David Kiehne

Fillmore County Recorder

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/17/2019

Amount of time requested (minutes): 10 minutes for discussion

Department: Highway and Airport

Requested By: Mr. Gregg

Presented By: Mr. Gregg

State item(s) of business. Please provide relevant material for documentation. Outline in detail any action requested of the County Board.

## **Highway Department**

1. Requesting Board approval to pay delivery costs for TDA Green Aggregate (shredded tires, light weight fill) for the Land Bridge Project on CSAH 5, SAP 023-605-038.

## **Airport Department**

Check e-mail for supporting documentation. **See attached documents.** Bid results will be available on Monday after the bid opening.

**Freight costs are attached.**

All requests for County Board agenda time must be received in the office of the County Coordinator by **12:00 p.m. (noon) on the Thursday prior to the scheduled meeting.**

**Pricing for TDA – Freight only- from Isanti, MN. to Chatfield, Minn.  
(Fillmore County)**

**C/O Alan Thorson, Erickson Engineering 12/5/19**

**7 hour trip (round trip, includes time for loading / unloading)**

1. Rate per mile = \$2.20  
Total Miles Round Trip = 280

$280 \times \$2.20 = \$616.00$  per trip (freight cost only).

$\$ \_\_\_0\_\_\_ \text{ Material} + \$616 \text{ divided by } 80 \text{ cu.yds. loose vol.} = \mathbf{\$7.70 / cu.yd.}$

- Total Volume estimated by Fillmore County for bridge deck backfill = 2,700 Cu.yards, Loose Volume.
- Each truck load of TDA = 80 cu.yds. Loose Volume.
- Total Number of truck loads needed for 2,700 cu.yds. = 34 (X \$616 per load = \$20,944).

**Total cost for freight for TDA delivered to Chatfield, MN. (Fillmore County) =  
\$20,944.**

Project to begin in spring 2020, TDA to be trucked to Fillmore over the fall and winter months to be staged in Fillmore County.

**Payment Terms are Net 30 from date of Invoice Billing**

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/17/2019      Amount of time requested (minutes): 30

Dept.: Social Services      Prepared By: Kevin Olson

State item(s) of business with brief analysis. If requesting multiple items, please number each item for clarity. Provide relevant material(s) for documentation. Please note on each item if documentation is needed and attached.

Consent Agenda:

Documentation  
(Yes/No):

1.

Regular Agenda:

Documentation  
(Yes):

1. Consider approval of the 2020 Contract between WDI and Fillmore County
2. Consider approval of the 2020 Contract between Hiawatha Valley and Fillmore County
3. Discussion in regards to SUD and IMD accounting error by DHS.
4. Discussion in regards to Refuge Resettlement
5. Consider approval to accept 2020 Targeted Case Management between Fillmore County and Zumbro Valley Mental Health
6. Consider approval to accept 2020 Crisis Management between Fillmore County and Zumbro Valley Mental Health

All requests for County Board agenda must be in the Coordinator's office **No later than noon Thursday prior to the Board date.** Items received after this time **will** not be placed on the Board agenda. All requests should be sent to: [bvickerman@co.fillmore.mn.us](mailto:bvickerman@co.fillmore.mn.us); [ainglett@co.fillmore.mn.us](mailto:ainglett@co.fillmore.mn.us); and [kruesink@co.fillmore.mn.us](mailto:kruesink@co.fillmore.mn.us)

## **PURCHASE OF SERVICE AGREEMENT**

Fillmore County

This Agreement is made and entered into by and between Fillmore County, hereinafter referred to as the COUNTY, and Workforce Development, Inc., 2070 College View Road East Rochester, MN 55904, Federal Identification Number: 41-1484613, Minnesota State Tax Identification Number: 4986064, hereinafter referred to as the PROVIDER.

### **WITNESSETH**

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section [Minn. Stat. 256.0112](#) to provide services as specified under Section 1, paragraph a; and

WHEREAS, Funds have been made available to the COUNTY through the Minnesota Department of Human Services for the purpose of providing services authorized for MFIP and DWP Employment & Training under Minnesota State Statutes 256J.49, and Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193 Title I, and

WHEREAS, the PROVIDER represents itself to the COUNTY as qualified to perform the services herein agreed to, and

WHEREAS, the COUNTY is desirous of entering into an agreement with the PROVIDER to provide said services;

NOW, THEREFORE, In consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. **PROGRAM:** The foregoing recitals are made part of this agreement by reference. The PROVIDER shall implement the Budget (Exhibit A), the Minnesota Family Investment Program (MFIP) Work Plan (Exhibit B) and the Diversionary Work Program Work Plan (Exhibit C), which is incorporated herein by reference as a part of this agreement.
2. **DUTIES AND PAYMENT:** The PROVIDER is hereby authorized to expend funds for the MFIP Program in accordance with the following:
  - a. **Available Funds:** The total estimated amount allocated for this agreement shall not exceed \$117,786 per contract period, as limited by the COUNTY'S MFIP/DWP budget or the amounts in Exhibit A. It is understood and agreed that in the event funding to the COUNTY is not continued at a level sufficient to allow for the indicated level of funding to the PROVIDER, and obligations of each party hereunder shall thereupon be canceled, provided that any cancellation of this agreement shall be

without prejudice to any obligations or liabilities of the parties already accrued prior to such cancellation.

- b. Cost and delivery of purchased services: The cost of this Agreement shall not exceed \$117,786 per contract period.

Up to \$117,786 per this contract period may be paid to the PROVIDER, at actual cost of services, for staff services including orientation, individualized career counseling, case management, staff intervention activities with other agencies, vocational assessment, job search sessions, and for marketing directly to employers. In addition to actual invoiced costs of training and supportive services provided by a third party vendor up to \$4,707 for MFIP and up to \$3,161 for DWP of the above-referenced total employment and training expenditures may be used for administration.

- Payments to the Provider shall be made based upon invoices submitted monthly by the Provider showing the expenditures during the previous month. The invoices shall be submitted on forms prescribed by the County.
- Payment will be made in the manner provided by law for the payment of claims against the County within (35 days) of receipt of the invoice whenever practicable.

3. TERM OF AGREEMENT: This agreement shall be effective on January 1, 2020, and shall remain in effect until December 31, 2020, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first. This Contract may be extended by written agreement between the COUNTY and the PROVIDER.

4. TERMINATION: If, at any time, funds in support of this agreement become unavailable, this agreement shall be terminated immediately upon written notice of such fact by the COUNTY to the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- a. Termination for Convenience: Either party to this agreement may request a termination for convenience. The party will give a 30-day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of the termination.
- b. Termination of Cause: The COUNTY shall terminate the Agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to comply with any of the provisions contained in this Agreement. If the



PROVIDER fails to perform in whole or in part under this Agreement, or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten (10) working days in which to respond with a plan to correct the deficiencies agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the Agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the Agreement.

5. DISPUTES:

- a. The PROVIDER agrees to attempt to resolve disputes arising from the Agreement by administrative process and negotiation in lieu of litigation. Continued performance during disputes is assured.
- b. Any dispute concerning a question of fact arising under this Agreement which is not settled by informal means, shall be decided by the COUNTY'S authorized representative, who shall furnish the PROVIDER with a written decision.
- c. The PROVIDER will be allowed the opportunity to offer evidence and be heard in appeal of the COUNTY'S decision. Pending final decision, the PROVIDER shall proceed in performance of this Agreement in accordance with the COUNTY'S initial decision.
- d. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided above provided that nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

6. GRIEVANCE PROCEDURE: The PROVIDER will follow the grievance procedure established by the COUNTY and the Department of Human Services to resolve issues between the PROVIDER and the program participants.

7. RECORDS AND REPORTS: Pursuant to Minnesota Statutes 16c.05. Subd.5, the PROVIDER will maintain records, books, documents and other evidence and accounting procedures and practices that are relevant to this agreement. Such records, including participant information, shall be maintained for six years after the submission of the final report by the PROVIDER, or the COUNTY makes the final payment, whichever is later, for audit purposes. Such records will be considered the property of the COUNTY.

The PROVIDER agrees that authorized representatives of the COUNTY, state and federal agencies will, during regular business hours and as often as such authorized representatives, deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, which are pertinent and involve transaction relating to this agreement.

The PROVIDER further agrees to submit in a timely fashion all program reports and corrective actions as may be required by program regulations and COUNTY policies or as a result of monitoring activities.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 6-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 6-year period, whichever is later.

8. **LIABILITY:**

- a. **Bonding:** The PROVIDER shall obtain and maintain, at all times during the term of this agreement, a blanket fidelity dishonesty bond in an amount not less than \$50,000.00 per person, covering the activities of all persons authorized to receive or distribute monies. Written verification of such bond shall be furnished to the COUNTY prior to the execution of this agreement.
- b. **Indemnity:** The PROVIDER does hereby agree that it will defend, indemnify, and hold harmless the County against any and all liability, loss, damages, costs, and expenses which the County may hereafter sustain, incur, or be required to pay:
  - (1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
  - (2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
  - (3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

- c. Insurance. The PROVIDER does further agree that in order to protect itself as well as the County under the indemnity agreement provision hereinabove set forth, it will at all times during the term of the Agreement have and keep in force:
- (1) A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$1,500,000 for property damage arising from one occurrence, \$1,500,000 for total bodily or personal injuries or death and/or damages arising from one occurrence. Such policy shall also include contractual liability coverage protecting the County, its officers, agents, and employees by specific endorsement or certificate acknowledging the contract between the Provider and the County, naming the County as an additional insured.
  - (2) A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than \$1,500,000 per accident for property damage, \$500,000 for bodily injuries and/or damages to any one person, and \$1,500,000 for total bodily injuries and/or damages arising from any one accident.
  - (3) The PROVIDER shall require that each independent professional/contractor rendering counseling and/or health care services on a regular basis to recipients under this Agreement furnish the following proof of professional liability insurance in the following manner:

A professional liability insurance policy covering said independent professional/contractor, its agents, or employees while performing services under this Agreement in the following amounts: \$500,000 per claimant for personal injuries, bodily injuries, death, and/or damages, and \$1,500,000 for total personal injuries, bodily injuries, death, and/or damages arising from one occurrence.
  - (4) A professional liability insurance policy covering personnel of the PROVIDER while performing services under this Agreement naming the County as an additional insured in the following amounts: \$500,000 per claimant for personal injuries, bodily injuries, death, and/or damages, and \$1,500,000 for total bodily injuries, personal injuries, death, and/or damages arising from one occurrence.
  - (5) Workers' Compensation insurance, if applicable.

- v. the PROVIDER will furnish to the COUNTY certificates of bonding and insurance prior to the effective date of this agreement.
- vi. the COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required above.
- vii. in the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage and/or automobile liability under this clause, then such legal expense shall be borne by the COUNTY.

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The PROVIDER'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732, et seq., and other applicable law. The COUNTY'S liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This clause shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this agreement.

#### 9. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Provider as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Provider is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County; and the Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board,

commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

10. **SPECIAL ADMINISTRATIVE PROVISIONS:** The PROVIDER agrees to administer the program in accordance with authorized legislation, as amended, and the regulations and guidelines promulgated thereunder. The PROVIDER also agrees to comply with other applicable Federal and State laws. In the event that these laws, regulations or policies are amended at any time during the term of this agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.

- a. **Audits:** The PROVIDER agrees to have an annual audit in accordance with Office of Management and Budget (OMB) Circular No. A-128 "Audits of State and Local Governments", or OMB Circular No. A-133 Audits of Institutions of Higher Education and Other Non-Profit Organizations", as these circulars apply to the PROVIDER.

The COUNTY agrees to submit to the PROVIDER, prior to the audit activity, a report which specifies the amount of federal and state funds which comprise the total payments made to the PROVIDER.

A copy of the audit shall be provided to the COUNTY immediately upon its completion.

- b. **Program Standards:** The PROVIDER agrees to comply with OMB Circulars No. A-21, A-87, A-102, A-110, A-112, OASC-10, and Federal Treasury Circular No. 1075, as those circulars relate to its particular agency in the utilization of funds, the operation of programs, and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended.

The PROVIDER agrees to comply with the sections of the Code of Federal Regulations that are relevant to the program(s) covered under this agreement. The PROVIDER agrees to comply with all State Instructional Bulletins and policies, as amended. The COUNTY agrees to give the PROVIDER copies of the applicable circulars, laws and regulations under which these funds are granted.

- c. **Non-Discrimination Statement:** The PROVIDER will comply with:
  - i. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination on

the grounds of race, color, or national origin, and applies to any program or activity receiving federal financial aid.

- ii. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination based on race, color, religion, sex or national origin and applies to all employers, including State and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor which falls within one of these definitions would, of course, be covered by Title VII.
  - iii. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of disability in programs that are federally-funded.
  - iv. The Age Discrimination in Employment Act of 1967, as amended, which forbids employment discrimination against anyone over the age of 40 years.
  - v. The Equal Pay Act of 1963, which amends the Fair Labor Standards Act, and is aimed at abolishing wage disparity based on sex.
  - vi. Title IX of the Education Amendments of 1972, as amended, which generally provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.
  - vii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
  - viii. The Americans with Disabilities Act of 1990, as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.
- d. Affirmative Action: The PROVIDER certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36.
  - e. The PROVIDER agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended, which provides for fair and equitable treatment of persons displaced as a result of federal or federally-assisted programs.

- f. The PROVIDER agrees that program participants shall not be employed in the construction, operation or maintenance of any facility which is used for religious instructions or worship.
  - g. The PROVIDER agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.
  - h. The PROVIDER agrees to ensure that its employees and agents are properly trained in and fully comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, in particular 13.03-13.04, and with respect to “data on individuals” as defined by 13.02, subd. 5., when information is collected, received, stored, used, created, or disseminated pursuant to this agreement. It is the intent of the PROVIDER to remain in compliance with the ACT. This agreement shall be supplemented by the requirements of the Act, as needed. Further, if any procedure or provision contained herein is inconsistent with those requirements, as they may be amended, the specific provisions of the Act shall be controlling.
  - i. The PROVIDER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
  - j. The PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- 11. **ASSIGNMENT:** The PROVIDER shall neither assign nor transfer any rights or obligations under this agreement without prior written consent of the COUNTY. The provisions of this agreement applicable to the PROVIDER shall also be applicable to subgrants made by the PROVIDER from funds obtained under this agreement.
  - 12. **PRE-GRANT COSTS:** Costs incurred 30 days prior to the effective date of this agreement, which were incurred in anticipation of this award and have been specifically authorized and approved in writing by the COUNTY, are allowable costs to the extent that they would have been allowable had they been incurred after the effective date of this agreement.
  - 13. **MODIFICATIONS:** Any modifications to this agreement shall be in writing and shall be executed by the same parties who executed the original agreement, or their successors in office.
  - 14. **DEBARMENT AND SUSPENSION CERTIFICATION:** The PROVIDER agrees to follow the President’s Executive Order 12549 and the implementing regulation “Non-procurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule,” found in Federal

Register Vol. 53, No. 102, May 26, 1988, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.

15. **LOBBYING CERTIFICATION AND DISCLOSURE:** The PROVIDER shall comply with Interim Final Rule, New Restriction on Lobbying, found in Federal Register Vol.55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Rule. The Interim Rule requires the PROVIDER to certify as to their lobbying activity. The Interim Final Rule implements Section 319 of Public Law 101-121. Section 319 generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal Government in connection with a specific contract, grant or loan.
16. **MAINTENANCE OF EFFORT:** The PROVIDER agrees that the level of services, activities and expenditures it has devoted to similar services prior to the initiation of this agreement will be continued and not reduced in any way as a result of this agreement except for reductions unrelated to the provisions or purposes herein stated.
17. **CONFLICT OF INTEREST:** The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal or financial interest, direct or indirect, in this agreement. Further, no person having such a conflicting interest shall be employed under this agreement. In any event, such conflict of interest must be disclosed in writing to the COUNTY.
18. **CODE OF CONDUCT:** The PROVIDER assures proper conduct on the part of its employees and understands the effects of U.S. Code, Title 18, Sec. 665, which states, as follows:
  - (18)(a) Whoever, being an officer, director, agent, or employee of, or connected in any capacity with any agency or organization receiving financial assistance or any funds under the Job Training Partnership Act or title I of the Workforce Investment Act of 1998 knowingly enrolls an ineligible participant, embezzles, willfully misapplies, steals, or obtains by fraud any of the moneys, funds, assets, or property which are the subject of a financial assistance agreement or contract pursuant to such Act shall be fined under this title or imprisoned for not more than 2 years, or both; but if the amount so embezzled, misapplied, stolen or obtained by fraud does not exceed \$1,000, such person shall be fined under this title or imprisoned not more than 1 year, or both.
  - (18)(b) Whoever, by threat or procuring dismissal or any person from employment or of refusal to employ or refusal to renew a contract of employment in connection with a financial assistance agreement or contract under the Job Training Partnership Act or title I of the Workforce Investment Act of 1998 induces any person to give up any money or thing of value to any person (including such organization or agency



receiving funds) shall be fined under this title, or imprisoned not more than 1 year, or both.

(18)(c) Whoever willfully obstructs or impedes or willfully endeavors to obstruct or impede, an investigation or inquiry under the Job Training Partnership Act or title I of the Workforce Investment Act of 1998, or the regulations there under, shall be punished by a fine under this title, or by imprisonment for not more than 1 year, or by both such fine and imprisonment.

19. GRANT CLOSE-OUT: No costs are to be incurred under this agreement after December 31, 2020. Within 45 days of the completion of the agreement, the PROVIDER shall comply with all close-out or auditing procedures established by the COUNTY.
20. PROPERTY: All purchases of consumable supplies or materials, capital equipment and/or services made pursuant to this agreement shall be made by purchase order or by written contracts.

All items of non-expendable property acquired by the PROVIDER with funds awarded under this agreement shall be considered capital equipment and shall be inventoried as property of the State. An item of property shall be considered capital equipment if it meets any or all of the following: (a) has a unit cost of not less than \$2,500.00 or has a service life in excess of one year, regardless of cost; (b) is either complete within itself or is a major component of another item of property, (c) by definition cannot be described either as supplies or materials; (d) will not be consumed or lose its identity.

The PROVIDER will follow the provisions of OMB Circular A-102.32 or OMB Circular A-110 Attachment N, as applicable, in the use, management and disposition of property purchased with funds under this agreement.

The COUNTY or PROVIDER will obtain advance written approval from the State for purchase of property with a unit cost of \$2,500.00 or more.

IN WITNESS WHEREOF, COUNTY and PROVIDER have signed the agreement on the dates written below:

**FOR THE PROVIDER**

By \_\_\_\_\_  
Executive Director, Workforce Development, Inc.

Date \_\_\_\_\_

**COUNTY OF FILLMORE**

By \_\_\_\_\_  
Chair, Fillmore County Board

Date \_\_\_\_\_

By \_\_\_\_\_  
Director, Fillmore County Human Services

Date \_\_\_\_\_

**FOR THE COUNTY**

Approved as to legality, form and execution:

By \_\_\_\_\_  
Fillmore County Attorney

Date \_\_\_\_\_

Exhibit A  
2020 Budget

County of Fillmore

Budget for MFIP/DWP

\$117,786

|                   |                   |
|-------------------|-------------------|
| MFIP              | \$ 62,771         |
| MFIP Wage Subsidy | \$ 5,000          |
| DWP               | \$ 42,147         |
| Admin             | \$ 7,868          |
|                   | <u>\$ 117,786</u> |

|                 |                  |
|-----------------|------------------|
| MFIP            |                  |
| Direct Program  | \$ 55,271        |
| Wage Subsidy    | \$ 5,000         |
| Client Services | \$ 7,500         |
| Administration  | \$ 4,707         |
| Total           | <u>\$ 72,478</u> |

|                 |                  |
|-----------------|------------------|
| DWP             |                  |
| Direct Program  | \$ 37,147        |
| Client Services | \$ 5,000         |
| Administration  | \$ 3,161         |
| Total           | <u>\$ 45,308</u> |

## Exhibit B

### Minnesota Family Investment Program (MFIP) Work Plan

#### PROVIDER responsibilities for the Minnesota Family Investment Program

1. Overview of MFIP – All participants will receive an overview of MFIP stressing the necessity of immediate employment, available services and the participant's obligations.
2. Assessment – The first appointment will start with an initial assessment and testing to determine the participant's ability to obtain and maintain employment. The Employability Measure will be used to identify participant strengths and areas that may challenge participant success. A thorough employment plan will be developed with each participant that outlines program expectations and participant activities that lead to the achievement of employment goals. The employment plan also outlines potential needs for available support services. Each participant will have an employment goal. If the participant is unable to find employment at the end of the 6-week job search, they will be screened for chemical dependency, mental illness or a learning disability. If a referral is needed, the case manager will follow up with the referral agency in regards to participant compliance.
3. All participants will be assigned a case manager. This case manager will meet with the participant at a minimum, weekly during the first two months and at least monthly when employed until he or she exits MFIP. The case manager will monitor for compliance and send out Notice of Intent to Sanction (NOITS) to the participant for non-compliance in addition to notifying the financial worker when to sanction.
4. Sanctioned participants – Any MFIP participant who is in sanction for non-compliance of employment service activities will be contacted at a minimum of one time per month and will be notified as to what he or she is required to do to remove the sanction. In the second month of sanction, a face-to-face review will be attempted. Prior to a case closing due to six-months of sanction, a face-to-face review will be attempted.
5. Job search class – Individualized job search will begin when the assessment is completed. Information on available jobs in the area will be given to participants in addition to assistance with interviewing, resumes and placement.
6. Paid and unpaid work experience will be encouraged for participants who are unable to find employment. These placements will be monitored closely and will be used in conjunction with job search and life skills classes.
7. Case Reviews – The case manager will have a minimum 3-month case review with each participant to review the current employment plan and make any adjustments needed. The case manager will meet monthly with financial workers to review participant cases. The case manager will take part with the financial workers in the 48-month review and the pre-60-month review.

## Exhibit C

### Diversionary Work Program (DWP) Work Plan

PROVIDER responsibilities for the Diversionary Work Program

Goal – Participant to quickly obtain and retain unsubsidized employment.

1. COUNTY has one (1) working day to refer an eligible DWP participant to PROVIDER.
2. PROVIDER will make an appointment with a participant as soon as a referral is received.
3. Participant and PROVIDER case manager will meet, the initial assessment will be completed, and the employment plan will be signed. This shall be accomplished the same day referral is received, if possible. However, if it cannot be accomplished that day, shall be completed within ten (10) working days of the referral.
4. COUNTY will be notified by PROVIDER within one (1) day of participant meeting with the case manager and signing the employment plan. The employment plan shall be faxed to COUNTY. The initial meeting will stress the urgency and benefits of employment. The employment plan will address the immediate needs of the participant, the work-focused activities the participant will be involved in, and it will clearly establish time frames for completion of plan activities.
5. Participant shall immediately begin an intensive job search class and shall participate in plan activities a minimum of thirty-five (35) hours per week, unless special circumstances dictate otherwise.
6. Participants will be given job placement assistance including available job openings and assistance in contacting employers.
7. Referrals will be made to additional services, as needed.
8. If the participant fails to comply with requirements, COUNTY and participant will be notified by PROVIDER. The participant will then be notified as to what he or she needs to do to become compliant. When a participant comes into compliance, COUNTY will be immediately notified.
9. The case manager will notify the financial worker when a participant becomes employed.
10. The case manager will meet monthly with financial workers to review participant cases.

PURCHASE OF SERVICE AGREEMENT  
MENTAL HEALTH SERVICES  
TARGETED CASE MANAGEMENT

The Fillmore County Board of Commissioners, 101 Fillmore Street, Preston, Minnesota 55965 (Fillmore County), through its local social services agency, Fillmore County Community Services, hereafter referred to as the "County", and **Hiawatha Valley Mental Health Center**, 166 Main Street, Winona, MN 55987, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2020 to December 31, 2020, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 25, Termination, paragraph a.

WITNESSETH

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256.0112 to provide services as specified under Section 1, paragraph a; and

WHEREAS, Minnesota Statutes, Sections 245.461 to 245.486 to 245.4887 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the County is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, the Provider is a Medical Assistance (Medicaid) provider and an approved vendor under Minnesota Rules, part 9520.0750 to 9520.0870 and able to provide mental health services to persons; and

WHEREAS, the Provider, pursuant to Minnesota Statutes, section 256D.06, subdivisions 5 and 5a, is required to screen residents who may be eligible for SSI and provide screening results to Fillmore County; and

WHEREAS, Fillmore County, pursuant to MN Statutes, section 373.01, 373.02, and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services in accordance with Children's Mental Health Targeted Case Management (CMH-TCM) requirements as outlined in Minnesota Statute 256B.0625, Minnesota Rules 9520.0900-9520.0926, and Minnesota Rules 9505.0322;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, Fillmore County and Provider agree as follows:

1. Purchase of Service:
  - a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, Fillmore County agrees to purchase, and the Provider agrees to furnish the following services:

## SERVICE DESCRIPTION

**Mental Health Targeted Case Management** – "Case management services" means activities that are coordinated with the family community support services and are designed to help the child with severe emotional disturbance and the child's family obtain needed mental health services, social services, housing, educational services, health care services, financial services, vocational services. Case management services include assisting in obtaining a comprehensive diagnostic assessment, if needed, developing a functional assessment, developing an individual and family community support plan, and assisting the child and the child's family in obtaining needed services by coordination with other agencies and assuring continuity of care. Case managers must assess and reassess the quality and appropriateness of service delivery, appropriateness, and effectiveness of services over time.

- b. Purchased Services will be provided at Hiawatha Valley Mental Health Center, 166 Main Street, Winona, MN 55987 and/or at locations as approved by the County.

### 2. Attachments/Contract Documentation:

- a. As a condition precedent to the execution of this Agreement, as well as enabling the County to document compliance with state and federal laws, rules and regulations, Provider shall provide the following documents or information in a form acceptable to the County.

Exhibit A: Program Narrative/Brochure, including description of services to be provided and eligibility criteria (when applicable)

Exhibit B: Job Descriptions and Professional Qualifications of Personnel

Exhibit C: Financial Data

Exhibit D: Organization Status and Structure, Names and Addresses of directors, partners, and/or officers as applicable

Exhibit E: Statistics

Exhibit F: Other, as follows: \_\_\_\_\_

- b. All documents and/or information provided pursuant to this Section shall be maintained in the Agreement supporting documentation file and shall be considered a part of this Agreement.

### 3. Cost and Delivery of Purchased Services:

- a. Mental Health Targeted Case Management (MH-TCM); the unit cost for providing the services to reimbursement eligible clients is \$414.00 per month per client.
- b. Children's Mental Health Targeted Case Management (CMH-TCM); the unit cost for providing the services to reimbursement eligible clients is \$661.50 per month per client.
- c. The Provider certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients. The Provider further certifies that

payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.

- d. The Provider shall, when applicable, make every effort to collect fees from clients deemed able to pay (partial or full) and further will submit claims for all types of eligible insurance reimbursements (M.A., Private, Group, etc.). It is understood and agreed that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the Fillmore County Board of Commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes 256M.60, Subd. 6.
- e. The Provider shall not charge any program or service fee to social service eligible clients except in accordance with paragraph c above. If the collection of social service fees is delegated to the Provider, the Provider shall provide Fillmore County Community Services, Social Services Division with information about fees collected and the fee source.

4. Eligibility for Services:

- a. For purposes of eligibility for case management and family community support services, the child must have severe emotional disturbance and meet one of the following criteria:
  - 1) The child has been admitted within the last three years or is at risk of being admitted to inpatient treatment or residential treatment for an emotional disturbance; or
  - 2) The child is a Minnesota resident and is receiving inpatient treatment or residential treatment for an emotional disturbance through the interstate compact; or
  - 3) The child has one of the following as determined by a mental health professional:
    - a) Psychosis or a clinical depression; or
    - b) Risk of harming self or others as a result of an emotional disturbance; or
    - c) Psychopathological symptoms as a result of being a victim of physical or sexual abuse or of psychic trauma within the past year;
  - 4) The child, as a result of an emotional disturbance, has significantly impaired home, school or community functioning that has lasted at least one year or that in the written opinion of a mental health professional, presents substantial risk of lasting at least one year.
- b. The Provider will collaborate with the County to make the determination regarding eligibility for MH-TCM services, and then the County will make the case assignment to County/contracted case managers.
- c. When Fillmore County has determined that a client is no longer eligible for



Purchased Services, Fillmore County shall, within ten (10) days of that determination, notify Provider of such determination.

- d. The Provider must notify the County and the client in writing whenever the Provider proposes to discharge or terminate service(s) to a client. The notice must be sent at least sixty (60) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s). The Provider must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
- e. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- f. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include preparation of a summary of findings, processes, and plans to be transmitted with the client.
- g. For TCM eligible recipients:
  - 1) The Provider will make services available to children authorized by the certified county to receive TCM.
  - 2) The Provider must have a contract on file with the Minnesota Department of Human Services.
  - 3) The County/designee will gather the initial assessment material to determine the child's mental health status. Once the child has been determined to be eligible and referred for MH-TCM services, a provider will be assigned which will either be a contract or county service provider.
- h. MH-TCM is child specific; therefore, each child must have his/her own documentation. This documentation may be part of an existing case file. The following information must be in the child's case file:
  - 1) Case number, client identification, client name, and client date of birth;
  - 2) Functional Assessment within 30 days after meeting the child
  - 3) The determination that the child is eligible to receive TCM services. It must contain a written description of the child's/family's situation and which condition of eligibility the child meets;
  - 4) The written Individual Family Community Support Plan should include the necessary services, the plan to obtain those services, and how the agency will monitor the services; and
  - 5) Details of each contact, including; identification of client, name of contact, relationship of person contacted to the client, location of contact, type of

contact (face-to-face or telephone), kind of service provided, and date of contact.

6) A telephone contact only applies to a child placed in an excluded time facility or through the Interstate Compact more than 60 miles beyond the county or reservation borders. There may not be more than two consecutive months without a face-to-face contact.

7) Provision of team case management and coordination of services will be documented in the record of care by the County and the Provider.

i. In addition to the documentation requirements the Provider will complete a CASSI and an SDQ on each child served. This will be completed within thirty (30) days of case opening, and every 180 days thereafter and at case closure, or whenever a significant change in youth functioning occurs. In addition, a functional assessment will be completed every 180 days. This functional assessment will be the DLA-20.

5. Delivery of Care Services: (If Applicable)

Except as noted the Provider retains control over:

a. Intake procedures and program requirements.

b. The methods, times, means and personnel for providing Purchased Services to eligible clients.

c. When to end Purchased Services to an eligible client. Exception: when the client has a service plan which is monitored by a County case manager.

d. Nothing in the agreement requires the Provider to serve eligible clients, but all clients must be given the right to apply. If services are denied, the client must be informed of the reason for denial and the process for appealing the denial.

6. Individual Service Plan (If Applicable)

a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the individual service plan developed for the individual client in collaboration with the client's case manager; as required under Minnesota Statutes, section 245.4711, subdivision 5 (for adults) and section 245.4881, subdivision 5 (for children).

b. Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the Individual Service Plan (ISP).

c. The County may delegate the development of service plans to the Provider. If the responsibility is being delegated, the Provider must ensure development of the ISP's.

7. Payment for Purchased Services:

a. CMH-TCM:

To claim the monthly reimbursement for CMH-TCM services the Provider will bill Medical Assistance through the Minnesota Department of Human Services on the HCFA-1500 format. This billing will occur on a per client basis.

b. MH-TCM:

The Provider is designated by the County to bill DHS directly for services and upon receipt of the authorization form (generated by the State), may electronically submit billings to DHS every two weeks and/or monthly on HCFA 1500 claim form. Questions should be referred to the Provider Help Line 1-800-657-3739.

8. CMH-TCM and MH-TCM Provider Qualifications and Training:

a. The Provider's staff must pass a criminal history check through the Bureau of Criminal Apprehension.

b. When providing MH-TCM services, Provider must:

- 1) Be qualified and licensed to provide services in accordance with the provisions of Minnesota Statutes pertaining to Mental Health Targeted Case Management (245.461 to 245.4887) and the Minnesota Department of Human Services Rule (Parts 9520.0900 to 9520.0926 and 9505.0322 excluding subpart 10) pertaining to Mental Health Targeted Case Management.
- 2) Provide assurance that case managers will possess the minimum qualifications as defined in Minnesota Statute 245.462, subd. 4.

9. Standards and Licenses:

a. The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:

- 1) During the term of this Agreement, the Provider agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.
- 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.

b. The Provider agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with clients served by the program or program services, will

consent to a background study for evidence of maltreatment of adults or minors substantiated under MN Statutes, Chapter 245A and MN Statutes, section 626.556. **Background studies must be completed and approved before staff can provide services with or without supervision.**

- c. Provider agrees to maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by the County.
  - d. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
  - e. The Provider agrees to inform the County, in writing, of the following related to it or its employees immediately upon:
    - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
    - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
    - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.
  - f. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.
  - g. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
  - h. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.
10. **Audit and Record Disclosures:**
- a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.

- b. The Provider agrees to maintain all records pertaining to this Agreement at Hiawatha Valley Mental Health Center, 166 Main Street, Winona, MN 55987, for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, applicable health plans the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 10 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:
- ☒ A written Program and Statistical Report in a form approved or provided by the Lead County within thirty (30) days after the end of each quarter.
  - ☒ ☒ Quarterly ☐ Monthly line item expense and revenue reports within thirty (30) days after the end of each quarter/month unless otherwise indicated in writing by the County.
  - ☒ ☐ Revenue and Expense Statement and Balance Sheet on an annual basis
  - ☒ Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Contract term.
  - ☐ Provider shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.
  - ☒ As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.
  - ☒ The Provider agrees to report to the County or County of Financial Responsibility according to specifications of the Community Mental Health Reporting System (CMHRS), and according to other specifications of the County of Financial Responsibility. The CMHRS requires the following data on each mental health client on a monthly or specified basis:
    - 1) A client specific ID number that adheres to data privacy restrictions in Minnesota Statutes, Chapter 13;
    - 2) The number of case management units of service provided to each client; and
    - 3) The date of birth, race, and sex of each client.
  - ☐ (Other) \_\_\_\_\_
- d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by

way of non-identifying case numbers which must remain constant over the term of the Agreement.

- e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- f. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.
- g. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 9.
- h. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.
- i. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- j. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

11. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

- a. The County: Kevin Olson  
Fillmore County Community Services Manager  
902 Houston St, NW, Suite 1  
Preston, MN 55965  
[kolson@co.fillmore.mn.us](mailto:kolson@co.fillmore.mn.us)
- b. The Provider: Erik Sievers  
Hiawatha Valley Mental Health Center  
166 Main Street  
Winona, MN 55987  
[eriks@hvmhc.org](mailto:eriks@hvmhc.org)

12. Reports of Death, Injury, Damage, or Abuse

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with Section 10. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.
- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

13. Safeguard of Client Information:

- a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.

- b. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the County. The County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
- c. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Fillmore County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- d. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Erik Sievers.
- e. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- f. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of the Fillmore County Community Services Department (FCCS), including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of FCCS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA") and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

**14. Equal Employment Opportunity and Civil Rights and Nondiscrimination:**

- a. The Provider agrees to comply with the Civil Rights Act of 1964 and 1991 as amended; Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes,



363A.01 et seq.

- b. It is Fillmore County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

15. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

16. Contract Disputes:

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Manager of Fillmore County Social Services and a Region 10 Contract Manager. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the Community Services Department a written appeal. The decision of Fillmore County for the determination of such appeals, shall be through the Director of Fillmore County Community Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.

- b. This disputes clause does not preclude consideration of questions of law.

17. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and

Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

18. Indemnification:

- a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:
  - 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
  - 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
  - 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

19. Insurance and Bonding:

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
  - ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
  - ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
  - ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
  - ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.
- b. By signing this Agreement, the Provider certifies that they are in compliance with

this Section.

- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to a Region 10 Contract Manager. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- d. A Region 10 Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 19 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

20. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits Fillmore County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Fillmore County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, the Provider certifies that they are in compliance with these regulations.
- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
  - 2) Have not within a three (3) year period preceding this Agreement:
    - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction.
    - b) Violated any federal or state antitrust statutes; or
    - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:

- a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
  - b) Violating any federal or state antitrust statutes; or
  - c) Committing embezzlement, making false statements or receiving stolen property; and
- 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
- 5) Shall immediately give written notice as per Section 10 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g. general manager; head of a subsidiary, division, or business segment and similar positions).
- d. Directions for on-line access to exclude providers:
  - 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>.
  - 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Fillmore County Community Services, at (507) 765-2624.

21. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, Fillmore County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.
- b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 23 of this Agreement.
- c. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered a modification of the agreement.
- d. If there is a revision of Federal regulations which might make this Agreement

ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

- e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, the Community Services Department, Social Services Division must be notified, in writing, prior to action taking place.
- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the agreement between the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third- party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.
- g. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health/CSP Grant Requirements.

22. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint ventures, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.
- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents,

contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA

23. Subcontracting and Assignment:

The Provider shall neither enter into subcontracts for performance of this Agreement nor assign this Agreement without prior written approval of the County and then only subject to such conditions that the County may deem necessary.

24. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

25. Default:

- a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 11, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, Fillmore County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.
- c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.

- d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 25(a) or County default, each of the following shall constitute default on the part of the Provider:
  - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
  - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
  - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
  - 5) Failing to perform any other material provision of this Agreement.
- e. Default by County Unless cured or excused by the Force Majeure provision in Section 25(a) or Provider default, each of the following shall constitute default on the part of the County:
  - 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
  - 2) Failing to perform any other material provision of this Agreement.
- f. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.
- g. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

26. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of terminate by the Provider shall be addressed to Fillmore County, Community Services Department, 902 Houston Street, NW, Suite 1, Preston, MN 55965.
- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material

requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 25(g) of this Agreement.

- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 11.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
  - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
  - 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
  - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
  - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
  - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:
  - 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
  - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
  - 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Social Service Director, continue services/care to clients



receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.

- 2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
- 3) County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
- 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

27. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b. 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 this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

28. Damages:

- a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.
- b. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

29. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-29, Attachment A and Exhibits A - F. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

IN WITNESS WHEREOF, Fillmore County and the Provider have executed this Agreement as of the day and year first written above.

Provider, having signed this contract, and the Fillmore County Board of Commissioners having duly approved this contract on \_\_\_\_\_, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

**HIAWATHA VALLEY MENTAL HEALTH CENTER**

BY: Betsy Lowenkamp  
Chairperson  
Hiawatha Valley Mental Health Center

DATED: 11-25-19

BY: Erik Sievers  
Erik Sievers  
Executive Director

DATED: 11-25-19

**FILLMORE COUNTY BOARD OF COMMISSIONERS**

BY: \_\_\_\_\_  
Chairperson of the County Board

DATED: \_\_\_\_\_

**FILLMORE COUNTY COMMUNITY SERVICES**

BY: \_\_\_\_\_  
Kevin Olson  
Manager

DATED: \_\_\_\_\_

**APPROVED AS TO FORM AND EXECUTION**

BY: \_\_\_\_\_  
Brett Corson  
Fillmore County Attorney

DATED: \_\_\_\_\_

**AGENCY NAME:** Hiawatha Valley Mental Health Center

**CONTRACT TYPE:** POS – Targeted Case Management (TCM)

**INVOICES:** Fillmore County Community Services  
902 Houston Street, Suite 1  
Preston, MN 55965

| SERVICE DESCRIPTION | CODE | UNITS                  | RATE     | TYPE | TOTAL                   |
|---------------------|------|------------------------|----------|------|-------------------------|
| Adult TCM           | 4910 | Per Service Agreements | \$414.00 | MO   | Not paid to HV directly |
| Children's TCM      | 4910 | Per Service Agreements | \$661.50 | MO   | Not paid to HV directly |

## BUSINESS ASSOCIATE ADDENDUM TO THE PURCHASE OF SERVICE AGREEMENT

This Business Associate Addendum ("Addendum") is effective upon execution, and amends and is made part of the Purchase of Service Agreement between Fillmore County ("County") and Hiawatha Valley Mental Health Center ("Provider") for the period of January 1, 2020 through December 31, 2020.

The County and Provider mutually agree to modify Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64). A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

### A. Definitions

1. **Catch-all definition.** The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
2. **Specific definitions.**
  - a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Provider.
  - b) Confidential Data. "Confidential Data as defined in Minnesota§ 13.02, subd. 3.
  - c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the County.
  - d) Diagnosis. "Diagnosis" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means any reference to an individual's substance use disorder or to a condition which is identified as having been caused by that substance use disorder which is made for the purpose of treatment or referral for treatment.
  - e) Disclose. "Disclose" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means to communicate any information identifying a patient as being or having been diagnosed with a substance use disorder, having or having had a substance use disorder, or being or having been referred for treatment of a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person.
  - f) Electronic Health Records. "Electronic Health Records" as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
  - g) Health Records. "Health Records" as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
  - h) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - i) Medical Data. "Medical Data as governed by Minnesota Statute § 13.384.
  - j) Other Non-Public Data. "Other Non-Public Data" as governed by the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes 13.02, Subd. 8a and 9.
  - k) Part 2 Program. "Part 2 Program" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means a federally assisted program which is:
    - i. An individual or entity (other than a general medical facility) who holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or
    - ii. An identified unit within a general medical facility that holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or

- iii. Medical personnel or other staff in a general medical facility whose primary function is the provision of substance use disorder diagnosis, treatment, or referral for treatment and who are identified as such providers.
- l) Patient. "Patient" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means any individual who has applied for or been given diagnosis, treatment, or referral for treatment for a substance use disorder at a part 2 program. "Patient" includes any individual who, after arrest on a criminal charge, is identified as an individual with a substance use disorder in order to determine that individual's eligibility to participate in a part 2 program. This definition includes both current and former patients.
- m) Privacy Incident. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- n) Private Data. "Private Data" as defined in Minnesota Statutes § 13.02, subd. 12.
- o) Protected Health Information. The capitalized term "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Provider from or on behalf of County or another business associate of County.
- p) Qualified Service Organization. "Qualified service organization" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means an individual or entity who:
  - i. Provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and
  - ii. Has entered into a written agreement with a Part 2 program under which that individual or entity:
    - a. Acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records from the Part 2 program, it is fully bound by the regulations in this part; and
    - b. If necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.
- q) Records. "Records" means any information, whether recorded or not, created by, received, or acquired by a part 2 program relating to a patient (e.g., diagnosis, treatment and referral for treatment information, billing information, emails, voice mails, and texts) as governed by 42 USC § 290dd-2 and 42 CFR § 2.1 to § 2.67.
- r) Security Incident. "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- s) Standard Transactions. The capitalized term "Standard Transactions" shall have the meaning set out in, 45 C.F.R. § 162.103.
- t) Substance Use Disorder. "Substance Use Disorder" or SUD means a cluster of cognitive, behavioral, and physiological symptoms indicating that the individual continues using the substance despite significant substance-related problems such as impaired control, social impairment, risky use, and pharmacological tolerance and withdrawal. For the purposes of the regulations in this part, this definition does not include tobacco or caffeine use.
- u) Third-Party Payer. "Third party payer" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means an individual or entity who pays and/or agrees to pay for diagnosis or treatment furnished to a patient on the basis of a contractual relationship with the patient or

a member of the patient's family or on the basis of the patient's eligibility for federal, state, or local governmental benefits.

- v) Treating Provider Relationship. "Treating provider relationship" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means that, regardless of whether there has been an actual in-person encounter:
  - i. A patient is, agrees to, or is legally required to be diagnosed, evaluated, and/or treated, or agrees to accept consultation, for any condition by an individual or entity, and;
  - ii. The individual or entity undertakes or agrees to undertake diagnosis, evaluation, and/or treatment of the patient, or consultation with the patient, for any condition.
- w) Treatment. "Treatment" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means the care of a patient suffering from a substance use disorder, a condition which is identified as having been caused by the substance use disorder, or both, in order to reduce or eliminate the adverse effects upon the patient.
- x) Welfare Data. "Welfare Data" as governed by Minnesota Statute § 13.46.

## **B. Privacy of Protected Health Information.**

1. **Permitted Uses and Disclosures.** Provider is permitted or required to use or disclose Protected Health Information it creates or receives for or from County or to request Protected Health Information on County's behalf only as follows:

- a) Functions and Activities on County's Behalf. Except as otherwise limited in this Addendum, Provider is permitted to request the minimum necessary protected health information on County's behalf, and to use and to disclose the minimum necessary Protected Health Information to perform functions, activities, or services for or on behalf of County, as specified in Agreement. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- b) Business Associate's Operations. Provider may use the minimum necessary Protected Health Information for Provider's proper management and administration or to carry out Provider's legal responsibilities. Provider must comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients' identifying information removed, "to the extent practicable." Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. Provider may disclose the minimum necessary Protected Health Information for Provider's proper management and administration or to carry out Provider's legal responsibilities only if:
  - i. The disclosure is required by law; or
  - ii. Provider obtains reasonable assurance, evidenced by written contract, from any person or organization to which Provider will disclose Protected Health Information that the person or organization will:
    - a. Hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Provider disclosed it to the person or organization or as required by law; and
    - b. Promptly notify Provider (who will in turn promptly notify County) of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.
- c) Additional Provider Obligations Pertaining to Patient Records for Substance Use Disorders. Provider represents, warrants and covenants that it has obtained (and, prior to disclosure, shall obtain) the required consent to disclose records of substance use disorder treatment protected under 42 C.F.R., Part 2 ("SUD

Records"), to the extent SUD Records are provided or required to be provided to the County under this Agreement, and that such consent does, or shall, permit the County to use SUD Records for its payment and health care operations purposes, the County acknowledges and agrees that, to the extent 42 C.F.R., Part 2 applies to its use or disclosure of any patient identifying information contained in SUD Records received hereunder, it is fully bound by the provisions of part 2 upon receipt of the patient identifying information. The County further acknowledges receipt of the following notice, in connection with SUD Records: "This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR part 2). The federal rules prohibit you from making any further disclosure of information in this record that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose per 42 CFR §2.31. The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 CFR §§2.12(c)(5) and 2.65. The County shall be permitted to redisclose SUD Records to its agents, helping the County provide services described in the Agreement, as long as the agent only further discloses the information contained in the SUD Records back to the County. The County also agrees to implement appropriate safeguards to prevent unauthorized uses and disclosures of SUD Records and to report any unauthorized uses, disclosures or breaches of Part 2 information to Provider.

2. **Prohibition on Unauthorized Use or Disclosure.** Provider will neither use nor disclose Protected Health Information except as permitted or required by this Addendum, as otherwise permitted in writing by County, or as required by law. This Addendum does not authorize Provider to use or disclose Protected Health Information in a manner that would violate the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) if done by County, except as set forth in Section C(1)(b).
  
3. **Information Safeguards.** Provider will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 Code of Federal Regulations § 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services. The safeguards will be designed to preserve the integrity and confidentiality of, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, Protected Health Information. Provider will document and keep these safeguards current. Provider is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). The parties also may wish to specify the manner in which Provider will de-identify the information and the permitted uses and disclosures by the Provider of the de-identified information.
  
4. **Security Regulations for Electronic Protected Health Information.** Provider agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the County as required by the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Part 164, Subpart C. Provider will document and keep these safeguards current. Provider will report to County any Security Incident of which it becomes aware pursuant to the terms of paragraph D. 1. of this Addendum. Provider shall develop and document policies and procedures to insure the security of Protected Health Information, train workforce members on and have sanctions for failure to comply with these policies and procedures, and permit individuals to file complaints regarding these policies and procedures or a failure to comply with them.
  
5. **Sub-Contractors, Agents, and Volunteers.** Provider will require any of its subcontractors, agents and volunteers, to which Provider is permitted by this Addendum or in writing by County to create, receive, maintain, transmit or disclose Protected Health Information, to provide reasonable assurance, evidenced by written contract, that such subcontractor, agent or volunteer will comply with the same privacy and security obligations as Provider with respect to such Protected Health Information.

**C. Compliance with Standard Transactions.**

If Provider conducts in whole or part Standard Transactions for or on behalf of County, Provider will comply, and will require any subcontractor, agent or volunteer involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 Code of Federal Regulations Part 162. Provider will not enter into, or permit its subcontractors, agents or volunteers to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of County that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. 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
4. Changes the meaning or intent of the Standard Transaction's implementation specification.

**D. Obligations and Activities of Business Associate.**

As a business associate of the County, Provider agrees to:

1. Make available protected health information in a designated record set to an individual or the individual's designee as necessary to satisfy the County's obligations under 45 CFR 164.524;
2. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the County's obligations under 45 CFR 164.526;
3. Maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy the County's obligations under 45 CFR 164.528;
4. To the extent the Provider is to carry out one or more of the County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County in the performance of such obligation(s); and
5. Make its internal practices, books, and records available to the U.S. Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules subject to attorney-client and other applicable legal privileges.

**E. Provisions for the County to Inform Provider of Privacy Practices and Restrictions.**

1. The County shall notify Provider of any limitation(s) in the notice of privacy practices of the County under 45 CFR 164.520, to the extent that such limitation may affect Provider's use or disclosure of protected health information.
2. The County shall notify Provider of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Provider's use or disclosure of protected health information.
3. The County shall notify Provider of any restriction on the use or disclosure of protected health information that the County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Provider's use or disclosure of protected health information.

**F. Individual Rights.**

1. **Access.** Provider will, within 10 days after County's request, make available to County or, at County's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any Protected Health Information about the individual that is in Provider's custody or control, so that County may meet its access obligations under 45 Code of Federal Regulations § 164.524.
2. **Amendment.** Provider will, upon receipt of notice from County, promptly amend or permit County access to amend any portion of the Protected Health Information, so that County may meet its amendment obligations under 45 Code of Federal Regulations § 164.526.



3. **Disclosure Accounting.** So that County may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
  - a) Disclosure Tracking. Effective April 14, 2003, Provider will record information concerning each disclosure of Protected Health Information, not excepted from disclosure tracking under Addendum Section C.3(b) below, that Provider makes to County or a third party. The information Provider will record is (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Provider made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "disclosure information"). For repetitive disclosures Provider makes to the same person or entity (including County) for a single purpose, Provider may provide (x) the disclosure information for the first of these repetitive disclosures, (y) the frequency, periodicity or number of these repetitive disclosures, and (z) the date of the last of these repetitive disclosures. Provider will make this disclosure information available to County within 10 days after County's request.
  - b) Exceptions from Disclosure Tracking. Provider need not record disclosure information or otherwise account for disclosures of Protected Health Information that this Addendum or County in writing permits or requires (i) for purposes of treating the individual who is the subject of the Protected Health Information disclosed, payment for that treatment, or for the health care operations of Provider; (ii) to the individual who is the subject of the Protected Health Information disclosed or to that individual's personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the Protected Health Information disclosed; (iv) to persons involved in that individual's health care or payment related to that individual's health care; (v) for notification for disaster relief purposes, (vi) for national security or intelligence purposes; (vii) as part of a limited data set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.
  - c) Disclosure Tracking Time Periods. Provider must have available for the disclosure information required by Addendum Section G.3(a) for the 6 years preceding County's request for the disclosure information (except Provider need have no disclosure information for disclosures occurring before April 14, 2003).
4. **Restriction Requests; Confidential Communications.** Provider will comply with any agreements for confidential communications of which it is aware and to which County agrees pursuant to 45 C.F.R. § 164.522(b) by communicating with persons affected using agreed upon alternative means or alternative locations. Provider also agrees to provide in a secure manner upon request by an individual a copy of the individual's electronic medical record in electronic form. Provider also agrees to securely transmit a copy of Protected Health Information to another person designated by an individual upon request.
5. **Inspection of Books and Records.** Provider will make its internal practices, books, and records, relating to its use and disclosure of Protected Health Information, available to County, to the Minnesota Department of Human Services and to the U.S. Department of Health and Human Services to determine compliance with 45 Code of Federal Regulations Parts 160-64 or this Addendum.

**G. Breach of Privacy Obligations.**

1. **Breach.** For purposes of this Section, any reference to "Provider" shall include any subcontractor, agent or volunteer which Provider is permitted to use by this Addendum. Provider shall be deemed the authorized agent of and legally responsible for the activities of any such subcontractor, agent or volunteer. Provider will report to County any use or disclosure of Protected Health Information not permitted by this Addendum. An impermissible use or disclosure of protected health information is presumed to be a "breach" of privacy obligations unless the Provider, demonstrates to the satisfaction of the County that there is a low probability that the Protected Health Information has been compromised based on a risk assessment that considers at least the following factors:
  - a. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - b. The unauthorized person who used the protected health information or to whom the disclosure was made.

## 2. Reporting.

- a. Provider will promptly mitigate to the extent practicable, any harmful effect that is known to Provider of a use or disclosure in violation of this Addendum. Provider will make the report in writing to County's Legal Department not more than 5 days after Provider learns of such breach or non-permitted use or disclosure. A breach is treated as discovered by the County as of the first day on which such breach is known to the County or, by exercising reasonable diligence, would have been known to the County. Provider shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of the Provider.
  - i. Identify the nature of the non-permitted use or disclosure including the date of the breach and the date of the discovery of the breach, if known;
  - ii. Identify the Protected Health Information used or disclosed such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved
  - iii. Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure;
  - iv. Identify what corrective action Provider took or will take to investigate the breach and prevent further non-permitted uses or disclosures;
  - v. Identify what Provider did or will do to mitigate any deleterious effect of the non-permitted use or disclosure including any steps individuals should take to protect themselves from potential harm resulting from the breach; and
  - vi. Provide such other information, including any written documentation, as County may reasonably request.
- b. County will then determine whether sufficient notice of the breach has been provided and may determine either;
  - i. that Provider must take additional steps to fulfill the required HIPAA PHI Breach notice requirements or
  - ii. assume responsibility for any additional required notification itself.

## 3. Termination of Agreement.

- a. Right to Terminate for Breach. County may terminate Agreement if it determines, in its sole discretion, that Provider has breached any provision of this Addendum. County may exercise this right to terminate Agreement by providing Provider written notice of termination, stating the breach of the Addendum that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in County's notice of termination.
- b. Obligations upon Termination.
  - i. Return or Destruction. Upon termination, cancellation, expiration or other conclusion of Agreement, Provider will if feasible return to County or destroy all Protected Health Information, including all Protected Health Information in whatever form or medium (including any electronic medium) and all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of Protected Health Information. Provider will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. Provider will identify any Protected Health Information that cannot feasibly be returned to County or destroyed. Provider will limit its further use or disclosure of that Protected Health Information to those purposes that make return or destruction of that Protected Health Information infeasible. Within 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement, Provider will (a) certify on oath in writing that such return or destruction has been completed, (b) deliver to County the identification of any Protected Health Information for which return or destruction is infeasible, and (c) certify that it will only use or disclose such Protected Health Information for those purposes that make return or destruction infeasible.
  - ii. Continuing Privacy Obligation. Provider's obligation to protect the privacy of the Protected Health Information it created or received for or from County will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.

- iii. Other Obligations and Rights. Provider's other obligations and rights and County's obligations and rights upon termination, cancellation, expiration or other conclusion of Agreement will be those set out in the Agreement.

#### 4. **Indemnity.**

Provider will indemnify and hold harmless County and any County affiliate, elected official, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs and penalties levied by HHS on County, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, volunteer, person or entity under Provider's control.

- a. Right to Tender or Undertake Defense. If County is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, person or entity under Provider's control, County will have the option at any time either (i) to tender its defense to Provider, in which case Provider will provide qualified attorneys, consultants, and other appropriate professionals to represent County's interests at Provider's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Provider will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
- b. Right to Control Resolution. County will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that County may have tendered its defense to Provider. Any such resolution will not relieve Provider of its obligation to indemnify County under this Addendum.

#### H. **Sanctions**

The parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

#### I. **Amendment to Agreement.**

Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to Protected Health Information or Standard Transactions, this Addendum and the Agreement of which it is part will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.

#### J. **Conflicts.**

The terms and conditions of this Addendum will override and control any conflicting term or condition of Agreement unless the term or condition of Agreement establishes additional rights of the County or additional duties for or restrictions on Provider with respect to Protected Health Information or Standard Transactions, in which case the term or condition of Agreement shall control. All non-conflicting terms and conditions of Agreement remain in full force and effect.

IN WITNESS WHEREOF, County and Provider execute this Addendum in multiple originals to be effective on the last date written below.

**HIAWATHA VALLEY MENTAL HEALTH  
CENTER**

By: Erik Siverson  
Name: Erik Siverson  
Title: Executive Director  
Date: 11-25-19

**COUNTY OF FILLMORE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Executive Order on Enhancing State and Local Involvement in Refugee Resettlement

Issued on: September 26, 2019

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By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered as follows:

Section 1. Purpose. In resettling refugees into American communities, it is the policy of the United States to cooperate and consult with State and local governments, to take into account the preferences of State governments, and to provide a pathway for refugees to become self-sufficient. These policies support each other. Close cooperation with State and local governments ensures that refugees are resettled in communities that are eager and equipped to support their successful integration into American society and the labor force.

The Federal Government consults with State and local governments not only to identify the best environments for refugees, but also to be respectful of those communities that may not be able to accommodate refugee resettlement. State and local governments are best positioned to know the resources and capacities they may or may not have available to devote to sustainable resettlement, which maximizes the likelihood refugees placed in the area will become self-sufficient and free from long-term dependence on public assistance. Some States and localities, however, have viewed existing consultation as insufficient, and there is a need for closer coordination and a more clearly defined role for State and local governments in the refugee resettlement process. My Administration seeks to enhance these consultations.

Section 6(d) of Executive Order 13780 of March 6, 2017 (Protecting the Nation from Foreign Terrorist Entry into the United States), directed the Secretary of State to determine the extent to which, consistent with applicable law, State and local jurisdictions could have greater involvement in the process of determining the placement or resettlement of refugees in their jurisdictions, and to devise a proposal to promote such involvement.

I have consulted with the Secretary of State and determined that, with limited exceptions, the Federal Government, as an exercise of its broad discretion concerning refugee placement accorded to it by the Constitution and the Immigration and Nationality Act, should resettle refugees only in those jurisdictions in which both the State and local governments have consented to receive refugees under the Department of State's Reception and Placement Program (Program).

Sec. 2. Consent of States and Localities to the Placement of Refugees. (a) Within 90 days of the date of this order, the Secretary of State and the Secretary of Health and Human Services shall develop and implement a process to determine whether the State and locality both consent, in writing, to the resettlement of refugees within the State and locality, before refugees are resettled within that State and locality under the Program. The Secretary of State shall publicly release any written consents of States and localities to resettlement of refugees.

(b) Within 90 days of the date of this order, the Secretary of State and the Secretary of Health and Human Services shall develop and implement a process by which, consistent with 8 U.S.C. 1522(a)(2)(D), the State and the locality's consent to the resettlement of refugees under the Program is taken into account to the maximum extent consistent with law. In particular, that process shall provide that, if either a State or locality has not provided consent to receive refugees under the Program, then refugees should not be resettled within that State or locality unless the Secretary of State concludes, following consultation with the Secretary of Health and Human Services and the Secretary of Homeland Security, that failing to resettle refugees within that State or locality would be inconsistent with the policies and strategies established under 8 U.S.C. 1522(a)(2)(B) and (C) or other applicable law. If the Secretary of State intends to provide for the resettlement of refugees in a State or locality that has not provided consent, then the Secretary shall notify the President of such decision, along with the reasons for the decision, before proceeding.

(c) Subsection (b) of this section shall not apply to the resettlement of a refugee's spouse or child following to join that refugee pursuant to 8 U.S.C. 1157(c)(2)(A).

Sec. 3. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

DONALD J. TRUMP

THE WHITE HOUSE,  
September 26, 2019.



December 3, 2019

Dear county partners,

On September 26, 2019, President Trump issued an executive order requiring state **and** local governments to provide written consent to the federal government before refugees can be resettled in their jurisdictions. Beginning June 1, 2020, the order will generally apply to all arriving refugees including those with family members already living in Minnesota.

**Who is being asked to offer consent?**

- The governor of a state **AND**
- The “chief executive officer of the local government (county or county equivalent)”

**Who will ask for consent?**

- Minnesota’s five local resettlement affiliates will contact counties to ask for letters of consent:
  - Lutheran Social Services of Minnesota
  - Catholic Charities of Southern Minnesota
  - Arrive Ministries
  - Minnesota Council of Churches
  - International Institute of Minnesota

**How do I offer consent?**

- Consent must be clearly stated in writing, but there is no required format.
- There are three ways to offer consent:
  1. Letters may be submitted to **any** local resettlement affiliate proactively or in response to their request.
  2. Counties may submit a letter to the Department of Human Services’ Resettlement Programs Office (RPO). From there, it will be routed to local resettlement affiliates and submitted to the U.S. Department of State.
  3. Counties may proactively submit a letter directly to the U.S. Department of State.
    - If you submit consent directly to the U.S. Department of State, please copy the RPO so that we can monitor responses and plan accordingly.

**What is the timeline for submitting consent?**

- The executive order goes into effect on June 1, 2020. After that date, refugees will not be placed in jurisdictions that have not offered consent.
- Local resettlement agencies must submit next year’s placement strategies to the U.S. Department of State by January 31, 2020. If a jurisdiction does not offer consent before this date, it is possible that refugees may not be resettled there in 2020.

**What happens if a county decides not to respond?**

- The executive order establishes an “opt-in” consent process, so refugees may not be placed in jurisdictions that have not offered consent.

**What happens after a consent letter is submitted?**

- After a consent letter is submitted, the U.S Department of State will contact the signatory to verify their intent to welcome refugees.
- All consent letters will be posted publically on the U.S. Department of State's website.

**Can refugees live in a community which has not provided consent?**

- Consent only relates to the *initial placement* of individuals. After placement, refugees have the right to travel or relocate to any community that they wish. However, the federal funding provided to support their initial resettlement would not follow them to a jurisdiction which has not offered consent.

**Does the executive order impact other classifications of immigrants?**

- The executive order only applies to individuals arriving through the U.S. Refugee Admissions Program.

As State Refugee Coordinator, I am happy to provide further information with regard to the president's executive order. Please feel free to contact me at any time with questions or concerns.

Thank you for your time and attention to this matter,



Rachele King  
State Refugee Coordinator  
Minnesota Department of Human Services  
[Rachele.king@state.mn.us](mailto:Rachele.king@state.mn.us)  
651.431.3837

### Background

The Minnesota Department of Human Services' (DHS) Resettlement Programs Office supports the statewide resettlement of refugees and their effective integration into Minnesota communities. The office's activities are 100% federally funded by the U.S. Department of Health and Human Services' (HHS) Office of Refugee Resettlement (ORR). Unlike some states, Minnesota does not currently spend state dollars on refugee resettlement.

Each year, DHS's Resettlement Programs Office receives approximately five million dollars in federal funding. It also supports the work of nine DHS employees and five Minnesota Department of Health employees.

### Executive order on refugee resettlement

On September 26, 2019, President Trump issued an executive order requiring state and local governments to provide written consent to the federal government before refugees can be resettled in their jurisdictions. DHS currently provides input to the federal government about the proposed number of individuals each local agency will resettle. That being said, the authority to place refugees in specific states and localities lies solely with the U.S. Department of State.

On November 6, 2019, the U.S. Department of State and HHS issued guidance requiring local resettlement affiliates to submit written consent from governors and the "chief executive officer of the local government (county or equivalent)" with their application to resettle refugees. Letters submitted will be posted on a federal website. The order will generally apply to all arriving refugees including those seeking to reunite with family members already living in Minnesota.

### Who are refugees?

Refugees are people who have been forced to flee their home countries due to violence or persecution based on religion, race, nationality, political opinion, or membership in a particular social group. They are unable to return because their home governments are unable or unwilling to protect them. According to the UN High Commission for Refugees, there were more than 25 million refugees living outside of their home country in 2019. Resettlement in other countries (such as the United States) is generally seen as a last resort which is only offered after all alternatives have been exhausted.

The U.S. Department of State administers the Refugee Admissions Program (USRAP), which is a humanitarian protection program designed to resettle refugees of "special humanitarian concern" in the United States. More than 70% of these refugees are women and children. The federal government annually determines how many refugees will be admitted and identifies priority populations. People selected to resettle through USRAP have legal, permanent status in the United States, authorization to work immediately upon arrival, and a pathway to citizenship after five years.

### Refugee resettlement is part of Minnesota's history:

Minnesota has a long history of supporting refugees and values their contributions to the state's history, culture, and economy. Since 1980, more than 100,000 individuals (from more than 100 countries) have made Minnesota home through USRAP. The vast majority of refugees who come to Minnesota are joining family members who already live here.

In recent years, Minnesota has seen a steep decline in refugee admissions due to the Trump administration's annual lowering of the national admissions cap. The current FY2020 admissions cap was recently set at 18,000, which is the lowest in U.S. history.

### **Refugees resettled in Minnesota in the last five years:**

- FY2019: 848
- FY2018: 663
- FY2017: 1,003
- FY2016: 3,059
- FY2015: 2,166

### Refugee resettlement is a secure process

Minnesota's history of receiving refugees does not come at the expense of public health or national security. Before resettling, refugees undergo the most extensive screening/vetting process of any classification of entrant to the US.

### **Eight federal agencies are involved in the vetting process:**

- Department of Homeland Security
- Department of State
- Department of Justice
- Department of Defense
- National Counterterrorism Center
- Department of Health and Human Services
- Federal Bureau of Investigations
- U.S. Customs and Border Protection.

### **Approximately 20 different assessments are conducted prior to a refugee's arrival:**

- Six global security database searches
- Five background checks
- Four biometric security checks
- Three in-person interviews (with specially trained Homeland Security officers)
- Two interagency security reviews

### Refugees benefit Minnesota's society and economy

Refugee resettlement yields long-term social and economic benefits. Refugees annually pay more than \$227 million in state and local taxes and contribute to Social Security. Once resettled, they fill needed jobs throughout the state, often open their own businesses, and foster intercultural connections in their communities. Refugees have a combined spending power of \$1.8 billion in Minnesota alone and accounted for 7.5% of Minnesota's Gross Domestic Product in 2012.

### Refugee resettlement programs matter:

After experiencing extreme hardships such as displacement, war, genocide, severe poverty, or loss of family members, Minnesota's refugees rebuild their lives from the ground up. DHS's Resettlement Programs Office works with resettlement agencies, counties, schools, and community-based organizations to help them establish a strong foundation to reach their full potential. For up to five years after a refugee's arrival, the Office provides federally-funded services designed to:

- **Help adults secure jobs and advance in employment**
  - The Resettlement Programs Office committed \$1,755,000 for these services in FY2019.
- **Support academic success among students**
  - Examples include after-school tutoring, in-school supports, and academic interventions.
  - These services are often focused on students whose first-generation parents are new to Minnesota's school system.
  - The Resettlement Programs Office committed \$335,000 for these services in FY2019.
- **Provide health screening and medical assistance**
  - The Resettlement Programs Office works with local public health offices to ensure that refugees receive a health screening within 90 days of their arrival and are connected to primary health care services.
  - The Resettlement Programs Office committed \$496,410 for these services in FY2019.
- **Provide community orientation to help people learn about local systems and culture**
  - The Resettlement Programs Office also helps educate a refugee's new community.
- **Help refugees connect to community resources**
  - Examples include stable, affordable housing and transportation (including understanding public transportation systems, obtaining a driver's license, etc.).
- **Assist refugees who apply to become U.S. citizens**
- The Resettlement Programs Office committed a combined total of \$1,068,700 for community orientation, community resource connection, and citizenship assistance in FY2019.

### Additional information:

- [Executive Order on Enhancing State and Local Involvement in Refugee Resettlement](#) - White House, September 2019
- [Executive Order Implementation Guidance](#) (Pages 3, 11, 12) - U.S. Department of State
- [Resettlement Programs Office Fact Sheet](#) - Minnesota Department of Human Services, 2019
- [Refugee Security Vetting Flow Chart](#) - United States Citizenship and Immigration Services, 2018
- [Economic Impact of Immigrants in Minnesota](#) - American Immigration Council, 2018
- [Immigrants and Minnesota's Workforce](#) - University of Minnesota, 2017
- [MN Economic Statistics for Immigrant / Refugee populations](#) - New American Economy, 2019
- [The Economic Impact of Refugees in America](#) (uses MN as a case study) - New American Economy, 2017

On November 6, 2019, the U.S. Department of State published the executive order's implementation requirements as part of an [FY 2020 Notice of Funding Opportunity for Reception and Placement Program](#). The following are excerpts from the notice which reference the executive order:

**Funding Opportunity Number:** SFOP0006252

**Catalog of Federal Domestic Assistance (CFDA) number:**

19.510 - U.S. Reception and Placement Program

**Announcement issuance date:** Wednesday, November 6, 2019

**Announcement type:** Cooperative Agreement

**Proposal submission deadline:** Tuesday, January 21, 2020 at 12:00 p.m. noon EST.

Excerpt from page 3:

*Consistent with Section 412(a) of the INA and Executive Order 13888, Enhancing State and Local Involvement in Refugee Resettlement, PRM and the Department of Health and Human Services Office of Refugee Resettlement (ORR) seek to promote the involvement of states and localities in the selection of locations for initial resettlement. In addition, PRM and ORR seek strong environments to support resettlement and speedy integration, and regard state and local consent for resettlement activity as important evidence of such strength. For each state and locality where the applicant proposes to resettle refugees during the award period, the applicant should seek written consent for resettlement of refugees from the state governor's office and the chief executive officer of the local government (county or county equivalent). PRM will take into account such consents to the maximum extent permitted by law, including Section 412(a) of the INA and antidiscrimination laws, in deciding where to place refugees.*

Excerpt from page 11-12:

*Consistent with Section 412(a) of the INA and Executive Order 13888, Enhancing State and Local Involvement in Refugee Resettlement, PRM and the Department of Health and Human Services Office of Refugee Resettlement (ORR) seek to promote the involvement of states and localities in the selection of locations for initial resettlement. In addition, PRM and ORR seek strong environments to support resettlement and speedy integration, and regard state and local consent to refugee resettlement activity as important evidence of such strength. For each state and locality where the applicant proposes to resettle refugees, the applicant should seek written consent for resettlement of refugees for FY 2020 from the state*

*governor's office and the chief executive officer of the local government (county or county equivalent).*

*PRM will take into account such consents to the maximum extent permitted by law, including Section 412(a) of the INA and antidiscrimination laws, in deciding where to place refugees. Applicants should document such consents or their unavailability in the affiliate and sub-office abstracts as directed in Appendix B. PRM will not permit placement in states or localities that lack such documentation.*

*Note that state and local consents are not required for refugee resettlement before the award period. However, applicants may submit to PRM such consent letters from state and local officials on a rolling basis both before and after submission of their proposals. Letters should be submitted electronically in PDF format to [RefResettlement-PRM@state.gov](mailto:RefResettlement-PRM@state.gov). Consistent with Executive Order 13888, such consent letters will be published on the Department of State website as soon as practical upon receipt from potential applicants.*

PURCHASE OF SERVICE AGREEMENT  
MENTAL HEALTH SERVICES  
CASE MANAGEMENT AND TARGETED CASE MANAGEMENT

The Fillmore County Board of Commissioners, 101 Fillmore Street, Preston, Minnesota 55965 (Fillmore County), through its local social services agency, Fillmore County Community Services, hereafter referred to as the "County", and **Zumbro Valley Health Center**, 343 Woodlake Drive Southeast, Rochester, Minnesota 55904, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2020 to December 31, 2020, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 26, Termination, paragraph a.

W I T N E S S E T H

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256.0112 to provide services as specified under Section 1, paragraph a; and

WHEREAS, Minnesota Statutes, Sections 245.461 to 245.486 to 245.4887 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the County is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, the Provider is a Medical Assistance (Medicaid) provider and an approved vendor under Minnesota Rules, part 9520.0750 to 9520.0870 and able to provide mental health services to persons; and

WHEREAS, the Provider, pursuant to Minnesota Statutes, section 256D.06, subdivisions 5 and 5a, is required to screen residents who may be eligible for SSI and provide screening results to Fillmore County; and

WHEREAS, Fillmore County, pursuant to MN Statutes, section 373.01, 373.02, and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services in accordance with Children's Mental Health Targeted Case Management (CMH-TCM) requirements as outlined in Minnesota Statute 256B.0625, Minnesota Rules 9520.0900-9520.0926, and Minnesota Rules 9505.0322;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, FillmoreCounty and Provider agree as follows:

1. Purchase of Service:
  - a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, Fillmore County agrees to purchase,



and the Provider agrees to furnish the following services:

**SERVICE DESCRIPTION**

**Children's Mental Health Targeted Case Management**

**Adult Mental Health Targeted Case Management**

**Adult Case Management**

**Children's Case Management**

**Mental Health Targeted Case Management** – "Case management services" means activities that are coordinated with the family community support services and are designed to help the child with severe emotional disturbance and the child's family obtain needed mental health services, social services, housing, educational services, health care services, financial services, vocational services. Case management services include assisting in obtaining a comprehensive diagnostic assessment, if needed, developing a functional assessment, developing an individual and family community support plan, and assisting the child and the child's family in obtaining needed services by coordination with other agencies and assuring continuity of care. Case managers must assess and reassess the quality and appropriateness of service delivery, appropriateness, and effectiveness of services over time.

- b. Purchased Services will be provided at Hiawatha Valley Mental Health Center, 166 Main Street, Winona, MN 55987 and/or at locations as approved by the County.

2. Attachments/Contract Documentation:

- a. As a condition precedent to the execution of this Agreement, as well as enabling the County to document compliance with state and federal laws, rules and regulations, Provider shall provide the following documents or information in a form acceptable to the County.

Exhibit A: Program Narrative/Brochure, including description of services to be provided and eligibility criteria (when applicable)

Exhibit B: Job Descriptions and Professional Qualifications of Personnel

Exhibit C: Financial Data

Exhibit D: Organization Status and Structure, Names and Addresses of directors, partners, and/or officers as applicable

Exhibit E: Statistics

Exhibit F: Other, as follows: \_\_\_\_\_

- b. All documents and/or information provided pursuant to this Section shall be maintained in the Agreement supporting documentation file and shall be considered a part of this Agreement.

3. Cost and Delivery of Purchased Services:

- a. Adult Mental Health Targeted Case Management (MH-TCM); the unit cost for providing the services to reimbursement eligible clients is **\$819.00** per month per client.

- b. Children's Mental Health Targeted Case Management (CMH-TCM); the unit cost for providing the services to reimbursement eligible clients is **\$819.00** per month per client.
  - c. Adult Case Management; the unit cost for providing the services to reimbursement eligible clients is **\$819.00**. Reimbursement shall be made on the basis of 100% of the full cost of services to eligible clients.
  - d. Children's Case Management; the unit cost for providing the services to reimbursement eligible clients is **\$819.00**. Reimbursement shall be made on the basis of 100% of the full cost of services to eligible clients.
  - e. The Provider certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients. The Provider further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
  - f. The Provider shall, when applicable, make every effort to collect fees from clients deemed able to pay (partial or full) and further will submit claims for all types of eligible insurance reimbursements (M.A., Private, Group, etc.). It is understood and agreed that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the Fillmore County Board of Commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes 256M.60, Subd. 6.
  - g. The Provider shall not charge any program or service fee to social service eligible clients except in accordance with paragraph c above. If the collection of social service fees is delegated to the Provider, the Provider shall provide Fillmore County Community Services, Social Services Division with information about fees collected and the fee source.
4. Eligibility for Services:
- a. For purposes of eligibility for case management and family community support services, the child must have severe emotional disturbance and meet one of the following criteria:
    - 1) The child has been admitted within the last three years or is at risk of being admitted to inpatient treatment or residential treatment for an emotional disturbance; or
    - 2) The child is a Minnesota resident and is receiving inpatient treatment or residential treatment for an emotional disturbance through the interstate compact; or

- 3) The child has one of the following as determined by a mental health professional:
    - a) Psychosis or a clinical depression; or
    - b) Risk of harming self or others as a result of an emotional disturbance; or
    - c) Psychopathological symptoms as a result of being a victim of physical or sexual abuse or of psychic trauma within the past year;
  - 4) The child, as a result of an emotional disturbance, has significantly impaired home, school or community functioning that has lasted at least one year or that in the written opinion of a mental health professional, presents substantial risk of lasting at least one year.
- b. The Provider will collaborate with the County to make the determination regarding eligibility for MH-TCM services, and then the County will make the case assignment to County/contracted case managers.
- b. Case Management:
- 1) Preliminary eligibility for clients will be determined either:
    - a) By the County, or
    - b) By the Provider. When the Provider has been delegated to make the preliminary determination of the client's eligibility for Purchased Services, the Provider shall complete and send to Fillmore County, Community Services Department, within five (5) working days of the date of application, an Application for Purchased Services.
  - 2) Final eligibility will be determined by Fillmore County. Fillmore County will, within five (5) calendar days of receipt of the application for Purchase Services, certify in writing to the Provider the client's final eligibility for Purchased Services, and prescribe the amount, disposition, and method of collection of any fees for said Purchased Services.
  - 3) Clients with a DSM, V Code diagnosis will be limited to three (3) County paid sessions.
- c. When Fillmore County has determined that a client is no longer eligible for Purchased Services, Fillmore County shall, within ten (10) days of that determination, notify Provider of such determination.
- d. The Provider must notify the County and the client in writing whenever the Provider proposes to discharge or terminate service(s) to a client. The notice must be sent at least sixty (60) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s). The Provider must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
- e. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the

period in which services are suspended or terminated.

- f. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include preparation of a summary of findings, processes, and plans to be transmitted with the client.
- g. For TCM eligible recipients:
  - 1) The Provider will make services available to children authorized by the certified county to receive TCM.
  - 2) The Provider must have a contract on file with the Minnesota Department of Human Services.
  - 3) The County/designee will gather the initial assessment material to determine the child's mental health status. Once the child has been determined to be eligible and referred for MH-TCM services, a provider will be assigned which will either be a contract or county service provider.
- h. MH-TCM is child specific; therefore, each child must have his/her own documentation. This documentation may be part of an existing case file. The following information must be in the child's case file:
  - 1) Case number, client identification, client name, and client date of birth;
  - 2) Functional Assessment within 30 days after meeting the child
  - 3) The determination that the child is eligible to receive TCM services. It must contain a written description of the child's/family's situation and which condition of eligibility the child meets;
  - 4) The written Individual Family Community Support Plan should include the necessary services, the plan to obtain those services, and how the agency will monitor the services; and
  - 5) Details of each contact, including; identification of client, name of contact, relationship of person contacted to the client, location of contact, type of contact (face-to-face or telephone), kind of service provided, and date of contact.
  - 6) A telephone contact only applies to a child placed in an excluded time facility or through the Interstate Compact more than 60 miles beyond the county or reservation borders. There may not be more than two consecutive months without a face-to-face contact.
  - 7) Provision of team case management and coordination of services will be documented in the record of care by the County and the Provider.
- i. In addition to the documentation requirements the Provider will complete a CASSI and an SDQ on each child served. This will be completed within thirty (30) days of case opening, and every 180 days thereafter and at case closure, or whenever a significant change in youth functioning occurs. In addition, a functional assessment will be completed every 180 days. This functional assessment will be the DLA-20.

5. Delivery of Care Services: (If Applicable)

Except as noted the Provider retains control over:

- a. Intake procedures and program requirements.
- b. The methods, times, means and personnel for providing Purchased Services to eligible clients.
- c. When to end Purchased Services to an eligible client. Exception: when the client has a service plan which is monitored by a County case manager.
- d. Nothing in the agreement requires the Provider to serve eligible clients, but all clients must be given the right to apply. If services are denied, the client must be informed of the reason for denial and the process for appealing the denial.

6. Individual Service Plan (If Applicable)

- a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the individual service plan developed for the individual client in collaboration with the client's case manager; as required under Minnesota Statutes, section 245.4711, subdivision 5 (for adults) and section 245.4881, subdivision 5 (for children).
- b. Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the Individual Service Plan (ISP).
- c. The County may delegate the development of service plans to the Provider. If the responsibility is being delegated, the Provider must ensure development of the ISP's.

7. Payment for Purchased Services:

a. CMH-TCM:

To claim the monthly reimbursement for CMH-TCM services the Provider will bill Medical Assistance through the Minnesota Department of Human Services on the HCFA-1500 format. This billing will occur on a per client basis.

b. MH-TCM:

The Provider is designated by the County to bill DHS directly for services and upon receipt of the authorization form (generated by the State), may electronically submit billings to DHS every two weeks and/or monthly on HCFA 1500 claim form. Questions should be referred to the Provider Help Line 1-800-657-3739.

c. Case Management:

- 1) The Provider shall, within five (5) working days, following the last day of each calendar month, submit a standard invoice for Purchased Services to Fillmore County. The invoice shall show: (1) total program and administrative expenditures for the month; and/or (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of purchased services.
- 2) Fillmore County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete. It is understood and agreed that total payment under this contract shall not exceed the amount specified in Section 3(a) above.

8. CMH-TCM and MH-TCM Provider Qualifications and Training:

- a. The Provider's staff must pass a criminal history check through the Bureau of Criminal Apprehension.
- b. When providing MH-TCM services, Provider must:
  - 1) Be qualified and licensed to provide services in accordance with the provisions of Minnesota Statutes pertaining to Mental Health Targeted Case Management (245.461 to 245.4887) and the Minnesota Department of Human Services Rule (Parts 9520.0900 to 9520.0926 and 9505.0322 excluding subpart 10) pertaining to Mental Health Targeted Case Management.
  - 2) Provide assurance that case managers will possess the minimum qualifications as defined in Minnesota Statute 245.462, subd. 4.

9. Standards and Licenses:

- a. The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:
  - 1) During the term of this Agreement, the Provider agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.
  - 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.

- b. The Provider agrees to maintain at all times during the term of this Agreement, a

process whereby its current and prospective employees and volunteers who will have direct contact with clients served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated under MN Statutes, Chapter 245A and MN Statutes, section 626.556. **Background studies must be completed and approved before staff can provide services with or without supervision.**

- c. Provider agrees to maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by the County.
  - d. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
  - e. The Provider agrees to inform the County, in writing, of the following related to it or its employees immediately upon:
    - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
    - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
    - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.
  - f. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.
  - g. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
  - h. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.
10. **Audit and Record Disclosures:**
- a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and

properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.

- b. The Provider agrees to maintain all records pertaining to this Agreement at Hiawatha Valley Mental Health Center, 166 Main Street, Winona, MN 55987, for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, applicable health plans the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 10 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:
- ☒ A written Program and Statistical Report in a form approved or provided by the Lead County within thirty (30) days after the end of each quarter.
  - ☒ ☒ Quarterly ☐ Monthly line item expense and revenue reports within thirty (30) days after the end of each quarter/month unless otherwise indicated in writing by the County.
  - ☒ ☐ Revenue and Expense Statement and Balance Sheet on an annual basis
  - ☒ Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Contract term.
  - ☐ Provider shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.
  - ☒ As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.
  - ☒ The Provider agrees to report to the County or County of Financial Responsibility according to specifications of the Community Mental Health Reporting System (CMHRS), and according to other specifications of the County of Financial Responsibility. The CMHRS requires the following data on each mental health client on a monthly or specified basis:
    - 1) A client specific ID number that adheres to data privacy restrictions in Minnesota Statutes, Chapter 13;
    - 2) The number of case management units of service provided to each client; and
    - 3) The date of birth, race, and sex of each client.
  - ☐ (Other) \_\_\_\_\_

- d. The Provider shall request client consent for the release of information to be used



for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by way of non-identifying case numbers which must remain constant over the term of the Agreement.

- e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- f. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.
- g. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 10.
- h. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.
- i. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- j. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier

date in order to protect the health and safety of recipients of service.

11. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

- a. The County: Kevin Olson  
Fillmore County Community Services Manager  
902 Houston St, NW, Suite 1  
Preston, MN 55965  
[kolson@co.fillmore.mn.us](mailto:kolson@co.fillmore.mn.us)
- b. The Provider: Beth Krehbiel  
Zumbro Valley Health Center, CEO  
343 Woodlake Dr., SE  
Rochester, MN 55904  
[beth.krehbiel@zvhc.org](mailto:beth.krehbiel@zvhc.org)

12. Reports of Death, Injury, Damage, or Abuse

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with Section 10. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.
- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

13. Safeguard of Client Information:

- a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.

- b. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the County. The County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
  - c. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Fillmore County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
  - d. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Heather Geents.
  - e. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
  - f. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of the Fillmore County Community Services Department (FCCS), including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of FCCS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA") and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.
14. Equal Employment Opportunity and Civil Rights and Nondiscrimination:
- a. The Provider agrees to comply with the Civil Rights Act of 1964 and 1991 as amended; Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes,

363A.01 et seq.

- b. It is Fillmore County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

15. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

16. Contract Disputes:

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Manager of Fillmore County Social Services and a Region 10 Contract Manager. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the Community Services Department a written appeal. The decision of Fillmore County for the determination of such appeals, shall be through the Social Services Manager of Fillmore County Community Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.

- b. This disputes clause does not preclude consideration of questions of law.

17. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and

Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

18. Indemnification:

- a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:
  - 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
  - 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
  - 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

19. Insurance and Bonding:

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
  - ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
  - ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
  - ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
  - ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.
- b. By signing this Agreement, the Provider certifies that they are in compliance with

this Section.

- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to a Region 10 Contract Manager. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- d. A Region 10 Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 19 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

20. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits Fillmore County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Fillmore County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, the Provider certifies that they are in compliance with these regulations.
- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
  - 2) Have not within a three (3) year period preceding this Agreement:
    - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction.
    - b) Violated any federal or state antitrust statutes; or
    - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:

- a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
  - b) Violating any federal or state antitrust statutes; or
  - c) Committing embezzlement, making false statements or receiving stolen property; and
- 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
- 5) Shall immediately give written notice as per Section 11 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g. general manager; head of a subsidiary, division, or business segment and similar positions).
- d. Directions for on-line access to exclude providers:
  - 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>.
  - 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Fillmore County Community Services, at (507) 765-2624.

21. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, Fillmore County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.
- b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 24 of this Agreement.
- c. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered a modification of the agreement.
- d. If there is a revision of Federal regulations which might make this Agreement

ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

- e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, the Community Services Department, Social Services Division must be notified, in writing, prior to action taking place.
- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the agreement between the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third- party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.
- g. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health/CSP Grant Requirements.

22. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint ventures, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.
- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents,



contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA

23. Subcontracting and Assignment:

The Provider shall neither enter into subcontracts for performance of this Agreement nor assign this Agreement without prior written approval of the County and then only subject to such conditions that the County may deem necessary.

24. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

25. Default:

- a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 11, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, Fillmore County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.
- c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.

- d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 25(a) or County default, each of the following shall constitute default on the part of the Provider:
  - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
  - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
  - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
  - 5) Failing to perform any other material provision of this Agreement.
- e. Default by County Unless cured or excused by the Force Majeure provision in Section 25(a) or Provider default, each of the following shall constitute default on the part of the County:
  - 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
  - 2) Failing to perform any other material provision of this Agreement.
- f. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.
- g. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

26. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of terminate by the Provider shall be addressed to Fillmore County, Community Services Department, 902 Houston Street, NW, Suite 1, Preston, MN 55965.
- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material

requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 25(g) of this Agreement.

- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 11.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
  - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
  - 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
  - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
  - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
  - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:
  - 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
  - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
  - 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Social Service Director, continue services/care to clients

receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.

- 2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
- 3) County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
- 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

27. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b. 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 this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

28. Damages:

- a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.
- b. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

29. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-29, Attachment A and Exhibits A - F. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

IN WITNESS WHEREOF, Fillmore County and the Provider have executed this Agreement as of the day and year first written above.

Provider, having signed this contract, and the Fillmore County Board of Commissioners having duly approved this contract on \_\_\_\_\_, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

ZUMBRO VALLEY HEALTH CENTER

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Beth Krehbiel  
Chief Executive Officer

FILLMORE COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Chairperson of the County Board

FILLMORE COUNTY COMMUNITY SERVICES

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Kevin Olson  
Manager

APPROVED AS TO FORM AND EXECUTION

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Brett Corson  
Fillmore County Attorney

**AGENCY NAME:** Zumbro Valley Health Center

**CONTRACT TYPE:** POS – CM & TCM

**INVOICES:** Fillmore County Community Services  
902 Houston Street, Suite 1  
Preston, MN 55965

| SERVICE DESCRIPTION                                      | CODE | UNITS                  | RATE     | TYPE | TOTAL                        |
|----------------------------------------------------------|------|------------------------|----------|------|------------------------------|
| Adult MH-TCM                                             | 4910 | 336                    | \$819.00 | MO   | NA – Not Paid to ZV Directly |
| County Funded Adult MH-TCM and General Case Management   | 4911 | 24                     | \$819.00 | MO   | \$19,656.00                  |
| County Funded Children's TCM and General Case Management | 4911 | Per Service Agreements | \$819.00 | MO   | Per Service Agreements       |

PURCHASE OF SERVICE AGREEMENT  
MENTAL HEALTH SERVICES

The Fillmore County Board of Commissioners, 101 Fillmore Street, Preston, Minnesota 55965 (Fillmore County), through its local social services agency, Fillmore County Community Services, hereafter referred to as the "County", and **Zumbro Valley Health Center**, 343 Woodlake Drive Southeast, Rochester, Minnesota 55904, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2020 to December 31, 2020, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 26, Termination, paragraph a.

W I T N E S S E T H

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256.0112 to provide services as specified under Section 1, paragraph a; and

WHEREAS, Minnesota Statutes, Sections 245.461 to 245.486 to 245.4887 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the County is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, the Provider is a Medical Assistance (Medicaid) provider and an approved vendor under Minnesota Rules, part 9520.0750 to 9520.0870 and able to provide mental health services to persons; and

WHEREAS, the Provider, pursuant to Minnesota Statutes, section 256D.06, subdivisions 5 and 5a, is required to screen residents who may be eligible for SSI and provide screening results to Fillmore County; and

WHEREAS, Fillmore County, pursuant to MN Statutes, section 373.01, 373.02, and 256M.60, wishes to purchase such program services from the Provider; and

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, Fillmore County and Provider agree as follows:

1. Purchase of Service:
  - a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, Fillmore County agrees to purchase, and the Provider agrees to furnish the following services:

SERVICE DESCRIPTION  
Adult Outpatient Treatment  
ICRS

- b. Purchased Services will be provided at Zumbro Valley Health Center, Harmony Office, 65 Main Ave N, Harmony, MN 55935 and/or at locations as approved by the County.

2. Attachments/Contract Documentation:

- a. As a condition precedent to the execution of this Agreement, as well as enabling the County to document compliance with state and federal laws, rules and regulations, Provider shall provide the following documents or information in a form acceptable to the County.

Exhibit A: Program Narrative/Brochure, including description of services to be provided and eligibility criteria (when applicable)

Exhibit B: Job Descriptions and Professional Qualifications of Personnel

Exhibit C: Financial Data

Exhibit D: Organization Status and Structure, Names and Addresses of directors, partners, and/or officers as applicable

Exhibit E: Statistics

Exhibit F: Other, as follows: \_\_\_\_\_

- b. All documents and/or information provided pursuant to this Section shall be maintained in the Agreement supporting documentation file and shall be considered a part of this Agreement.

3. Cost and Delivery of Purchased Services:

- a. The total amount to be paid for such Purchased Services shall not exceed amount listed in Attachment A. The unit cost for providing the services to reimbursement eligible clients is found in Attachment A. Reimbursement shall be made on the basis of 100% of the full cost of services to eligible clients.
- b. The Provider certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients. The Provider further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
- c. The Provider shall, when applicable, make every effort to collect fees from clients deemed able to pay (partial or full) and further will submit claims for all types of eligible insurance reimbursements (M.A., Private, Group, etc.). It is understood and agreed that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the Fillmore County Board of Commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes 256M.60, Subd. 6.



- d. The Provider shall not charge any program or service fee to social service eligible clients except in accordance with paragraph c above. If the collection of social service fees is delegated to the Provider, the Provider shall provide Fillmore County Community Services, Social Services Division with information about fees collected and the fee source.

4. Eligibility for Services:

- a. Preliminary eligibility for clients will be determined either:
  - 1) By the County, or
  - 2) By the Provider. When the Provider has been delegated to make the preliminary determination of the client's eligibility for Purchased Services, the Provider shall complete and send to Fillmore County, Community Services Department, within five (5) working days of the date of application, an Application for Purchased Services.
- b. Final eligibility will be determined by Fillmore County. Fillmore County will, within five (5) calendar days of receipt of the application for Purchase Services, certify in writing to the Provider the client's final eligibility for Purchased Services, and prescribe the amount, disposition, and method of collection of any fees for said Purchased Services.
- c. When Fillmore County has determined that a client is no longer eligible for Purchased Services, Fillmore County shall, within ten (10) days of that determination, notify Provider of such determination.
- d. The Provider must notify the County and the client in writing whenever the Provider proposes to discharge or terminate service(s) to a client. The notice must be sent at least sixty (60) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s). The Provider must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
- e. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- e. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include preparation of a summary of findings, processes, and plans to be transmitted with the client.

5. Delivery of Care Services: (If Applicable)

Except as noted the Provider retains control over:

- a. Intake procedures and program requirements.
  - b. The methods, times, means and personnel for providing Purchased Services to eligible clients.
  - c. When to end Purchased Services to an eligible client. Exception: when the client has a service plan which is monitored by a County case manager.
  - d. Nothing in the agreement requires the Provider to serve eligible clients, but all clients must be given the right to apply. If services are denied, the client must be informed of the reason for denial and the process for appealing the denial.
6. Individual Service Plan (If Applicable)
- a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the individual service plan developed for the individual client in collaboration with the client's case manager; as required under Minnesota Statutes, section 245.4711, subdivision 5 (for adults) and section 245.4881, subdivision 5 (for children).
  - b. Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the Individual Service Plan (ISP).
  - c. The County may delegate the development of service plans to the Provider. If the responsibility is being delegated, the Provider must ensure development of the ISP's.
7. Payment for Purchased Services:
- a. Certification of Expenditures:  
The Provider shall, within five (5) working days, following the receipt of the billing register, submit a standard invoice for Purchased Services to Fillmore County. The invoice shall show: (1) total program and administrative expenditures for the month; and/or (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of purchased services.
  - b. Payment for Purchased Services:  
Fillmore County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete. It is understood and agreed that total payment under this contract shall not exceed the amount specified in Section 3(a) above.
8. Standards and Licenses:
- a. The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under

the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:

- 1) During the term of this Agreement, the Provider agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.
  - 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
- b. The Provider agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with clients served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated under MN Statutes, Chapter 245A and MN Statutes, section 626.556. **Background studies must be completed and approved before staff can provide services with or without supervision.**
- c. Provider agrees to maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by the County.
- d. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
- e. The Provider agrees to inform the County, in writing, of the following related to it or its employees immediately upon:
- 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
  - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
  - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.
- f. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.

- g. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- h. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.

9. Audit and Record Disclosures:

- a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- b. The Provider agrees to maintain all records pertaining to this Agreement at Zumbro Valley Health Center, 343 Woodlake Dr., SE, Rochester, MN 55904, for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, applicable health plans the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 10 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:
  - ☒ A written Program and Statistical Report in a form approved or provided by the Lead County within thirty (30) days after the end of each quarter.
  - ☒ ☒ Quarterly ☐ Monthly line item expense and revenue reports within thirty (30) days after the end of each quarter/month unless otherwise indicated in writing by the County.
  - ☒ ☐ Revenue and Expense Statement and Balance Sheet on an annual basis
  - ☒ Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Contract term.
  - ☐ Provider shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.

- ☒ As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.
- ☐ (Other) \_\_\_\_\_

- d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- f. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.
- g. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 10.
- h. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.
- i. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- j. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety

of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

10. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

- a. The County: Kevin Olson  
Fillmore County Community Services Manager  
902 Houston St, NW, Suite 1  
Preston, MN 55965  
[kolson@co.fillmore.mn.us](mailto:kolson@co.fillmore.mn.us)
- b. The Provider: Beth Krehbiel  
Zumbro Valley Health Center, CEO  
343 Woodlake Dr., SE  
Rochester, MN 55904  
[beth.krehbiel@zvhc.org](mailto:beth.krehbiel@zvhc.org)

11. Reports of Death, Injury, Damage, or Abuse

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with Section 10. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.
- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

12. Safeguard of Client Information:

- a. The County and the Provider must comply with the Minnesota Government Data

Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.

- b. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the County. The County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
- c. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Fillmore County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- d. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Heather Geents.
- e. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- f. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of the Fillmore County Community Services Department (FCCS), including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of FCCS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA") and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

13. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. The Provider agrees to comply with the Civil Rights Act of 1964 and 1991 as amended; Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order

No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq.

- b. It is Fillmore County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

14. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

15. Contract Disputes:

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Manager of Fillmore County Social Services and a Region 10 Contract Manager. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the Community Services Department a written appeal. The decision of Fillmore County for the determination of such appeals, shall be through the Social Services Manager of Fillmore County Community Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.



b. This disputes clause does not preclude consideration of questions of law.

17. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

18. Indemnification:

a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:

- 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
- 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
- 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

19. Insurance and Bonding:

a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:

- ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
- ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
- ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.

- ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.

- b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.
- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to a Region 10 Contract Manager. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- d. A Region 10 Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 19 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

20. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits Fillmore County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Fillmore County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, the Provider certifies that they are in compliance with these regulations.
- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
  - 2) Have not within a three (3) year period preceding this Agreement:
    - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction.

- b) Violated any federal or state antitrust statutes; or
    - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
    - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
    - b) Violating any federal or state antitrust statutes; or
    - c) Committing embezzlement, making false statements or receiving stolen property; and
  - 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
  - 5) Shall immediately give written notice as per Section 10 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g. general manager; head of a subsidiary, division, or business segment and similar positions).
- d. Directions for on-line access to exclude providers:
- 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>.
  - 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Fillmore County Community Services, at (507) 765-2624.

21. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, Fillmore County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.
- b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 24 of this Agreement.
- c. No claim for services furnished by the Provider not specifically provided in the

agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered a modification of the agreement.

- d. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, the Community Services Department, Social Services Division must be notified, in writing, prior to action taking place.
- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the agreement between the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third- party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.
- g. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health/CSP Grant Requirements.

22. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint ventures, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.
- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services

required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA

23. Subcontracting and Assignment:

The Provider shall neither enter into subcontracts for performance of this Agreement nor assign this Agreement without prior written approval of the County and then only subject to such conditions that the County may deem necessary.

24. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

25. Default:

- a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 10, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, Fillmore County and Provider shall determine whether such inability will require a suspension of

referrals and/or modification/cancellation of the Agreement.

- c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.
- d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 25(a) or County default, each of the following shall constitute default on the part of the Provider:
  - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
  - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
  - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
  - 5) Failing to perform any other material provision of this Agreement.
- e. Default by County Unless cured or excused by the Force Majeure provision in Section 25(a) or Provider default, each of the following shall constitute default on the part of the County:
  - 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
  - 2) Failing to perform any other material provision of this Agreement.
- f. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.
- g. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

26. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written

notice of terminate by the Provider shall be addressed to Fillmore County, Community Services Department, 902 Houston Street, NW, Suite 1, Preston, MN 55965.

- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 25(g) of this Agreement.
- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 10.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
  - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
  - 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
  - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
  - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
  - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:
  - 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
  - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.

- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
- 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Social Service Director, continue services/care to clients receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.
  - 2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
  - 3) County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
  - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

27. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b. 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 this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

28. Damages:

- a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.
- b. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

29. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-29, Attachment A and Exhibits A - F. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached



and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, Fillmore County and the Provider have executed this Agreement as of the day and year first written above.

Provider, having signed this contract, and the Fillmore County Board of Commissioners having duly approved this contract on \_\_\_\_\_, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

ZUMBRO VALLEY HEALTH CENTER

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Beth Krehbiel  
Chief Executive Officer

FILLMORE COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Chairperson of the County Board

FILLMORE COUNTY COMMUNITY SERVICES

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Kevin Olson  
Manager

APPROVED AS TO FORM AND EXECUTION

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Brett Corson  
Fillmore County Attorney

**AGENCY NAME:** Zumbro Valley Health Center

**CONTRACT TYPE:** POS – Crisis Services

**INVOICES:** Fillmore County Community Services  
902 Houston Street, Suite 1  
Preston, MN 55965

| SERVICE DESCRIPTION<br>– Harmony Site | CODE | UNITS                             | RATE     | TYPE | TOTAL       |
|---------------------------------------|------|-----------------------------------|----------|------|-------------|
| Adult Outpatient Treatment            | 4520 | 1 day per<br>week for 50<br>weeks | \$792.00 | DAY  | \$39,600.00 |
| ICRS                                  | 4310 | 12                                | \$433.33 | MO   | \$5,200.00  |

The Harmony Site services shall be used in combination with TCM/General Case Management funding to fund costs associated with services provided to Fillmore County clients at the Harmony site.

## BUSINESS ASSOCIATE ADDENDUM TO THE PURCHASE OF SERVICE AGREEMENT

This Business Associate Addendum (“Addendum”) is effective upon execution, and amends and is made part of the Purchase of Service Agreement between Fillmore County (“County”) and **Zumbro Valley Health Center** (“Provider”) for the period of **January 1, 2020 through December 31, 2020**.

The County and Provider mutually agree to modify Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64). A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

### A. Definitions

1. **Catch-all definition.** The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
2. **Specific definitions.**
  - a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Provider.
  - b) Confidential Data. “Confidential Data as defined in Minnesota § 13.02, subd. 3.
  - c) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the County.
  - d) Diagnosis. “Diagnosis” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means any reference to an individual's substance use disorder or to a condition which is identified as having been caused by that substance use disorder which is made for the purpose of treatment or referral for treatment.
  - e) Disclose. “Disclose” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means to communicate any information identifying a patient as being or having been diagnosed with a substance use disorder, having or having had a substance use disorder, or being or having been referred for treatment of a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person.
  - f) Electronic Health Records. “Electronic Health Records” as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
  - g) Health Records. “Health Records” as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
  - h) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - i) Medical Data. “Medical Data as governed by Minnesota Statute § 13.384.
  - j) Other Non-Public Data. “Other Non-Public Data” as governed by the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes 13.02, Subd. 8a and 9.
  - k) Part 2 Program. “Part 2 Program” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means a federally assisted program which is:
    - i. An individual or entity (other than a general medical facility) who holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or
    - ii. An identified unit within a general medical facility that holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or

- iii. Medical personnel or other staff in a general medical facility whose primary function is the provision of substance use disorder diagnosis, treatment, or referral for treatment and who are identified as such providers.
- l) Patient. “Patient” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means any individual who has applied for or been given diagnosis, treatment, or referral for treatment for a substance use disorder at a part 2 program. “Patient” includes any individual who, after arrest on a criminal charge, is identified as an individual with a substance use disorder in order to determine that individual's eligibility to participate in a part 2 program. This definition includes both current and former patients.
- m) Privacy Incident. “Privacy incident” means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- n) Private Data. “Private Data” as defined in Minnesota Statutes § 13.02, subd. 12.
- o) Protected Health Information. The capitalized term “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 164.501, limited to the information created or received by Provider from or on behalf of County or another business associate of County.
- p) Qualified Service Organization. “Qualified service organization” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means an individual or entity who:
  - i. Provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and
  - ii. Has entered into a written agreement with a Part 2 program under which that individual or entity:
    - a. Acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records from the Part 2 program, it is fully bound by the regulations in this part; and
    - b. If necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.
- q) Records. “Records” means any information, whether recorded or not, created by, received, or acquired by a part 2 program relating to a patient (e.g., diagnosis, treatment and referral for treatment information, billing information, emails, voice mails, and texts) as governed by 42 USC § 290dd-2 and 42 CFR § 2.1 to § 2.67.
- r) Security Incident. “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- s) Standard Transactions. The capitalized term “Standard Transactions” shall have the meaning set out in, 45 C.F.R. § 162.103.
- t) Substance Use Disorder. “Substance Use Disorder” or SUD means a cluster of cognitive, behavioral, and physiological symptoms indicating that the individual continues using the substance despite significant substance-related problems such as impaired control, social impairment, risky use, and pharmacological tolerance and withdrawal. For the purposes of the regulations in this part, this definition does not include tobacco or caffeine use.
- u) Third-Party Payer. “Third party payer” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means an individual or entity who pays and/or agrees to pay for diagnosis or treatment furnished to a patient on the basis of a contractual relationship with the patient or

a member of the patient's family or on the basis of the patient's eligibility for federal, state, or local governmental benefits.

- v) Treating Provider Relationship. "Treating provider relationship" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means that, regardless of whether there has been an actual in-person encounter:
  - i. A patient is, agrees to, or is legally required to be diagnosed, evaluated, and/or treated, or agrees to accept consultation, for any condition by an individual or entity, and;
  - ii. The individual or entity undertakes or agrees to undertake diagnosis, evaluation, and/or treatment of the patient, or consultation with the patient, for any condition.
- w) Treatment. "Treatment" for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means the care of a patient suffering from a substance use disorder, a condition which is identified as having been caused by the substance use disorder, or both, in order to reduce or eliminate the adverse effects upon the patient.
- x) Welfare Data. "Welfare Data" as governed by Minnesota Statute § 13.46.

## **B. Privacy of Protected Health Information.**

1. **Permitted Uses and Disclosures.** Provider is permitted or required to use or disclose Protected Health Information it creates or receives for or from County or to request Protected Health Information on County's behalf only as follows:

- a) Functions and Activities on County's Behalf. Except as otherwise limited in this Addendum, Provider is permitted to request the minimum necessary protected health information on County's behalf, and to use and to disclose the minimum necessary Protected Health Information to perform functions, activities, or services for or on behalf of County, as specified in Agreement. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- b) Business Associate's Operations. Provider may use the minimum necessary Protected Health Information for Provider's proper management and administration or to carry out Provider's legal responsibilities. Provider must comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients' identifying information removed, "to the extent practicable." Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. Provider may disclose the minimum necessary Protected Health Information for Provider's proper management and administration or to carry out Provider's legal responsibilities only if:
  - i. The disclosure is required by law; or
  - ii. Provider obtains reasonable assurance, evidenced by written contract, from any person or organization to which Provider will disclose Protected Health Information that the person or organization will:
    - a. Hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Provider disclosed it to the person or organization or as required by law; and
    - b. Promptly notify Provider (who will in turn promptly notify County) of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.
- c) Additional Provider Obligations Pertaining to Patient Records for Substance Use Disorders. Provider represents, warrants and covenants that it has obtained (and, prior to disclosure, shall obtain) the required consent to disclose records of substance use disorder treatment protected under 42 C.F.R., Part 2 ("SUD

Records"), to the extent SUD Records are provided or required to be provided to the County under this Agreement, and that such consent does, or shall, permit the County to use SUD Records for its payment and health care operations purposes, the County acknowledges and agrees that, to the extent 42 C.F.R., Part 2 applies to its use or disclosure of any patient identifying information contained in SUD Records received hereunder, it is fully bound by the provisions of part 2 upon receipt of the patient identifying information. The County further acknowledges receipt of the following notice, in connection with SUD Records: "This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR part 2). The federal rules prohibit you from making any further disclosure of information in this record that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose per 42 CFR §2.31. The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 CFR §§2.12(c)(5) and 2.65. The County shall be permitted to redisclose SUD Records to its agents, helping the County provide services described in the Agreement, as long as the agent only further discloses the information contained in the SUD Records back to the County. The County also agrees to implement appropriate safeguards to prevent unauthorized uses and disclosures of SUD Records and to report any unauthorized uses, disclosures or breaches of Part 2 information to Provider.

2. **Prohibition on Unauthorized Use or Disclosure.** Provider will neither use nor disclose Protected Health Information except as permitted or required by this Addendum, as otherwise permitted in writing by County, or as required by law. This Addendum does not authorize Provider to use or disclose Protected Health Information in a manner that would violate the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) if done by County, except as set forth in Section C(1)(b).
  
3. **Information Safeguards.** Provider will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 Code of Federal Regulations § 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services. The safeguards will be designed to preserve the integrity and confidentiality of, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, Protected Health Information. Provider will document and keep these safeguards current. Provider is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). The parties also may wish to specify the manner in which Provider will de-identify the information and the permitted uses and disclosures by the Provider of the de-identified information.
  
4. **Security Regulations for Electronic Protected Health Information.** Provider agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the County as required by the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Part 164, Subpart C. Provider will document and keep these safeguards current. Provider will report to County any Security Incident of which it becomes aware pursuant to the terms of paragraph D. 1. of this Addendum. Provider shall develop and document policies and procedures to insure the security of Protected Health Information, train workforce members on and have sanctions for failure to comply with these policies and procedures, and permit individuals to file complaints regarding these policies and procedures or a failure to comply with them.
  
5. **Sub-Contractors, Agents, and Volunteers.** Provider will require any of its subcontractors, agents and volunteers, to which Provider is permitted by this Addendum or in writing by County to create, receive, maintain, transmit or disclose Protected Health Information, to provide reasonable assurance, evidenced by written contract, that such subcontractor, agent or volunteer will comply with the same privacy and security obligations as Provider with respect to such Protected Health Information.

**C. Compliance with Standard Transactions.**

If Provider conducts in whole or part Standard Transactions for or on behalf of County, Provider will comply, and will require any subcontractor, agent or volunteer involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 Code of Federal Regulations Part 162. Provider will not enter into, or permit its subcontractors, agents or volunteers to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of County that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. 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
4. Changes the meaning or intent of the Standard Transaction's implementation specification.

**D. Obligations and Activities of Business Associate.**

As a business associate of the County, Provider agrees to:

1. Make available protected health information in a designated record set to an individual or the individual's designee as necessary to satisfy the County's obligations under 45 CFR 164.524;
2. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the County's obligations under 45 CFR 164.526;
3. Maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy the County's obligations under 45 CFR 164.528;
4. To the extent the Provider is to carry out one or more of the County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County in the performance of such obligation(s); and
5. Make its internal practices, books, and records available to the U.S. Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules subject to attorney-client and other applicable legal privileges.

**E. Provisions for the County to Inform Provider of Privacy Practices and Restrictions.**

1. The County shall notify Provider of any limitation(s) in the notice of privacy practices of the County under 45 CFR 164.520, to the extent that such limitation may affect Provider's use or disclosure of protected health information.
2. The County shall notify Provider of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Provider's use or disclosure of protected health information.
3. The County shall notify Provider of any restriction on the use or disclosure of protected health information that the County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Provider's use or disclosure of protected health information.

**F. Individual Rights.**

1. **Access.** Provider will, within 10 days after County's request, make available to County or, at County's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any Protected Health Information about the individual that is in Provider's custody or control, so that County may meet its access obligations under 45 Code of Federal Regulations § 164.524.
2. **Amendment.** Provider will, upon receipt of notice from County, promptly amend or permit County access to amend any portion of the Protected Health Information, so that County may meet its amendment obligations under 45 Code of Federal Regulations § 164.526.



3. **Disclosure Accounting.** So that County may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
  - a) Disclosure Tracking. Effective April 14, 2003, Provider will record information concerning each disclosure of Protected Health Information, not excepted from disclosure tracking under Addendum Section C.3(b) below, that Provider makes to County or a third party. The information Provider will record is (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Provider made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the “disclosure information”). For repetitive disclosures Provider makes to the same person or entity (including County) for a single purpose, Provider may provide (x) the disclosure information for the first of these repetitive disclosures, (y) the frequency, periodicity or number of these repetitive disclosures, and (z) the date of the last of these repetitive disclosures. Provider will make this disclosure information available to County within 10 days after County’s request.
  - b) Exceptions from Disclosure Tracking. Provider need not record disclosure information or otherwise account for disclosures of Protected Health Information that this Addendum or County in writing permits or requires (i) for purposes of treating the individual who is the subject of the Protected Health Information disclosed, payment for that treatment, or for the health care operations of Provider; (ii) to the individual who is the subject of the Protected Health Information disclosed or to that individual’s personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the Protected Health Information disclosed; (iv) to persons involved in that individual’s health care or payment related to that individual’s health care; (v) for notification for disaster relief purposes, (vi) for national security or intelligence purposes; (vii) as part of a limited data set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.
  - c) Disclosure Tracking Time Periods. Provider must have available for the disclosure information required by Addendum Section G.3(a) for the 6 years preceding County’s request for the disclosure information (except Provider need have no disclosure information for disclosures occurring before April 14, 2003).
4. **Restriction Requests; Confidential Communications.** Provider will comply with any agreements for confidential communications of which it is aware and to which County agrees pursuant to 45 C.F.R. § 164.522(b) by communicating with persons affected using agreed upon alternative means or alternative locations. Provider also agrees to provide in a secure manner upon request by an individual a copy of the individual’s electronic medical record in electronic form. Provider also agrees to securely transmit a copy of Protected Health Information to another person designated by an individual upon request.
5. **Inspection of Books and Records.** Provider will make its internal practices, books, and records, relating to its use and disclosure of Protected Health Information, available to County, to the Minnesota Department of Human Services and to the U.S. Department of Health and Human Services to determine compliance with 45 Code of Federal Regulations Parts 160-64 or this Addendum.

**G. Breach of Privacy Obligations.**

1. **Breach.** For purposes of this Section, any reference to “Provider” shall include any subcontractor, agent or volunteer which Provider is permitted to use by this Addendum. Provider shall be deemed the authorized agent of and legally responsible for the activities of any such subcontractor, agent or volunteer. Provider will report to County any use or disclosure of Protected Health Information not permitted by this Addendum. An impermissible use or disclosure of protected health information is presumed to be a “breach” of privacy obligations unless the Provider, demonstrates to the satisfaction of the County that there is a low probability that the Protected Health Information has been compromised based on a risk assessment that considers at least the following factors:
  - a. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re- identification;
  - b. The unauthorized person who used the protected health information or to whom the disclosure was made.

## 2. Reporting.

- a. Provider will promptly mitigate to the extent practicable, any harmful effect that is known to Provider of a use or disclosure in violation of this Addendum. Provider will make the report in writing to County's Legal Department not more than 5 days after Provider learns of such breach or non-permitted use or disclosure. A breach is treated as discovered by the County as of the first day on which such breach is known to the County or, by exercising reasonable diligence, would have been known to the County. Provider shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of the Provider.
  - i. Identify the nature of the non-permitted use or disclosure including the date of the breach and the date of the discovery of the breach, if known;
  - ii. Identify the Protected Health Information used or disclosed such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved
  - iii. Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure;
  - iv. Identify what corrective action Provider took or will take to investigate the breach and prevent further non-permitted uses or disclosures;
  - v. Identify what Provider did or will do to mitigate any deleterious effect of the non-permitted use or disclosure including any steps individuals should take to protect themselves from potential harm resulting from the breach; and
  - vi. Provide such other information, including any written documentation, as County may reasonably request.
- b. County will then determine whether sufficient notice of the breach has been provided and may determine either;
  - i. that Provider must take additional steps to fulfill the required HIPAA PHI Breach notice requirements or
  - ii. assume responsibility for any additional required notification itself.

## 3. Termination of Agreement.

- a. Right to Terminate for Breach. County may terminate Agreement if it determines, in its sole discretion, that Provider has breached any provision of this Addendum. County may exercise this right to terminate Agreement by providing Provider written notice of termination, stating the breach of the Addendum that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in County's notice of termination.
- b. Obligations upon Termination.
  - i. Return or Destruction. Upon termination, cancellation, expiration or other conclusion of Agreement, Provider will if feasible return to County or destroy all Protected Health Information, including all Protected Health Information in whatever form or medium (including any electronic medium) and all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of Protected Health Information. Provider will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. Provider will identify any Protected Health Information that cannot feasibly be returned to County or destroyed. Provider will limit its further use or disclosure of that Protected Health Information to those purposes that make return or destruction of that Protected Health Information infeasible. Within 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement, Provider will (a) certify on oath in writing that such return or destruction has been completed, (b) deliver to County the identification of any Protected Health Information for which return or destruction is infeasible, and (c) certify that it will only use or disclose such Protected Health Information for those purposes that make return or destruction infeasible.
  - ii. Continuing Privacy Obligation. Provider's obligation to protect the privacy of the Protected Health Information it created or received for or from County will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.

- iii. Other Obligations and Rights. Provider's other obligations and rights and County's obligations and rights upon termination, cancellation, expiration or other conclusion of Agreement will be those set out in the Agreement.

#### **4. Indemnity.**

Provider will indemnify and hold harmless County and any County affiliate, elected official, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs and penalties levied by HHS on County, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, volunteer, person or entity under Provider's control.

- a. Right to Tender or Undertake Defense. If County is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Provider or any subcontractor, agent, person or entity under Provider's control, County will have the option at any time either (i) to tender its defense to Provider, in which case Provider will provide qualified attorneys, consultants, and other appropriate professionals to represent County's interests at Provider's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Provider will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
- b. Right to Control Resolution. County will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that County may have tendered its defense to Provider. Any such resolution will not relieve Provider of its obligation to indemnify County under this Addendum.

#### **H. Sanctions**

The parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

#### **I. Amendment to Agreement.**

Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to Protected Health Information or Standard Transactions, this Addendum and the Agreement of which it is part will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.

#### **J. Conflicts.**

The terms and conditions of this Addendum will override and control any conflicting term or condition of Agreement unless the term or condition of Agreement establishes additional rights of the County or additional duties for or restrictions on Provider with respect to Protected Health Information or Standard Transactions, in which case the term or condition of Agreement shall control. All non-conflicting terms and conditions of Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, County and Provider execute this Addendum in multiple originals to be effective on the last date written below.

**ZUMBRO VALLEY HEALTH CENTER**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF FILLMORE**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/17/2019      Amount of time requested (minutes): 15

Dept.: Sanitation      Prepared By: Drew Hatzenbihler

State item(s) of business with brief analysis. If requesting multiple items, please number each item for clarity. Provide relevant material(s) for documentation. Please note on each item if documentation is needed and attached.

Consent Agenda:

Documentation  
(Yes/No):

1.

Regular Agenda:

Documentation  
(Yes/No):

1. Discussion with possible action regarding updated pricing and tipping fee for 2020. (Yes)
  - a. Changes from last year
    - i. Tipping fee \$80/ton to \$100/ton
    - ii. Minimum fee from \$5 for under 100 pounds to \$5 for under 80 pounds
    - iii. Out of county recyclables from \$93.60/ton to \$117/ton
    - iv. Unsecured load fee of \$20 added
    - v. Special Handling fee of \$20 added
    - vi. Appliances from \$10 flat to \$10 for non-freon, \$15 for Freon, \$20 for commercial
    - vii. ATV tires increase from \$1 to \$3
    - viii. Added fee for track tires at \$0.25/pound

All requests for County Board agenda must be in the Coordinator's office **No later than noon Thursday prior to the Board date.** Items received after this time **will** not be placed on the Board agenda. All requests should be sent to: [bvickerman@co.fillmore.mn.us](mailto:bvickerman@co.fillmore.mn.us); [ainglett@co.fillmore.mn.us](mailto:ainglett@co.fillmore.mn.us); and [kruesink@co.fillmore.mn.us](mailto:kruesink@co.fillmore.mn.us)

Fillmore County Resource Recovery Center  
727 Highway 52  
Preston MN 55965  
Phone: (507) 765-4704

## FILLMORE COUNTY RESOURCE RECOVERY CENTER PRICE LIST

*All materials must have been generated in Fillmore County. No out of county waste will be accepted*

|                                                        |          |
|--------------------------------------------------------|----------|
| LANDFILL MATERIAL (PER TON)-----                       | \$100.00 |
| (Minimum Charge of \$5.00 for loads 80 pounds or less) |          |
| SOLID WASTE MANAGEMENT TAX-----                        | 17%      |
| OUT OF COUNTY RECYCLABLES (PER TON)-----               | \$117.00 |
| UNSECURED LOAD-----                                    | \$20.00  |
| SPECIAL HANDLING-----                                  | \$20.00  |

### WHITE GOODS

|                                                                                                 |         |
|-------------------------------------------------------------------------------------------------|---------|
| HOUSEHOLD SIZE (NON-FREON: Washers, Dryers, Microwaves, Water Heaters/Softeners, Furnaces)----- | \$10.00 |
| HOUSEHOLD SIZE (FREON: Refrigerators, AC units, De-Humidifiers, Water Coolers)-----             | \$15.00 |
| COMMERCIAL-----                                                                                 | \$20.00 |

### ELECTRONICS

- TVs, COMPUTER MONITORS (with desktop, printer, keyboard, mouse), LAPTOPS (EACH)-----\$15.00
- ALL OTHER ELECTRONICS (printer, desktop, scanner, fax machine, copier, stereo, VCR, DVD/Blu-Ray Player, Game Console, mouse, keyboard, tablets etc.)-----\$0.25/lb (min. \$2.50)

### TIRE PRICES: ALL TIRES MUST BE DRY WITH MUD AND DIRT REMOVED

*TIRES LEFT ON THE RIM WILL BE CHARGED DOUBLE THE ORIGINAL FEE*

- OFF RIM BICYCLE, LAWN MOWER-----\$1.00
- OFF RIM CAR, LIGHT TRUCK, MOTORCYCLE, SMALL TRAILER, WAGON, ATV-----\$3.00
- OFF RIM LARGE TRUCK/SEMI AND IMPLEMENT-----\$10.00
- OFF RIM SMALL AGRICULTURE TIRE-----\$30.00
- OFF RIM LARGE FRONT AND REAR TRACTOR-----\$45.00
- OFF RIM OFF ROAD TIRES (manure spreader, combine, loader etc.)-----\$50.00
- VEHICLE TREADS/TRACKS-----\$0.25/lb

### LIGHT BULBS:

- 4 FOOT OR LESS-----\$0.50
- OVER 4 FOOT, U-SHAPED, CIRCULAR, LED, HALOGEN AND SHIELDED-----\$1.00
- HIGH INTENSITY, ULTRA-VIOLET, HIGH PRESSURE SODIUM, METAL HALIDE, MERCURY VAPOR -----\$2.50
- NEON FIXTURES-----\$4.00/lb

### OIL FILTERS:

- ONE QUART OR SMALLER-----\$0.50
- OVER ONE QUART-----\$1.00

### BALLASTS:

- NON PCB CONTAINING-----\$0.50
- PCB CONTAINING-----\$3.50

**Batteries:** All types accepted at our Preston Facility Free of charge

**Sharps:** Household quantities accepted for Free. Must be placed in hard-sided, plastic container such as a detergent bottle

**Ink Cartridges:** All types accepted for recycling at our Preston Facility Free of charge

**Recycling:** Recycling is free and available at our Preston Facility & Remote Sites

Fillmore County reserves the right to reject any load that is not compatible with the operations or design of the transfer station.  
THERE IS NO SWM TAX ON WHITE GOODS, TIRES, BULBS, FILTERS, TV'S, MONITORS, ELECTRONICS, OIL FILTERS OR BALLASTS

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/17/2019      Amount of time requested (minutes): 15

Dept.: Sheriff's Office      Prepared By: John DeGeorge

State item(s) of business with brief analysis. If requesting multiple items, please number each item for clarity. Provide relevant material(s) for documentation. Please note on each item if documentation is needed and attached.

Consent Agenda:

Documentation  
(Yes/No):

Regular Agenda:

Documentation  
(Yes/No):

- |                                                                            |               |
|----------------------------------------------------------------------------|---------------|
| 1. Axon Taser Replacement Purchase to be paid from<br>DWI Forfeiture Funds | Yes, Attached |
| 2. 2020 Motorola Service Agreement to be paid from 911 grant funds         | Yes, Attached |
| 3. 2020 Ancom Service Contract to be paid from 911 grant funds             | Yes, Attached |

All requests for County Board agenda must be in the Coordinator's office **No later than noon Thursday prior to the Board date.** Items received after this time **will** not be placed on the Board agenda. All requests should be sent to: [bvickerman@co.fillmore.mn.us](mailto:bvickerman@co.fillmore.mn.us); [ainglett@co.fillmore.mn.us](mailto:ainglett@co.fillmore.mn.us); and [kruesink@co.fillmore.mn.us](mailto:kruesink@co.fillmore.mn.us)



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-235130-43808.579TH**

Issued: 12/09/2019

Quote Expiration: 12/20/2019

Account Number: 122755

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Lance Boyum  
Fillmore County Sheriff's Office - MN  
901 Houston Street NW  
PRESTON, MN 55965  
US

**BILL TO**

Fillmore County Sheriff's Office - MN  
901 Houston Street NW  
PRESTON, MN 55965  
US

**SALES REPRESENTATIVE**

Thomas Hair  
Phone: 4805156374  
Email: thair@axon.com  
Fax:

**PRIMARY CONTACT**

Lance Boyum  
Phone: (507) 765-3874  
Email: lboyum@co.fillmore.mn.us

**Taser 60 Year 1 - Initial Payment**

| Item                             | Description                         | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|-------------------------------------|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages</b> |                                     |          |                 |                |             |
| 85181                            | TASER 60 YEAR 1 PAYMENT: X26P BASIC | 18       | 291.00          | 291.00         | 5,238.00    |
| <b>Hardware</b>                  |                                     |          |                 |                |             |
| 11003                            | YELLOW X26P CEW, HANDLE             | 18       | 0.00            | 0.00           | 0.00        |
| 11501                            | RIGHT-HAND HOLSTER, X26P, BLACKHAWK | 18       | 0.00            | 0.00           | 0.00        |
| 22010                            | PPM, STANDARD BATTERY PACK, X2/X26P | 18       | 0.00            | 0.00           | 0.00        |
| 44203                            | 25 FT STANDARD CARTRIDGE, X26/X26P  | 36       | 0.00            | 0.00           | 0.00        |
| Subtotal                         |                                     |          |                 |                | 5,238.00    |
| Estimated Shipping               |                                     |          |                 |                | 0.00        |
| Estimated Tax                    |                                     |          |                 |                | 0.00        |
| Total                            |                                     |          |                 |                | 5,238.00    |

**Taser 60 Year 2**

| Item                             | Description                         | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|-------------------------------------|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages</b> |                                     |          |                 |                |             |
| 85182                            | TASER 60 YEAR 2 PAYMENT: X26P BASIC | 18       | 291.00          | 291.00         | 5,238.00    |
| Subtotal                         |                                     |          |                 |                | 5,238.00    |
| Estimated Tax                    |                                     |          |                 |                | 0.00        |
| Total                            |                                     |          |                 |                | 5,238.00    |



### Taser 60 Year 3

| Item                  | Description                         | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|-------------------------------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                     |          |                 |                |             |
| 85183                 | TASER 60 YEAR 3 PAYMENT: X26P BASIC | 18       | 291.00          | 291.00         | 5,238.00    |
|                       |                                     |          |                 | Subtotal       | 5,238.00    |
|                       |                                     |          |                 | Estimated Tax  | 0.00        |
|                       |                                     |          |                 | Total          | 5,238.00    |

### Taser 60 Year 4

| Item                  | Description                         | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|-------------------------------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                     |          |                 |                |             |
| 85184                 | TASER 60 YEAR 4 PAYMENT: X26P BASIC | 18       | 291.00          | 291.00         | 5,238.00    |
|                       |                                     |          |                 | Subtotal       | 5,238.00    |
|                       |                                     |          |                 | Estimated Tax  | 0.00        |
|                       |                                     |          |                 | Total          | 5,238.00    |

### Taser 60 Year 5

| Item                  | Description                         | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|-------------------------------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                     |          |                 |                |             |
| 85185                 | TASER 60 YEAR 5 PAYMENT: X26P BASIC | 18       | 291.00          | 291.00         | 5,238.00    |
|                       |                                     |          |                 | Subtotal       | 5,238.00    |
|                       |                                     |          |                 | Estimated Tax  | 0.00        |
|                       |                                     |          |                 | Total          | 5,238.00    |

|                    |                  |
|--------------------|------------------|
| <b>Grand Total</b> | <b>26,190.00</b> |
|--------------------|------------------|

## Summary of Payments

| Payment                           | Amount (USD)     |
|-----------------------------------|------------------|
| Taser 60 Year 1 - Initial Payment | 5,238.00         |
| Taser 60 Year 2                   | 5,238.00         |
| Taser 60 Year 3                   | 5,238.00         |
| Taser 60 Year 4                   | 5,238.00         |
| Taser 60 Year 5                   | 5,238.00         |
| <b>Grand Total</b>                | <b>26,190.00</b> |

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

PO# (Or write  
N/A): \_\_\_\_\_

Please sign and email to Thomas Hair at [thair@axon.com](mailto:thair@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S. © 2013 Axon Enterprise, Inc. All rights reserved.

| ***Axon Internal Use Only*** |          |                 |
|------------------------------|----------|-----------------|
|                              |          | SFDC Contract#: |
|                              |          | Order Type:     |
|                              |          | RMA #:          |
|                              |          | Address Used:   |
|                              |          | SO #:           |
| Review 1                     | Review 2 |                 |
| Comments:                    |          |                 |

Q-235130-43808.579TH



1299 E Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

## SERVICE AGREEMENT

Contract Number: USC000003535  
Contract Modifier: R02-SEP-19 11:53:48

|                                         |
|-----------------------------------------|
| Customer Name: Fillmore County Sheriff  |
| Attn:                                   |
| Billing Address: 901 Houston St         |
| City, State, Zip: Preston, MN 55965     |
| Customer Contact: Sheriff John DeGeorge |
| Phone: 507-765-3874                     |

P.O.# N/A  
Customer # : 1036525816  
Bill to Tag # : 0001  
Contract Start Date: 01-Jan-2020  
Contract End Date: 31-Dec-2020  
Payment Cycle: ANNUALLY

| MODEL/OPTION | SERVICES DESCRIPTION                                                                                                                                                                                                                                                                                                                                                       |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LSV01S01107A | *****Recurring Services*****<br><b>ESSENTIAL PLUS PACKAGE:</b><br><u>Included Services:</u><br>-NETWORK HARDWARE REPAIR W/ ADV REPLACEMENT<br>-DISPATCH<br>-ONSITE SUPPORT<br>-PREVENTIVE MAINTENANCE<br>-TECHNICAL SUPPORT***<br>-SECURITY UPDATE SERVICE***<br><u>Covered Systems/Products:</u><br>-Dispatch System ID SZ740F3D73<br>-MCC7500 Operator Position - Qty: 3 |

|                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SPECIAL INSTRUCTIONS</b>                                                                                                                                                                                                                                                                                                                                                                                    |
| ***Customer is part of the ARMER System. Special taxation terms apply. Customer receives Technical Support, SUA, and SUS under the terms and conditions of Minnesota State Support Contract, D.O.A. Contract No. 104183 (formerly Contract No. 16494), Release No. S-914(5) (R12# USC000007373).                                                                                                               |
| The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration a one-time administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the Customer upon reestablishment of the expired service contract. |
| Price with fee: \$9,521.52                                                                                                                                                                                                                                                                                                                                                                                     |

|                    | EXT PRICE          |
|--------------------|--------------------|
| Sub Total          | \$ 9,068.16        |
| Taxes              | \$ -               |
| <b>Grand Total</b> | <b>\$ 9,068.16</b> |

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING  
JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

| Subcontractor(s)                   | City       | State |
|------------------------------------|------------|-------|
| MSI SYSTEM SUPPORT CTR             | SCHAUMBURG | IL    |
| MSI INFRASTRUCURE DEPOT OPERATIONS | ELGIN      | IL    |
| ANCOM TECHNICAL CENTER             | BURNSVILLE | MN    |

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



## SERVICE AGREEMENT

1299 E Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

---

|                               |       |      |
|-------------------------------|-------|------|
| AUTHORIZED CUSTOMER SIGNATURE | TITLE | DATE |
|-------------------------------|-------|------|

---

CUSTOMER (PRINT NAME)

---

|                                     |       |      |
|-------------------------------------|-------|------|
| MOTOROLA REPRESENTATIVE (SIGNATURE) | TITLE | DATE |
|-------------------------------------|-------|------|

---

|                |              |  |
|----------------|--------------|--|
| CHARLES BENSON | 615-342-9578 |  |
|----------------|--------------|--|

---

|                                      |       |  |
|--------------------------------------|-------|--|
| MOTOROLA REPRESENTATIVE (PRINT NAME) | PHONE |  |
|--------------------------------------|-------|--|

Company Name: Fillmore County Sheriff  
Contract Number: USC000003535  
Contract Modifier: R02-SEP-19 11:53:48  
Contract Start Date: 01-Jan-2020  
Contract End Date: 31-Dec-2020

*Please email signed Service Agreement to:*  
***charles.benson@motorolasolutions.com***

## **Service Terms and Conditions**

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1. APPLICABILITY**

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

## **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index ([https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex\\_midwest.htm](https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm)), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

## **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in

addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.



## **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

## **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.



# SERVICE CONTRACT INVENTORY

Date: **August 7, 2019**  
 Name **Fillmore County Sheriff's Office**  
 Addr **901 Houston Street,**  
 City: **Preston**  
 State: **MN** Zip: **55965**  
 Phon **507-765-3874**

PO #:  
 Customer Contact: **John DeGeorge,**  
 Contract Start Date: **January 1, 2020**  
 Expiration Date: **December 31, 2020**  
 Automatic Renewal: ☒ Yes  
☐ No

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| QTY                                                                                                                                                                                                                                                                                  | MODEL NUMBER<br>SERIAL NUMBER<br>DESCRIPTION      | PLACE OF SERVICE                                            |                      |                     | ANNUAL SVC AMOUNT  |                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------------------------|----------------------|---------------------|--------------------|----------------------|
|                                                                                                                                                                                                                                                                                      |                                                   | CUSTOMER<br>LOCATION                                        | SVC CTER<br>DRIVE-IN | SVC CTER<br>MAIL-IN | PER UNIT PER MONTH | EXTENDED<br>ANNUALLY |
| 1                                                                                                                                                                                                                                                                                    | Cambium Networks PTP 800/MUX (PSAP to Tower)      | XX                                                          |                      |                     | \$ 100.00          | \$ 1,200.00          |
| 1                                                                                                                                                                                                                                                                                    | Cambium Networks PTP 800/MUX (Tower to State)     | XX                                                          |                      |                     | \$ 100.00          | \$ 1,200.00          |
| 1                                                                                                                                                                                                                                                                                    | Cambium Networks PTP 100/Link VHF (PSAP to Tower) | XX                                                          |                      |                     | \$ 100.00          | \$ 1,200.00          |
| 1                                                                                                                                                                                                                                                                                    | MTR3000 Canton Reprtr                             | XX                                                          |                      |                     | \$ 28.00           | \$ 336.00            |
| 1                                                                                                                                                                                                                                                                                    | MTR3000 Rushford Reprtr                           | XX                                                          |                      |                     | \$ 28.00           | \$ 336.00            |
| 1                                                                                                                                                                                                                                                                                    | MTR3000 Wykoff Reprtr                             | XX                                                          |                      |                     | \$ 28.00           | \$ 336.00            |
| 1                                                                                                                                                                                                                                                                                    | MTR2000 State Wide and PTP                        | XX                                                          |                      |                     | \$ 28.00           | \$ 336.00            |
| 1                                                                                                                                                                                                                                                                                    | MTR3000 Chafield Control Base                     | XX                                                          |                      |                     | \$ 28.00           | \$ 336.00            |
| 1                                                                                                                                                                                                                                                                                    | MTR3000 Preston Fire Base                         | XX                                                          |                      |                     | \$ 28.00           | \$ 336.00            |
| 1                                                                                                                                                                                                                                                                                    | MTR3000 Rushford Control Base                     | XX                                                          |                      |                     | \$ 28.00           | \$ 336.00            |
| 1                                                                                                                                                                                                                                                                                    | MTR3000 Spring Valley Control Base                | XX                                                          |                      |                     | \$ 28.00           | \$ 336.00            |
| 1                                                                                                                                                                                                                                                                                    | MTR3000 Wykoff Control Base                       | XX                                                          |                      |                     | \$ 28.00           | \$ 336.00            |
| 1                                                                                                                                                                                                                                                                                    | CDM750 Canton Control Base                        | XX                                                          |                      |                     | \$ 10.00           | \$ 120.00            |
| 1                                                                                                                                                                                                                                                                                    | CDM750 Lanesboro Control Base                     | XX                                                          |                      |                     | \$ 10.00           | \$ 120.00            |
| 4                                                                                                                                                                                                                                                                                    | XTL5000 Consolette ARMER                          | XX                                                          |                      |                     | \$ 35.00           | \$ 1,680.00          |
| 1                                                                                                                                                                                                                                                                                    | XTL5000 Mobile ARMER                              | XX                                                          |                      |                     | \$ 5.50            | \$ 66.00             |
| 22                                                                                                                                                                                                                                                                                   | XTL2500 Mobile ARMER                              | XX                                                          |                      |                     | \$ 4.50            | \$ 1,188.00          |
| 25                                                                                                                                                                                                                                                                                   | XTS2500 Portable ARMER                            | XX                                                          |                      |                     | \$ 4.50            | \$ 1,350.00          |
| 22                                                                                                                                                                                                                                                                                   | OptimizeXTL2500 Mobile (2019)                     | XX                                                          |                      |                     | \$ 25.00           | \$ 550.00            |
| 25                                                                                                                                                                                                                                                                                   | OptimizeXTL2500 Portable (2019)                   | XX                                                          |                      |                     | \$ 25.00           | \$ 625.00            |
| 1                                                                                                                                                                                                                                                                                    | Optimize XTL5000 Mobile (2019)                    | XX                                                          |                      |                     |                    | \$ 25.00             |
| SUB TOTAL PAGE 1                                                                                                                                                                                                                                                                     |                                                   |                                                             |                      |                     |                    | \$ 12,348.00         |
| PAYMENT CYCLE: <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly<br>TAX EXEMPT: <input checked="" type="checkbox"/> Yes, Attach exempt certificate <input type="checkbox"/> No |                                                   | THIS AMOUNT IS SUBJECT TO STATE AND LOCAL TAX JURISDICTIONS |                      |                     | SUB TOTAL          |                      |
|                                                                                                                                                                                                                                                                                      |                                                   |                                                             |                      |                     | TAX                |                      |
|                                                                                                                                                                                                                                                                                      |                                                   |                                                             |                      |                     | TOTAL              |                      |



# SERVICE CONTRACT INVENTORY

Date: **August 8, 2019**  
 Name: **Fillmore County Sheriff's Office**  
 Address: **901 Houston Street**  
 City: **Preston**  
 State: **MN** Zip: **55965**  
 Phone: **507-765-3874**

PO #: \_\_\_\_\_  
 Customer Contact: **John DeGeorge**  
 Contract Start Date: **January 1, 2020**  
 Expiration Date: **December 31, 2020**  
 Automatic Renewal: ☒ Yes  
☐ No

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| QTY                                                                                                                                                                                                                                                                                              | MODEL NUMBER<br>SERIAL NUMBER<br>DESCRIPTION                      | PLACE OF SERVICE                                            |                      |                     | ANNUAL SVC AMOUNT  |                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------|----------------------|---------------------|--------------------|-------------------|
|                                                                                                                                                                                                                                                                                                  |                                                                   | CUSTOMER<br>LOCATION                                        | SVC CTER<br>DRIVE-IN | SVC CTER<br>MAIL-IN | PER UNIT PER MONTH | EXTENDED ANNUALLY |
|                                                                                                                                                                                                                                                                                                  | Cambium Networks PTP 800/MUX (PSAP to Tower)                      |                                                             |                      |                     |                    |                   |
| 1                                                                                                                                                                                                                                                                                                | Extreme Networks Routers                                          | XX                                                          |                      |                     | \$ 45.00           | \$ 540.00         |
|                                                                                                                                                                                                                                                                                                  | Cambium Networks PTP 800/MUX (PSAP to Tower)                      |                                                             |                      |                     |                    |                   |
| 2                                                                                                                                                                                                                                                                                                | TC Comm Routers: Spare Included<br>(under warranty until 1-31-22) | XX                                                          |                      |                     | \$ 30.00           | \$ 720.00         |
|                                                                                                                                                                                                                                                                                                  | Dispatch:                                                         |                                                             |                      |                     |                    |                   |
| 2                                                                                                                                                                                                                                                                                                | APX Consolettes                                                   | XX                                                          |                      |                     | \$ 63.00           | \$ 1,512.00       |
| 1                                                                                                                                                                                                                                                                                                | CDM1550 Base w/Power Supply                                       | XX                                                          |                      |                     | \$ 28.00           | \$ 336.00         |
| 1                                                                                                                                                                                                                                                                                                | Zetron Model 5 Encoder                                            | XX                                                          |                      |                     | \$ 13.00           | \$ 156.00         |
| 1                                                                                                                                                                                                                                                                                                | MC2000 Remote w/Adapter                                           | XX                                                          |                      |                     | \$ 4.50            | \$ 54.00          |
|                                                                                                                                                                                                                                                                                                  | Fillmore County Tower:                                            |                                                             |                      |                     |                    |                   |
| 1                                                                                                                                                                                                                                                                                                | MTR2000 (TX 2 Statewide)                                          | XX                                                          |                      |                     | \$ 63.00           | \$ 756.00         |
| 1                                                                                                                                                                                                                                                                                                | MTR2000 (TX 3 PT to PT)                                           | XX                                                          |                      |                     | \$ 63.00           | \$ 756.00         |
| 1                                                                                                                                                                                                                                                                                                | MTR2000 RX Only for TX 2                                          | XX                                                          |                      |                     | \$ 37.80           | \$ 453.60         |
| 1                                                                                                                                                                                                                                                                                                | MTR2000 RX only for TX 3                                          |                                                             |                      |                     | \$ 37.80           | \$ 453.60         |
|                                                                                                                                                                                                                                                                                                  | SUB TOTAL PAGE 1                                                  |                                                             |                      |                     |                    | \$ 12,348.00      |
|                                                                                                                                                                                                                                                                                                  | SUB TOTAL PAGE 2                                                  |                                                             |                      |                     |                    | \$ 5,737.20       |
|                                                                                                                                                                                                                                                                                                  | GRAND SUB TOTAL                                                   |                                                             |                      |                     |                    | \$ 18,085.20      |
|                                                                                                                                                                                                                                                                                                  | Prepay Annual Consideration of 5%                                 |                                                             |                      |                     |                    | \$ (904.26)       |
|                                                                                                                                                                                                                                                                                                  | ANNUAL GRAND TOTAL                                                |                                                             |                      |                     |                    | \$ 17,180.94      |
| PAYMENT CYCLE: <input checked="" type="checkbox"/> Annually<br><input type="checkbox"/> Semi-Annually<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Monthly<br>TAX EXEMPT: <input type="checkbox"/> Yes, Attach exempt certificate<br><input checked="" type="checkbox"/> No |                                                                   | THIS AMOUNT IS SUBJECT TO STATE AND LOCAL TAX JURISDICTIONS |                      |                     | SUB TOTAL          | \$ 17,180.94      |
|                                                                                                                                                                                                                                                                                                  |                                                                   |                                                             |                      |                     | TAX                |                   |
|                                                                                                                                                                                                                                                                                                  |                                                                   |                                                             |                      |                     | TOTAL              | \$ 17,180.94      |

## Special Instructions

All listed Infrastructure equipment serviced 24 hours a day and 7 days a week including Holidays.  
 Mobiles and Portables serviced during normal business. Contract includes one annual Preventative Maintenance (PM) check on infrastructure equipment only..

|                               |                      |            |
|-------------------------------|----------------------|------------|
| AUTHORIZED CUSTOMER SIGNATURE | TITLE                | DATE       |
|                               | Business Development | 11-20-2019 |
| ANCOM COMMUNICATIONS, INC.    | TITLE                | DATE       |



COMMUNICATIONS INC  
TECHNICAL CENTER INC

1800 EAST CLIFF ROAD, SUITE 17A BURNSVILLE, MINNESOTA 55337

SALES 952-808-0033 SERVICE 952-808-7699 FAX 952-808-0034

## **RADIO SERVICE CONTRACT**

THIS AGREEMENT made and entered by and between, FILLMORE COUNTY and ANCOM Technical Center, Inc. (ATC), a Minnesota Corporation.

### **SERVICES TO BE PERFORMED**

ATC agrees to maintain the two-way radio equipment listed on the attached pages. All labor and materials required to repair this equipment, which has become defective due to normal wear and tear, will be furnished at no additional cost. Periodic inspections will be made as required to assure equipment performance levels as stated in the manufacturer's specifications. It will be the customer's responsibility to send in the portable radios to be serviced at ATC. ATC will perform first echelon services to on-site repairs for any mobiles or fixed equipment covered under this contract.

### **TIMELY AND PROFESSIONAL MANNER**

ATC agrees to provide service in both a professional and timely manner. Unless specifically noted all service work is to be performed during normal ATC business hours (8 a.m. – 5 p.m.), holidays exempt. If needed, an emergency twenty-four (24) hour, service will be available to specified radios. See the attached Service Contract Inventory page for specific details regarding hours of repair.

### **EXCLUSIONS**

This contract will not cover the following items:

- A. Maintenance or replacement of any tower, tower light or associated antenna and antenna transmission lines.
- B. Replacement of batteries or antennas.
- C. Repair of equipment which has become defective or damaged by accident, physical abuse or misuse, acts of God, or fire.
- D. Installation and/or removal of any equipment.
- E. Any radio equipment deemed unrepairable. Determination of which will be at the discretion of ATC.
- F. Phones line or any other connectivity equipment not specifically listed.

### **ADDITIONS OR DELETIONS**

This contract may be amended at any time for the purpose of adding or deleting specific items of equipment. All changes will be based upon the established rates of this contract. If customer purchases used radios, these are required to be PM checked and repaired as needed before they are placed on this contract. PM charges are \$35.00 per radio, repairs if needed at prevailing time and material rates.



## **TERM**

The initial term of this contract will be for three (3) years beginning January 1, 2020 through December 31, 2020. After the initial period, this contract will automatically renew for a period of not less than one (1) year, without notice. This contract may be terminated by either party with not less than thirty (30) days written notice of intent to terminate prior to its anniversary date. Any and all rate adjustments will be preceded by not less than thirty (30) days written notice.

## **UNSATISFACTORY WORKMANSHIP**

In the event the customer is dissatisfied with the service received within this contract period and the issue is not reconcilable, this contract may be canceled following not less than thirty (30) days written notice of intent to terminate.

## **PAYMENT**

Payment period shall be annually, in advance, or as otherwise agreed. This one Contract will be invoiced in the amount of \$17,221.20. Shipping and handling charges will be \$9.00 per shipment, via a professional package delivery services. A ten (10) pound limit will be applied to each box shipped.

## **SPECIAL CONDITIONS**

## **RADIO EQUIPMENT INVENTORY**

Equipment serial numbers will be on file at Ancom Technical Center. After the initial Preventive Maintenance Check (PM) Ancom will produce a system diagram and itemized specific equipment list.


### Customer:

FILLMORE COUNTY  
901 Houston Street NW  
Preston, MN 55965-1080  
507-765-3874

### Contractor:

ANCOM Technical Center, Inc.  
1800 East Cliff Road, Suite 17A  
Burnsville, MN 55337  
952-808-0033

By: \_\_\_\_\_  
John DeGeorge

By:  \_\_\_\_\_  
Neale H. Caflisch II

Date: \_\_\_\_\_

Date: 11-20-2019

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/17/2019      Amount of time requested (minutes):

5

Dept.: Coordinator

Prepared By: Kristina Kohn

State item(s) of business with brief analysis. If requesting multiple items, please number each item for clarity. Provide relevant material(s) for documentation. Please note on each item if documentation is needed and attached.

## Consent Agenda:

## Regular Agenda:

Documentation  
(Yes/No):

- |                                                                                                                          |     |
|--------------------------------------------------------------------------------------------------------------------------|-----|
| 1. Discussion with possible action regarding 2020 phone stipends                                                         | Yes |
| 2. Request to hire Sandy Solberg to regular status 0.5 FTE employee effective 1/1/20 as requested by the County Recorder | No  |

All requests for County Board agenda must be in the Coordinator's office **No later than noon Thursday prior to the Board date**. Items received after this time **will** not be placed on the Board agenda. All requests should be sent to: [bvickerman@co.fillmore.mn.us](mailto:bvickerman@co.fillmore.mn.us); [koman@co.fillmore.mn.us](mailto:koman@co.fillmore.mn.us); and [kruesink@co.fillmore.mn.us](mailto:kruesink@co.fillmore.mn.us)

**Electronic Device Stipends**

| Highway             | 2019        | 2020        |
|---------------------|-------------|-------------|
| Brand, Dale         | \$ 15.00    | \$ 15.00    |
| Crawford, James     | \$ 15.00    | \$ 15.00    |
| Hamann, James       | \$ 15.00    | \$ 15.00    |
| Highum, Kenneth     | \$ 15.00    | \$ 15.00    |
| Kokinos, Todd       | \$ 15.00    | \$ 15.00    |
| Hanson, Adam        | \$ 15.00    | \$ 15.00    |
| Troy Soiney         | \$ 15.00    | \$ 15.00    |
| Morken, Gary        | \$ 15.00    | \$ 15.00    |
| O'Connell, Jonathan | \$ 15.00    | \$ 15.00    |
| Polzin, Al          | \$ 15.00    | \$ 15.00    |
| Quam, Jeff          | \$ 15.00    | \$ 15.00    |
| Soland, Brian       | \$ 15.00    | \$ 15.00    |
| Sukalski, Troy      | \$ 15.00    | \$ 15.00    |
| Vogen, Michael      | \$ 15.00    | \$ 15.00    |
| Wenthold, Heath     | \$ 15.00    | \$ 15.00    |
| Woellert, Neil      | \$ 15.00    | \$ 15.00    |
|                     | \$ 240.00   | \$ 240.00   |
| Chiglo, Michael     | \$ 15.00    | \$ 15.00    |
| Dyreson, Jeffrey    | \$ 15.00    | \$ 15.00    |
|                     | \$ 30.00    | \$ 30.00    |
| Gregg, Ron          | \$ 40.00    | \$ 40.00    |
| Kohn, Brent         | \$ 40.00    | \$ 40.00    |
| Schmitt, Darrell    | \$ 40.00    | \$ 40.00    |
|                     | \$ 120.00   | \$ 120.00   |
| Highway Totals      |             |             |
| Monthly             | \$ 390.00   | \$ 390.00   |
| Highway Annual      | \$ 4,680.00 | \$ 4,680.00 |

| Auditor/Treasurer | 2019      | 2020      |
|-------------------|-----------|-----------|
| Heidi Jones       | \$ 40.00  | \$ 40.00  |
| A/T Annual        | \$ 480.00 | \$ 480.00 |

| Finance        | 2019 | 2020 |
|----------------|------|------|
| Affeldt, Lori  | \$ - | \$ - |
| Finance Annual | \$ - | \$ - |

| Social Services - CS | 2019        | 2020        |
|----------------------|-------------|-------------|
| Dornink, Kelli Jo    | \$ 15.00    | \$ 15.00    |
| Corson, Traci        | \$ 15.00    | \$ 15.00    |
| Nies, Kurt           | \$ 15.00    | \$ -        |
| Bothun, Christina    | \$ 15.00    | \$ 15.00    |
| Giese, Vicky         | \$ 15.00    | \$ 15.00    |
| Fugelstad, Elizabeth | \$ 15.00    | \$ 15.00    |
| Lanz, Nicole         | \$ 15.00    | \$ 15.00    |
| Ebner, Wendy         | \$ 40.00    | \$ 40.00    |
| Olson, Kevin         | \$ 40.00    | \$ 40.00    |
|                      | \$ 185.00   | \$ 170.00   |
| SS Annual            | \$ 2,220.00 | \$ 2,040.00 |

| Public Health - CS | 2019        | 2020        |
|--------------------|-------------|-------------|
| Erickson, Jessica  | \$ 40.00    | \$ 40.00    |
| Gatzke, Michele    | \$ 15.00    | \$ 15.00    |
| Thiss, Katherine   | \$ 15.00    | \$ -        |
| Hall, Sarah        | \$ 15.00    | \$ 15.00    |
| Loven, Julie       | \$ 15.00    | \$ 15.00    |
| Johnson, Breanna   | \$ 15.00    | \$ 15.00    |
| Serfling, Angela   | \$ 15.00    | \$ 15.00    |
| Gilbert, Sydney    | \$ 15.00    | \$ 15.00    |
| Hall, Alexis       | \$ 15.00    | \$ 15.00    |
| Draper, Erika      | \$ 15.00    | \$ 15.00    |
| Schultz, Kari      | \$ 15.00    | \$ -        |
| Lanz, Nicole       | \$ 15.00    | \$ -        |
| Melver, Paula      | \$ 15.00    | \$ 15.00    |
|                    | \$ 220.00   | \$ 175.00   |
| PH Annual          | \$ 2,640.00 | \$ 2,100.00 |

| Administrator        | 2019      | 2020      |
|----------------------|-----------|-----------|
| Vickerman, Bobbie    | \$ 40.00  | \$ 40.00  |
| Administrator Annual | \$ 480.00 | \$ 480.00 |

| TOTAL CELL PHONE COSTS |              |
|------------------------|--------------|
| 2019                   | 2020         |
| \$ 18,240.00           | \$ 13,140.00 |

| Assessor        | 2019      | 2020      |
|-----------------|-----------|-----------|
| Hoff, Brian     | \$ 15.00  | \$ 15.00  |
| Alden, Roxanne  | \$ 15.00  | \$ 15.00  |
| Enright, David  | \$ 15.00  | \$ 15.00  |
| Vikre, Ronald   | \$ 15.00  | \$ -      |
|                 | \$ 60.00  | \$ 45.00  |
| Assessor Annual | \$ 720.00 | \$ 540.00 |

| Veteran Services    | 2019      | 2020 |
|---------------------|-----------|------|
| Marquart, Jason     | \$ 15.00  | \$ - |
| Vet Services Annual | \$ 180.00 | \$ - |

| Bldg Maintenance  | 2019      | 2020      |
|-------------------|-----------|-----------|
| Tufte, Blaine     | \$ 15.00  | \$ 15.00  |
| Dale Egge         | \$ 15.00  | \$ 15.00  |
| Schultz, Terry    | \$ 40.00  | \$ 40.00  |
|                   | \$ 70.00  | \$ 70.00  |
| Bldg Maint Annual | \$ 840.00 | \$ 840.00 |

| Surveyor        | 2019      | 2020      |
|-----------------|-----------|-----------|
| Brand, Jeff     | \$ 15.00  | \$ 15.00  |
| Surveyor Annual | \$ 180.00 | \$ 180.00 |

| Solid Waste        | 2019      | 2020      |
|--------------------|-----------|-----------|
| Hatzenbihler, Drew | \$ 40.00  | \$ 40.00  |
| Solid Waste Annual | \$ 480.00 | \$ 480.00 |

| Commissioner   | 2019 | 2020 |
|----------------|------|------|
| Bakke, Duane   | \$ - | \$ - |
| Dahl, Randall  | \$ - | \$ - |
| Prestby, Marc  | \$ - | \$ - |
| Lentz, Mitch   | \$ - | \$ - |
| Peterson, Gary | \$ - | \$ - |
|                | \$ - | \$ - |
| Comm. Annual   | \$ - | \$ - |

| Zoning           | 2019 | 2020 |
|------------------|------|------|
| Adkins, Cristal  | \$ - | \$ - |
| Frauenkron, Mike | \$ - | \$ - |
| Zoning Annual    | \$ - | \$ - |

| Sheriff/Jail/EM       | 2019        | 2020      |
|-----------------------|-------------|-----------|
| <b>Sheriff</b>        |             |           |
| Betts, Jesse          | \$ 15.00    | \$ -      |
| Dornink, Daniel       | \$ 15.00    | \$ -      |
| Erickson, Leif        | \$ 15.00    | \$ -      |
| Grabau, Jesse         | \$ 40.00    | \$ -      |
| Keasling, Samantha    | \$ 15.00    | \$ -      |
| Harmening, Jason      | \$ 15.00    | \$ -      |
| Guber, Bryan          | \$ -        | \$ -      |
| Boyum, Lance          | \$ 40.00    | \$ -      |
| Hadland, Mike         | \$ -        | \$ -      |
| Miner, Brian          | \$ 15.00    | \$ -      |
| Rasmussen, Timothy    | \$ 15.00    | \$ -      |
| DeGeorge, John        | \$ 40.00    | \$ -      |
| Fuglestad, Derek      | \$ 40.00    | \$ -      |
| Bellock, Dalton       | \$ -        | \$ -      |
| Hartley, Alex         | \$ 15.00    | \$ -      |
| Brand, Logan          | \$ 15.00    | \$ -      |
| Heyer, Jordan         | \$ -        | \$ -      |
| Whitacre, Phillip     | \$ 40.00    | \$ -      |
|                       | \$ 320.00   | \$ -      |
| Sheriff Annual        | \$ 3,840.00 | \$ -      |
| <b>Jail</b>           |             |           |
| Fenske, James         | \$ 40.00    | \$ 40.00  |
| Jail Annual           | \$ 480.00   | \$ 480.00 |
| <b>Emergency Mgmt</b> |             |           |
| Kullot, Donald        | \$ 15.00    | \$ -      |
| EM Annual             | \$ 180.00   | \$ -      |

| Attorney         | 2019      | 2020      |
|------------------|-----------|-----------|
| Hammell, Melissa | \$ 15.00  | \$ 15.00  |
| Stanton, Marla   | \$ 15.00  | \$ 15.00  |
| Corson, Brett    | \$ 40.00  | \$ 40.00  |
|                  | \$ 70.00  | \$ 70.00  |
| Attorney Annual  | \$ 840.00 | \$ 840.00 |

# THE LEADERSHIP GROWTH GROUP

*Leaders Helping Leaders*

Date: December 1, 2019

*Bill to:*

*For:* 2020 Leadership Growth Group Series

Bobbie Vickerman  
County Coordinator  
Fillmore County  
PO Box 466  
Preston, MN 55965

*Invoice No.:* 20808    *PO No.:*

| DESCRIPTION                         | AMOUNT          |
|-------------------------------------|-----------------|
| 2020 Leadership Growth Group Series | \$600.00        |
| <b>TOTAL</b>                        | <b>\$600.00</b> |

*Make all checks payable to:*

The Leadership Growth Group  
71 West Golden Lake Road  
Circle Pines, MN 55014

If you have any questions concerning this invoice, contact Dave Bartholomay at 612.868.7203 or [TheLeadershipGrowthGroup@gmail.com](mailto:TheLeadershipGrowthGroup@gmail.com)

THANK YOU FOR YOUR BUSINESS!

Leadership Growth Group  
71 West Golden Lake Road Circle Pines, MN 55014  
612.868.7203    [TheLeadershipGrowthGroup@gmail.com](mailto:TheLeadershipGrowthGroup@gmail.com)



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County Coordinator  
Fillmore County  
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**,RESOLUTION**  
**FILLMORE COUNTY BOARD OF COMMISSIONERS**  
**Preston, Minnesota 55965**

Date December 17, 2019 Resolution No. 2019-XXX

Motion by Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

**BE IT RESOLVED That the Fillmore County Board of Commissioners approve the following final budget for the County of Fillmore for the year 2020.**

| Description                | Revenue      | Social Services | Infra     | Road & Bridge | Sanitation | Airport     | Chatfield Abatmt | CIP 2010 Debt | Local Collab | Econ Dev | TOTALS       |
|----------------------------|--------------|-----------------|-----------|---------------|------------|-------------|------------------|---------------|--------------|----------|--------------|
| <b>Revenues</b>            |              |                 |           |               |            |             |                  |               |              |          |              |
| County portion tax levy*   | \$6,650,385  | \$1,593,717     | \$150,000 | \$2,031,782   | \$280,597  | \$39,050    | \$14,082         | \$267,705     |              | \$49,124 | \$11,076,442 |
| State portion tax levy     | \$119,773    |                 |           |               |            |             |                  |               |              |          | \$119,773    |
| Other taxes                | \$152,411    |                 |           | \$1,319,455   |            |             |                  |               |              |          | \$1,471,866  |
| Licenses and Permits       | \$69,270     |                 |           |               |            |             |                  |               |              |          | \$69,270     |
| Intergov. (MN & Fed)       | \$3,135,262  | \$2,436,272     |           | \$10,622,622  | \$72,554   | \$1,328,553 |                  |               | \$87,510     |          | \$17,784,198 |
| Charges for services       | \$1,269,903  | \$57,511        |           | \$57,000      | \$355,000  | \$41,600    |                  |               |              |          | \$1,781,014  |
| Fines and Forfeits         | \$13,000     |                 |           |               |            |             |                  |               |              |          | \$13,000     |
| Interest on investments    | \$25,000     |                 |           | \$8,000       |            |             |                  |               |              |          | \$33,000     |
| Miscellaneous              | \$121,740    | \$328,063       |           | \$47,000      | \$19,414   | \$5,800     |                  |               | \$1,950      |          | \$523,967    |
| Total Revenues             | \$11,676,517 | \$4,415,563     | \$150,000 | \$14,085,859  | \$727,565  | \$1,415,003 | \$14,082         | \$267,705     | \$89,460     | \$49,124 | \$32,872,530 |
|                            |              |                 |           |               |            |             |                  |               |              |          |              |
| <b>Expenditures</b>        |              |                 |           |               |            |             |                  |               |              |          |              |
| General Government         | \$4,870,718  |                 | \$150,000 |               |            |             |                  |               |              | \$49,124 | \$5,069,842  |
| Public Safety              | \$4,303,582  |                 |           |               |            |             |                  |               |              |          | \$4,303,582  |
| Hwy, Airport & Sanitation  |              |                 |           | \$14,085,859  | \$727,565  | \$1,415,003 |                  |               |              |          | \$16,228,427 |
| Social Services            |              | 4,415,563       |           |               |            |             |                  |               | \$89,460     |          | \$4,505,023  |
| Health *                   | \$1,659,316  |                 |           |               |            |             |                  |               |              |          | \$1,659,316  |
| Culture & Recreation       | \$286,859    |                 |           |               |            |             |                  |               |              |          | \$286,859    |
| Conserv. Natural Resources | \$537,694    |                 |           |               |            |             |                  |               |              |          | \$537,694    |
| Gen Oblig Debt Service     |              |                 |           |               |            |             |                  | \$267,705     |              |          | \$267,705    |
| Chatfield Abatement        |              |                 |           |               |            |             | \$14,082         |               |              |          | \$14,082     |
| Total Expenditures         | \$11,658,169 | \$4,415,563     | \$150,000 | \$14,085,859  | \$727,565  | \$1,415,003 | \$14,082         | \$267,705     | \$89,460     | \$49,124 | \$32,872,530 |

\*County portion of tax levy does not include Disparity Aid of \$119,773

**VOTING AYE**

Commissioners Bakke ☐ Prestby ☐ Dahl ☐ Lentz ☐ Hindt ☐

**VOTING NAY**

Commissioners Bakke ☐ Prestby ☐ Dahl ☐ Lentz ☐ Hindt ☐

STATE OF MINNESOTA  
COUNTY OF FILLMORE

I, Bobbie Vickerman, Clerk of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the 17<sup>th</sup> day of December, 2019.

Witness my hand and official seal at Preston, Minnesota the 17<sup>th</sup> day of December, 2019.

SEAL

Bobbie Vickerman, Administrator/Clerk  
Fillmore County Board of Commissioners

**RESOLUTION**

**FILLMORE COUNTY BOARD OF COMMISSIONERS  
Preston, Minnesota 55965**

Date December 17, 2019 Resolution No. 2019-XXX

Motion by Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

**BE IT RESOLVED:** That the Fillmore County Board of Commissioners hereby levy upon the taxable property of the County of Fillmore, State of Minnesota, for the year 2019, payable 2020 for the following purposes to wit:

|                                |                 |
|--------------------------------|-----------------|
| General Revenue Fund           | \$6,530,849     |
| Library (Revenue Fund)         | \$239,309       |
| Human Services Fund            | \$1,593,717     |
| Infrastructure Fund            | \$150,000       |
| Road and Bridge Fund           | \$2,031,782     |
| Sanitation Fund                | \$280,597       |
| Airport Fund                   | \$39,050        |
| Chatfield Abatement            | \$14,082        |
| 2010 GO CIP Debt               | \$267,705       |
| Economic Development Authority | <u>\$49,124</u> |
| TOTAL 2019 Levy                | \$11,196,215    |

(Totals include Disparity Aid of \$119,773)

**VOTING AYE**

Commissioners      Bakke ☐      Prestby ☐      Dahl ☐      Lentz ☐      Hindt ☐

**VOTING NAY**

Commissioners      Bakke ☐      Prestby ☐      Dahl ☐      Lentz ☐      Hindt ☐

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SEAL

Bobbie Vickerman, Administrator/Clerk  
Fillmore County Board of Commissioners