

**FILLMORE COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
December 22, 2020**

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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**The Fillmore County Board continues to have in-person/virtual meetings so the public can participate by phone if they choose. To participate by phone: Dial Toll Free 1-844-621-3956 or US Toll 1-415-655-0001 and then enter the Access Code: 146 860 2477**

9:00 a.m.     Pledge of Allegiance

                Approve agenda

                Approve Consent Agenda:

                1. December 8, 2020 County Board minutes

                Approve Commissioners' Warrants

                Review Finance Warrants

9:05 a.m.     Jessica Erickson, Public Health

                1. COVID-19 update

9:15 a.m.     Ron Gregg, Highway

                1. Consider the purchase of two tandem trucks with snow plow equipment

9:30 a.m.     Citizens Input

9:35 a.m.     Cristal Adkins, Zoning

                1. Consider resolution for a Conditional Use Permit application for a used car lot by Caleb Benson, Newburg Township

                2. resolution for Conditional Use Permit application for a Cemetery by Dominic Crawford and Caleb Short, Fountain Township

                3. Consider resolution for a Conditional Use Permit application for a Cemetery by John & Arlene Gingerich, Spring Valley Township

9:40 a.m.     John DeGeorge, Sheriff

                1. Elected Officials Salary Request

9:50 a.m.     Kevin Olson, Social Services

                1. Consider 2021 Purchase of Service Order with Families Service Rochester

                2. Consider 2021 Purchase of Service Agreement with Hiawatha Valley Mental Health

                3. Consider 2021 Purchase of Service Agreements with Zumbro Valley Health Center

                4. Consider 2021 Purchase of Service Agreement with Work Force Development Inc.

# FILLMORE COUNTY BOARD OF COMMISSIONERS

December 22, 2020 Meeting Agenda

Page 2

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10:15 a.m. Lori Affeldt, Finance Director

1. Discussion with possible action regarding fund balance transfer from General to Social Services Fund
2. Discussion with possible action for review and approval of restricted cash balances
3. Discussion with possible action regarding closing checking accounts and operating special accounts through General Fund
4. Discussion with possible action regarding main checking bank review
5. Discussion with possible action regarding a Procurement Policy
6. Discussion with possible action regarding an Investment Policy
7. Consider request to authorize paying normal and regular bills through the end of the year

10:30 a.m. Kristina Kohn, Human Resources

1. Request to promote Erika Draper, RN, to the position of PHN effective 12/25/2020

10:35 a.m. Bobbie Hillery, Administrator

1. Discussion with possible action regarding Parcel 04.0218.000 taxes
2. Discussion with possible action regarding Parcel 210.054.000 taxes
3. Consider resolution for 2021 Fillmore County Levy
4. Consider resolution for 2021 Fillmore County Budget
5. Update regarding COVID-19
  - ✓ Second round of business grants
6. Update from Jail Assessment Committee
7. Discussion with possible action of appointing temporary Auditor/Treasurer
8. Consider approval of resolution for all banking and investment accounts
9. Recognition of Char Meiners for serving Fillmore County through end of the year
10. Discussion with possible action regarding renewal of CEDA contract

Calendar review, Committee Reports and Announcements

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

|                         |           |                                          |                |
|-------------------------|-----------|------------------------------------------|----------------|
| Tuesday, December 22    | 7:30 am   | Highway Committee, Preston               | Prestby, Bakke |
|                         | 9:00 am   | County Board, special meeting, Boardroom | All            |
| Thursday, December 24   | 12:00 pm  | County Offices CLOSED                    |                |
| Friday, December 25     | All Day   | County Offices CLOSED                    |                |
| Monday, December 28     | 6:00 pm   | Zumbro Valley Health Center, Rochester   | Lentz          |
| Friday, January 1, 2021 | All Day   | County Offices CLOSED                    |                |
| Tuesday, January 5      | 9:00 a.m. | County Board, Annual Meeting, Boardroom  | All            |

## **COMMITTEE OPENINGS:**

|                                               |                              |
|-----------------------------------------------|------------------------------|
| Community Corrections Task Force – District 2 | meets quarterly at noon      |
| Community Corrections Task Force – District 1 |                              |
| Community Corrections Task Force – At Large   |                              |
| Extension – At-large                          | meets quarterly at 7:00 p.m. |
| Extension – District 2 (open in 2021)         |                              |
| Extension – District 5 (open in 2021)         |                              |

This is a preliminary draft of the December 8, 2020, 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 8<sup>th</sup> day of December, 2020, at 9:00 a.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present by WebEx: Commissioners Marc Prestby, Larry Hindt, Randy Dahl, Mitch Lentz and Duane Bakke. Also present were: Bobbie Hillery, Administrator/Clerk; Lori Affeldt, Finance Director; Mark Lennox, Timberwolf Wind Developer; Cristal Adkins, Zoning; Brett Corson, County Attorney; Dave Kiehne, County Recorder; Ron Gregg, Highway; Jessica Erickson; Public Health; Kristina Kohn, Human Resources; Chris Hahn, EDA; Kristi Ruesink, Office Support Specialist, Sr.; Karen Reisner, Fillmore County Journal; Gretchen Mensink-Lovejoy, Bonita Underbakke.

The Pledge of Allegiance was recited.

On motion by Lentz and seconded by Hindt, the Board unanimously approved the agenda.

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

1. December 1, 2020 County Board minutes
2. December 1, 2020 Truth in Taxation Public Hearing minutes

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

Due to a staff shortage because of COVID-19, the Finance Department Warrants will be reviewed at the next Board meeting.

Mark Lennox, Timberwolf Wind Developer presented an update regarding NextEra Energy Timberwolf Wind Project.

Cristal Adkins, Zoning Administrator was present.

On motion by Dahl and seconded by Lentz, the Board unanimously approved the Septic Treatment Systems grant agreement with the Board of Water and Soil Resources for 2021.

The Citizens input portion of the meeting was open and closed at 9:30 a.m.

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 \$122,000 for his 2021 salary in comparison to his 2020 salary of \$117,750, which is approximately 3.6%.

An elected official conference was conducted with Dave Kiehne, County Recorder. He provided a summary of his experience and responsibilities. County Recorder Kiehne is requesting \$80,600 for his 2021 salary in comparison to his 2020 salary of \$73,750, which is approximately 9.3%.

Ron Gregg, Highway Engineer was present.

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

**RESOLUTION 2020-072:** Transportation Alternative federal funding.

Commissioner Lentz left the meeting due to a prior appointment.

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

**RESOLUTION 2020-073:** Local Road Improvement Grant.

Jessica Erickson, Director of Nursing was present.

On motion by Dahl and seconded by Hindt, the Board unanimously approved the purchase of Newborn Oximeter and accessories for a total amount of \$956.53.

Erickson presented the Governor's Proclamation for County, City, Tribal, and State Health & Human Service Worker Day.

On motion by Bakke and seconded by Hindt, the Board unanimously approved a County Proclamation for County, City, Tribal, and State Health & Human Service Worker Day.

Kristina Kohn, Human Resources was present

On motion by Dahl and seconded by Bakke, the Board unanimously approved the request for retirement for Randy Brevig, Transfer Station Attendant, effective 4/2/2021. The Board thanked Randy for his more than 8 years of service.

On motion by Dahl and seconded by Hindt, the Board unanimously approved the request for early retirement for Brian Hoff, Property Appraiser, effective 3/1/2021, thanking him for 12 years of service.

County Administrator, Bobbie Hillery was present.

Discussion was had regarding the 2021 Fillmore County Levy and the 2021 Fillmore County Budget, it was consensus of the Board members present to bring both resolutions back to the December 22<sup>nd</sup> Board meeting so all board members could be present for final approval.

Hillery updated the Board regarding the final purchases for CARES funding, as well as an update of COVID-19 cases throughout the County and within the County offices.

The Commissioners gave a review of the AMC Annual Conference Sessions.

On motion by Hindt and seconded by Dahl, the Board chair adjourned the meeting at 10:26 a.m.



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12/17/20

3:14PM

1 County Revenue Fund

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

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Page 2

| Vendor | Name                                    | Rpt  | Amount   | Warrant Description            | Invoice #       | Account/Formula Descripti     | 1099 |
|--------|-----------------------------------------|------|----------|--------------------------------|-----------------|-------------------------------|------|
| No.    | Account/Formula                         | Accr |          | Service Dates                  | Paid On Bhf #   | On Behalf of Name             |      |
| 3      | DEPT                                    |      |          | Board Of Commissioners         |                 |                               |      |
| 5887   | Dahl/Randy                              |      |          |                                |                 |                               |      |
|        | 01-003-000-0000-6335                    |      | 61.53    | October 2020 Mileage           |                 | Employee Automobile Allowance | N    |
|        |                                         |      |          | 10/06/2020 10/27/2020          |                 |                               |      |
|        | 01-003-000-0000-6335                    |      | 61.53    | November 2020 Mileage          |                 | Employee Automobile Allowance | N    |
|        |                                         |      |          | 11/03/2020 11/24/2020          |                 |                               |      |
| 5887   | Dahl/Randy                              |      | 123.06   | 2 Transactions                 |                 |                               |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      |          |                                |                 |                               |      |
|        | 01-003-000-0000-6233                    |      | 68.94    | A/T Change to Appointed x 3    | 116100          | Publications                  | N    |
|        |                                         |      |          | 11/16/2020 11/30/2020          |                 |                               |      |
|        | 01-003-000-0000-6233                    |      | 126.39   | Board Mtg Minutes - 11/10/2020 | 116106          | Publications                  | N    |
|        |                                         |      |          | 11/30/2020 11/30/2020          |                 |                               |      |
|        | 01-003-000-0000-6233                    |      | 275.76   | Board Mtg Minutes - 11/24/2020 | 116215          | Publications                  | N    |
|        |                                         |      |          | 12/07/2020 12/07/2020          |                 |                               |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      | 471.09   | 3 Transactions                 |                 |                               |      |
| 6732   | Hindt/Lawrence E                        |      |          |                                |                 |                               |      |
|        | 01-003-000-0000-6335                    |      | 38.88    | October 2020 Mileage           |                 | Employee Automobile Allowance | N    |
|        |                                         |      |          | 10/06/2020 10/27/2020          |                 |                               |      |
| 6732   | Hindt/Lawrence E                        |      | 38.88    | 1 Transactions                 |                 |                               |      |
| 3      | DEPT Total:                             |      | 633.03   | Board Of Commissioners         | 3 Vendors       | 6 Transactions                |      |
| 11     | DEPT                                    |      |          | District Court                 |                 |                               |      |
| 6529   | Larson Vagts Law                        |      |          |                                |                 |                               |      |
|        | 01-011-000-0000-6261                    |      | 180.00   | Court Appt Attorney - CHIPS    | 23- JV- 20- 444 | Court Appointed Attorneys     | Y    |
|        |                                         |      |          | 10/14/2020 12/04/2020          |                 |                               |      |
|        | 01-011-000-0000-6261                    |      | 160.00   | Court Appt Attorney            | 23- PR- 19- 575 | Court Appointed Attorneys     | Y    |
|        |                                         |      |          | 10/20/2020 12/01/2020          |                 |                               |      |
|        | 01-011-000-0000-6261                    |      | 20.00    | Court Appt Attorney            | 23- PR- 20- 442 | Court Appointed Attorneys     | Y    |
|        |                                         |      |          | 11/05/2020 11/05/2020          |                 |                               |      |
| 6529   | Larson Vagts Law                        |      | 360.00   | 3 Transactions                 |                 |                               |      |
| 4145   | Luhmann Law, LLC                        |      |          |                                |                 |                               |      |
|        | 01-011-000-0000-6261                    |      | 320.00   | Court Appt Attorney - CHIPS    | 23- JV- 19- 788 | Court Appointed Attorneys     | Y    |
|        |                                         |      |          | 07/17/2020 09/14/2020          |                 |                               |      |
|        | 01-011-000-0000-6261                    |      | 1,140.00 | Court Appt Attorney - CHIPS    | 23- JV- 20- 482 | Court Appointed Attorneys     | Y    |
|        |                                         |      |          | 09/17/2020 11/20/2020          |                 |                               |      |

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12/17/20 3:14PM  
1 County Revenue Fund

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 3

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|--------|--------------------------------------|------|-----------|--------------------------------|----------------|---------------------------|------|
| No.    | Account/Formula                      | Accr |           | Service Dates                  | Paid On Bhf #  | On Behalf of Name         |      |
| 4145   | Luhmann Law, LLC                     |      | 1,460.00  |                                | 2 Transactions |                           |      |
| 11     | DEPT Total:                          |      | 1,820.00  | District Court                 | 2 Vendors      | 5 Transactions            |      |
| 14     | DEPT                                 |      |           | Law Library                    |                |                           |      |
| 437    | Thomson Reuters- West Payment Center |      |           |                                |                |                           |      |
|        | 01- 014- 000- 0000- 6451             |      | 376.47    | West Info - November 2020      | 843433883      | Reference Materials       | N    |
|        |                                      |      |           | 11/01/2020 11/30/2020          |                |                           |      |
| 437    | Thomson Reuters- West Payment Center |      | 376.47    |                                | 1 Transactions |                           |      |
| 14     | DEPT Total:                          |      | 376.47    | Law Library                    | 1 Vendors      | 1 Transactions            |      |
| 45     | DEPT                                 |      |           | Accounting Services            |                |                           |      |
| 6648   | Clifton Larson Allen LLP             |      |           |                                |                |                           |      |
|        | 01- 045- 000- 0000- 6285             |      | 7,000.00  | Audit Services                 | 2646903        | Professional Fees         | Y    |
|        |                                      |      |           | 10/26/2020 10/26/2020          |                |                           |      |
| 6648   | Clifton Larson Allen LLP             |      | 7,000.00  |                                | 1 Transactions |                           |      |
| 45     | DEPT Total:                          |      | 7,000.00  | Accounting Services            | 1 Vendors      | 1 Transactions            |      |
| 60     | DEPT                                 |      |           | Information Systems            |                |                           |      |
| 5874   | Jaguar Communications, Inc.          |      |           |                                |                |                           |      |
|        | 01- 060- 000- 0000- 6285             |      | 305.80    | November 2020 Locates          | 172401         | Professional Fees         | N    |
|        |                                      |      |           | 11/01/2020 11/30/2020          |                |                           |      |
| 5874   | Jaguar Communications, Inc.          |      | 305.80    |                                | 1 Transactions |                           |      |
|        |                                      |      |           |                                |                |                           |      |
| 2545   | Marco,Inc                            |      |           |                                |                |                           |      |
|        | 01- 060- 000- 0000- 6285             |      | 19,000.00 | Marco Contract                 | INV8218190     | Professional Fees         | N    |
|        |                                      |      |           | 12/02/2020 12/02/2020          |                |                           |      |
| 2545   | Marco,Inc                            |      | 19,000.00 |                                | 1 Transactions |                           |      |
| 60     | DEPT Total:                          |      | 19,305.80 | Information Systems            | 2 Vendors      | 2 Transactions            |      |
| 61     | DEPT                                 |      |           | Data Processing                |                |                           |      |
| 3288   | MCCC, MI 33                          |      |           |                                |                |                           |      |
|        | 01- 061- 000- 0000- 6371             |      | 1,416.16  | 2020- 2021 Marshall Swift CAMA | 2009186        | Cama                      | N    |
|        |                                      |      |           | 09/30/2020 09/30/2021          |                |                           |      |
|        | 01- 061- 000- 0000- 6362             |      | 8,360.00  | 4th Qtr Property Tax Support   | 2010020        | Property Tax Support      | N    |

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12/17/20 3:14PM  
1 County Revenue Fund

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



Audit List for Board COMMISSIONER'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          |
| 01- 061- 000- 0000- 6362                   |      | 412.50              | 10/01/2020 12/31/2020<br>4th Qtr Avenu Tax Beta Testing | 2010020                   | Property Tax Support N     |
| 01- 061- 000- 0000- 6371                   |      | 600.00              | 10/01/2020 12/31/2020<br>4th Qtr Avenu Tax Enhancement  | 2010020                   | Cama N                     |
| 01- 061- 000- 0000- 6371                   |      | 3,090.00            | 10/01/2020 12/31/2020<br>4th Qtr CAMA Maint & Support   | 2010020                   | Cama N                     |
| 01- 061- 000- 0000- 6639                   |      | 383.25              | 10/01/2020 12/31/2020<br>4th Qtr Asset Software Support | 2010020                   | Asset Inventory N          |
| 3288 MCCC, MI 33                           |      | 14,261.91           | 10/01/2020 12/31/2020<br>6 Transactions                 |                           |                            |
| 61 DEPT Total:                             |      | 14,261.91           | Data Processing                                         | 1 Vendors                 | 6 Transactions             |
| 62 DEPT                                    |      |                     | Elections                                               |                           |                            |
| 9015 Election Systems & Software, LLC      |      |                     |                                                         |                           |                            |
| 01- 062- 000- 0000- 6461                   |      | 9,760.29            | 11/03/2020 Election                                     | 1172838                   | Ballots N                  |
|                                            |      |                     | 11/23/2020 11/23/2020                                   |                           |                            |
| 9015 Election Systems & Software, LLC      |      | 9,760.29            | 1 Transactions                                          |                           |                            |
| 111 Fillmore Co Treasurer- Credit Card/ACH |      |                     |                                                         |                           |                            |
| 01- 062- 000- 0000- 6462                   |      | 47.85-              | Refund/Return from Amazon                               |                           | Other Election Supplies N  |
|                                            |      |                     | 11/04/2020 11/04/2020                                   |                           |                            |
| 01- 062- 000- 0000- 6640                   |      | 118.10              | Elections Expense/Supplies                              |                           | Equipment Purchased N      |
|                                            |      |                     | 11/03/2020 11/03/2020                                   |                           |                            |
| 111 Fillmore Co Treasurer- Credit Card/ACH |      | 70.25               | 2 Transactions                                          |                           |                            |
| 62 DEPT Total:                             |      | 9,830.54            | Elections                                               | 2 Vendors                 | 3 Transactions             |
| 91 DEPT                                    |      |                     | County Attorney                                         |                           |                            |
| 7115 BUFFALO COUNTY SHERIFF'S OFFICE       |      |                     |                                                         |                           |                            |
| 01- 091- 000- 0000- 6377                   |      | 75.00               | Zach Vreeland - Service Fee                             | 23 FA 20- 628             | Fees And Service Charges N |
|                                            |      |                     | 11/25/2020 11/25/2020                                   |                           |                            |
| 7115 BUFFALO COUNTY SHERIFF'S OFFICE       |      | 75.00               | 1 Transactions                                          |                           |                            |
| 111 Fillmore Co Treasurer- Credit Card/ACH |      |                     |                                                         |                           |                            |
| 01- 091- 000- 0000- 6377                   |      | 80.00               | Berland Motion Fee- Civil Suit                          |                           | Fees And Service Charges N |
|                                            |      |                     | 11/03/2020 11/03/2020                                   |                           |                            |

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12/17/20 3:14PM  
1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 5

| Vendor | Name                                    | Rpt  | Amount   | Warrant Description           | Invoice #      | Account/Formula Descripti       | 1099 |
|--------|-----------------------------------------|------|----------|-------------------------------|----------------|---------------------------------|------|
| No.    | Account/Formula                         | Accr |          | Service Dates                 | Paid On Bhf #  | On Behalf of Name               |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      | 80.00    |                               | 1 Transactions |                                 |      |
| 91     | DEPT Total:                             |      | 155.00   | County Attorney               | 2 Vendors      | 2 Transactions                  |      |
| 103    | DEPT                                    |      |          | Assessor                      |                |                                 |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      |          |                               |                |                                 |      |
|        | 01- 103- 000- 0000- 6241                |      | 179.74   | Homestead Notice              | 115567         | Advertising                     | N    |
|        |                                         |      |          | 11/16/2020                    | 11/16/2020     |                                 |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      | 179.74   |                               | 1 Transactions |                                 |      |
| 106    | Fillmore Co Treasurer                   |      |          |                               |                |                                 |      |
|        | 01- 103- 000- 0000- 6561                |      | 25.90    | August Assessor Fuel - RA, SK |                | Gasoline Diesel And Other Fuels | N    |
|        |                                         |      |          | 08/04/2020                    | 08/18/2020     |                                 |      |
|        | 01- 103- 000- 0000- 6561                |      | 6.96     | November Assessor Fuel - RA   |                | Gasoline Diesel And Other Fuels | N    |
|        |                                         |      |          | 11/05/2020                    | 11/05/2020     |                                 |      |
| 106    | Fillmore Co Treasurer                   |      | 32.86    |                               | 2 Transactions |                                 |      |
| 103    | DEPT Total:                             |      | 212.60   | Assessor                      | 2 Vendors      | 3 Transactions                  |      |
| 105    | DEPT                                    |      |          | Planning And Zoning           |                |                                 |      |
| 5981   | iWorQ Systems                           |      |          |                               |                |                                 |      |
|        | 01- 105- 000- 0000- 6637                |      | 2,066.67 | Software                      | 194254         | Software Expenses               | N    |
|        |                                         |      |          | 12/01/2020                    | 12/01/2020     |                                 |      |
| 5981   | iWorQ Systems                           |      | 2,066.67 |                               | 1 Transactions |                                 |      |
| 105    | DEPT Total:                             |      | 2,066.67 | Planning And Zoning           | 1 Vendors      | 1 Transactions                  |      |
| 106    | DEPT                                    |      |          | Unallocated Recording Fee     |                |                                 |      |
| 5981   | iWorQ Systems                           |      |          |                               |                |                                 |      |
|        | 01- 106- 000- 0000- 6637                |      | 2,066.67 | Software                      | 194254         | Software Expenses               | N    |
|        |                                         |      |          | 12/01/2020                    | 12/01/2020     |                                 |      |
| 5981   | iWorQ Systems                           |      | 2,066.67 |                               | 1 Transactions |                                 |      |
| 106    | DEPT Total:                             |      | 2,066.67 | Unallocated Recording Fee     | 1 Vendors      | 1 Transactions                  |      |
| 111    | DEPT                                    |      |          | Facilites Mtce                |                |                                 |      |
| 6978   | Aramark Uniform & Career Apparal Grou   |      |          |                               |                |                                 |      |
|        | 01- 111- 000- 0000- 6377                |      | 59.00    | Dust Mop Supplies             | 2801236145     | Fees And Service Charges        | N    |

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12/17/20 3:14PM  
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Audit List for Board COMMISSIONER'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                  |      |
| 6978 Aramark Uniform & Career Apparal Grou |      | 59.00  | 12/16/2020 12/16/2020<br>1 Transactions |               |                                    |      |
| 1056 BDS- Bowman's Door Solutions          |      |        |                                         |               |                                    |      |
| 01- 111- 000- 0000- 6317                   |      | 204.00 | Door Lock - Assessor's Office           | WO- 0873      | Building Maintenance               | N    |
|                                            |      |        | 11/17/2020 11/17/2020<br>1 Transactions |               |                                    |      |
| 1056 BDS- Bowman's Door Solutions          |      | 204.00 |                                         |               |                                    |      |
|                                            |      |        |                                         |               |                                    |      |
| 7113 Hanson/Donald C                       |      |        |                                         |               |                                    |      |
| 01- 111- 000- 0000- 6377                   |      | 50.00  | Boiler License Fee                      | 1DLI00596190  | Fees And Service Charges           | N    |
|                                            |      |        | 11/24/2020 11/24/2020<br>1 Transactions |               |                                    |      |
| 7113 Hanson/Donald C                       |      | 50.00  |                                         |               |                                    |      |
|                                            |      |        |                                         |               |                                    |      |
| 5988 Preston Auto Parts                    |      |        |                                         |               |                                    |      |
| 01- 111- 000- 0000- 6580                   |      | 25.98  | Batteries & Boot Scrubber               | 655435        | Other Repair And Maintenance Suppl | N    |
|                                            |      |        | 12/11/2020 12/11/2020<br>1 Transactions |               |                                    |      |
| 5988 Preston Auto Parts                    |      | 25.98  |                                         |               |                                    |      |
|                                            |      |        |                                         |               |                                    |      |
| 3448 Reliable Pest Management              |      |        |                                         |               |                                    |      |
| 01- 111- 000- 0000- 6377                   |      | 45.00  | Rodent Contril - FCOB                   | 10004         | Fees And Service Charges           | Y    |
|                                            |      |        | 11/20/2020 11/20/2020<br>1 Transactions |               |                                    |      |
| 3448 Reliable Pest Management              |      | 45.00  |                                         |               |                                    |      |
|                                            |      |        |                                         |               |                                    |      |
| 9531 Summit Fire Protection                |      |        |                                         |               |                                    |      |
| 01- 111- 000- 0000- 6377                   |      | 160.00 | Annual Sprinkler Inspect- Crths         | 1562739       | Fees And Service Charges           | N    |
|                                            |      |        | 09/24/2020 09/24/2020                   |               |                                    |      |
| 01- 111- 000- 0000- 6377                   |      | 265.00 | Annaul Sprinkler Inspect- FCOB          | 1562745       | Fees And Service Charges           | N    |
|                                            |      |        | 09/24/2020 09/24/2020<br>2 Transactions |               |                                    |      |
| 9531 Summit Fire Protection                |      | 425.00 |                                         |               |                                    |      |
|                                            |      |        |                                         |               |                                    |      |
| 5050 Tufte/Blaine                          |      |        |                                         |               |                                    |      |
| 01- 111- 000- 0000- 6335                   |      | 13.23  | November Auto Allowance                 |               | Employee Automobile Allowance      | N    |
|                                            |      |        | 11/02/2020 11/30/2020<br>1 Transactions |               |                                    |      |
| 5050 Tufte/Blaine                          |      | 13.23  |                                         |               |                                    |      |
|                                            |      |        |                                         |               |                                    |      |
| 9206 Winona Heating & Ventilating Co, Inc. |      |        |                                         |               |                                    |      |
| 01- 111- 000- 0000- 6317                   |      | 607.82 | Airhandler Filters- Crthse&FCOB         | 104635        | Building Maintenance               | N    |
|                                            |      |        | 11/19/2020 11/19/2020                   |               |                                    |      |

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12/17/20 3:14PM  
1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 7

| Vendor | Name                                   | Rpt  | Amount   | Warrant Description            | Invoice #      | Account/Formula Descripti       | 1099 |
|--------|----------------------------------------|------|----------|--------------------------------|----------------|---------------------------------|------|
| No.    | Account/Formula                        | Accr |          | Service Dates                  | Paid On Bhf #  | On Behalf of Name               |      |
| 9206   | Winona Heating & Ventilating Co, Inc.  |      | 607.82   |                                | 1 Transactions |                                 |      |
| 111    | DEPT Total:                            |      | 1,430.03 | Facilities Mtce                | 8 Vendors      | 9 Transactions                  |      |
| 125    | DEPT                                   |      |          | Veteran Services               |                |                                 |      |
| 106    | Fillmore Co Treasurer                  |      |          |                                |                |                                 |      |
|        | 01- 125- 000- 0000- 6561               |      | 55.18    | July Veterans Fuel             |                | Gasoline Diesel And Other Fuels | N    |
|        |                                        |      |          | 07/12/2020 07/29/2020          |                |                                 |      |
|        | 01- 125- 000- 0000- 6561               |      | 107.00   | November Veterans Fuel         |                | Gasoline Diesel And Other Fuels | N    |
|        |                                        |      |          | 11/03/2020 11/25/2020          |                |                                 |      |
| 106    | Fillmore Co Treasurer                  |      | 162.18   |                                | 2 Transactions |                                 |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |          |                                |                |                                 |      |
|        | 01- 125- 000- 0000- 6420               |      | 683.09   | Grant - Paper Folders          |                | State Grant Expenses            | N    |
|        |                                        |      |          | 10/22/2020 10/22/2020          |                |                                 |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 683.09   |                                | 1 Transactions |                                 |      |
| 125    | DEPT Total:                            |      | 845.27   | Veteran Services               | 2 Vendors      | 3 Transactions                  |      |
| 149    | DEPT                                   |      |          | Other General Government       |                |                                 |      |
| 4928   | 1 Source                               |      |          |                                |                |                                 |      |
|        | 01- 149- 000- 0000- 6408               |      | 196.09   | County Shared Office Supplies  | 261738- 0      | County Shared Office Supplies   | Y    |
|        |                                        |      |          | 12/10/2020 12/10/2020          |                |                                 |      |
|        | 01- 149- 000- 0000- 6408               |      | 727.28   | Custodial County Shared Supply | 261751- 0      | County Shared Office Supplies   | Y    |
|        |                                        |      |          | 12/10/2020 12/10/2020          |                |                                 |      |
|        | 01- 149- 000- 0000- 6408               |      | 169.38   | Custodial County Shared Supply | 261751- 1      | County Shared Office Supplies   | Y    |
|        |                                        |      |          | 12/11/2020 12/11/2020          |                |                                 |      |
|        | 01- 149- 000- 0000- 6408               |      | 6.32     | Custodial County Shared Supply | 261751- 2      | County Shared Office Supplies   | Y    |
|        |                                        |      |          | 12/14/2020 12/14/2020          |                |                                 |      |
|        | 01- 149- 000- 0000- 6408               |      | 65.99    | Custodial County Shared Supply | 261840- 0      | County Shared Office Supplies   | Y    |
|        |                                        |      |          | 12/14/2020 12/14/2020          |                |                                 |      |
|        | 01- 149- 000- 0000- 6408               |      | 224.96   | Supplies - Ink Cartridges      | 261919- 0      | County Shared Office Supplies   | Y    |
|        |                                        |      |          | 12/15/2020 12/15/2020          |                |                                 |      |
| 4928   | 1 Source                               |      | 1,390.02 |                                | 6 Transactions |                                 |      |
| 5826   | Culligan Water Conditioning            |      |          |                                |                |                                 |      |
|        | 01- 149- 000- 0000- 6372               |      | 43.90    | Jail Dec Drinking Water Rental |                | Wellness Grant Expenses         | N    |
|        |                                        |      |          | 12/01/2020 12/31/2020          |                |                                 |      |

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12/17/20 3:14PM  
1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 8

| Vendor | Name                                   | Rpt  | Amount   | Warrant Description          | Invoice #      | Account/Formula Description          | 1099 |
|--------|----------------------------------------|------|----------|------------------------------|----------------|--------------------------------------|------|
| No.    | Account/Formula                        | Accr |          | Service Dates                | Paid On Bhf #  | On Behalf of Name                    |      |
| 5826   | Culligan Water Conditioning            |      | 43.90    |                              | 1 Transactions |                                      |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |          |                              |                |                                      |      |
|        | 01- 149- 000- 0000- 6408               |      | 91.47    | Supplies - Folders           |                | County Shared Office Supplies        | N    |
|        |                                        |      |          | 10/29/2020                   | 10/29/2020     |                                      |      |
|        | 01- 149- 000- 0000- 6408               |      | 83.48    | Supplies                     |                | County Shared Office Supplies        | N    |
|        |                                        |      |          | 11/18/2020                   | 11/18/2020     |                                      |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 174.95   |                              | 2 Transactions |                                      |      |
| 6829   | Gallagher Benefit Services, Inc.       |      |          |                              |                |                                      |      |
|        | 01- 149- 000- 0000- 6285               |      | 1,643.21 | Dec 2020 Benefits Consulting | 217924         | Professional Fees                    | N    |
|        |                                        |      |          | 12/01/2020                   | 12/31/2020     |                                      |      |
| 6829   | Gallagher Benefit Services, Inc.       |      | 1,643.21 |                              | 1 Transactions |                                      |      |
| 149    | DEPT Total:                            |      | 3,252.08 | Other General Government     | 4 Vendors      | 10 Transactions                      |      |
| 199    | DEPT                                   |      |          | CARES ACT (COVID- 19)        |                |                                      |      |
| 2138   | Baker/Jan                              |      |          |                              |                |                                      |      |
|        | 01- 199- 000- 0000- 6886               |      | 33.64    | CARES Mileage                |                | Payroll & Benefits for PH/LE/Admin C | N    |
|        |                                        |      |          | 08/04/2020                   | 08/04/2020     |                                      |      |
| 2138   | Baker/Jan                              |      | 33.64    |                              | 1 Transactions |                                      |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |          |                              |                |                                      |      |
|        | 01- 199- 000- 0000- 5480               |      | 2,168.67 | CARES - Supplies             |                | CARES - General Funds for COVID- 1   | N    |
|        |                                        |      |          | 11/09/2020                   | 11/09/2020     |                                      |      |
|        | 01- 199- 000- 0000- 6888               |      | 104.41   | Supplies - Ind, Tableware    |                | PPE related to COVID                 | N    |
|        |                                        |      |          | 10/26/2020                   | 10/26/2020     |                                      |      |
|        | 01- 199- 000- 0000- 6888               |      | 46.72    | COVID Supplies               |                | PPE related to COVID                 | N    |
|        |                                        |      |          | 11/23/2020                   | 11/23/2020     |                                      |      |
|        | 01- 199- 000- 0000- 6888               |      | 94.15    | CARES - Hand Sanitizer       |                | PPE related to COVID                 | N    |
|        |                                        |      |          | 11/23/2020                   | 11/23/2020     |                                      |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 2,413.95 |                              | 4 Transactions |                                      |      |
| 6884   | Rodger/Aimee                           |      |          |                              |                |                                      |      |
|        | 01- 199- 000- 0000- 6886               |      | 46.00    | CARES                        |                | Payroll & Benefits for PH/LE/Admin C | N    |
|        |                                        |      |          | 11/02/2020                   | 11/30/2020     |                                      |      |
| 6884   | Rodger/Aimee                           |      | 46.00    |                              | 1 Transactions |                                      |      |
| 7320   | Sanofi Pasteur Inc                     |      |          |                              |                |                                      |      |

smensink  
12/17/20 3:14PM  
1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 9

| 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- 199- 000- 0000- 6888               |      | 347.58   | CARES Supplies                | 916030864     | PPE related to COVID                  | Y    |
|        |                                        |      |          | 11/24/2020 11/24/2020         |               |                                       |      |
|        | 01- 199- 000- 0000- 6888               |      | 520.88   | CARES Supplies                | 916057970     | PPE related to COVID                  | Y    |
|        |                                        |      |          | 12/03/2020 12/03/2020         |               |                                       |      |
| 7320   | Sanofi Pasteur Inc                     |      | 868.46   | 2 Transactions                |               |                                       |      |
| 199    | DEPT Total:                            |      | 3,362.05 | CARES ACT (COVID- 19)         | 4 Vendors     | 8 Transactions                        |      |
| 202    | DEPT                                   |      |          | Sheriff                       |               |                                       |      |
| 2492   | Chatfield Body Shop Inc                |      |          |                               |               |                                       |      |
|        | 01- 202- 000- 0000- 6310               |      | 50.50    | #2305 Squad Service           | 8180          | Contract Repairs And Maintenance      | N    |
|        |                                        |      |          | 11/23/2020 11/23/2020         |               |                                       |      |
| 2492   | Chatfield Body Shop Inc                |      | 50.50    | 1 Transactions                |               |                                       |      |
| 82133  | Fillmore Co Auditor- Treasurer         |      |          |                               |               |                                       |      |
|        | 01- 202- 000- 0000- 6561               |      | 1,550.24 | November Sheriff Fuel         |               | Gasoline Diesel And Other Fuels       | N    |
|        |                                        |      |          | 11/01/2020 11/30/2020         |               |                                       |      |
| 82133  | Fillmore Co Auditor- Treasurer         |      | 1,550.24 | 1 Transactions                |               |                                       |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |          |                               |               |                                       |      |
|        | 01- 202- 000- 0000- 6205               |      | 27.70    | Postage - Sheriff Dept        |               | Postage And Postal Box Rent           | N    |
|        |                                        |      |          | 06/19/2020 06/19/2020         |               |                                       |      |
|        | 01- 202- 000- 0000- 6205               |      | 6.85     | Postage - Sheriff Dept        |               | Postage And Postal Box Rent           | N    |
|        |                                        |      |          | 09/24/2020 09/24/2020         |               |                                       |      |
|        | 01- 202- 000- 0000- 6205               |      | 6.95     | Postage - Sheriff Dept        |               | Postage And Postal Box Rent           | N    |
|        |                                        |      |          | 02/21/2020 02/21/2020         |               |                                       |      |
|        | 01- 202- 000- 0000- 6311               |      | 3.98     | Parts - NAPA                  |               | Miscellaneous Repairs And Maintenance | N    |
|        |                                        |      |          | 02/04/2020 02/04/2020         |               |                                       |      |
|        | 01- 202- 000- 0000- 6337               |      | 651.46   | Lodging for Training - JB     |               | Other Travel Expense                  | N    |
|        |                                        |      |          | 10/03/2020 10/11/2020         |               |                                       |      |
|        | 01- 202- 000- 0000- 6337               |      | 481.90   | Travel - JB                   |               | Other Travel Expense                  | N    |
|        |                                        |      |          | 11/26/2020 12/03/2020         |               |                                       |      |
|        | 01- 202- 000- 0000- 6357               |      | 1,600.00 | Law Enforcement Training - JB |               | Peace Officer Training Expense        | N    |
|        |                                        |      |          | 08/29/2020 09/15/2020         |               |                                       |      |
|        | 01- 202- 000- 0000- 6357               |      | 375.00   | Law Enforcement Training - LB |               | Peace Officer Training Expense        | N    |
|        |                                        |      |          | 09/16/2020 09/16/2020         |               |                                       |      |
|        | 01- 202- 000- 0000- 6357               |      | 1,500.00 | Law Enforcement Training - JB |               | Peace Officer Training Expense        | N    |
|        |                                        |      |          | 09/28/2020 09/28/2020         |               |                                       |      |
|        | 01- 202- 000- 0000- 6357               |      | 162.59   | Law Enforcement Training - LB |               | Peace Officer Training Expense        | N    |



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12/17/20 3:14PM  
1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 10

| Vendor | Name                                   | Rpt  | Amount    | Warrant Description                                    | Invoice #      | Account/Formula Description      | 1099 |
|--------|----------------------------------------|------|-----------|--------------------------------------------------------|----------------|----------------------------------|------|
| No.    | Account/Formula                        | Accr |           | Service Dates                                          | Paid On Bhf #  | On Behalf of Name                |      |
|        | 01- 202- 000- 0000- 6357               |      | 1,669.72  | 12/06/2020 12/19/2020<br>Law Enforcement Training - LB |                | Peace Officer Training Expense   | N    |
|        | 01- 202- 000- 0000- 6455               |      | 690.00    | 01/31/2020 02/07/2020<br>Supplies                      |                | Law Enforcement Supplies         | N    |
|        | 01- 202- 000- 0000- 6652               |      | 1,995.57  | 01/29/2020 01/29/2020<br>Clean up Cell Phone Charges   |                | Squad Car Technology             | N    |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 9,171.72  | 04/01/2019 12/31/2019<br>13 Transactions               |                |                                  |      |
| 3500   | Severson Oil Company                   |      |           |                                                        |                |                                  |      |
|        | 01- 202- 000- 0000- 6561               |      | 215.17    | November Fuel - Sheriff                                |                | Gasoline Diesel And Other Fuels  | N    |
|        |                                        |      |           | 11/05/2020 11/26/2020                                  |                |                                  |      |
| 3500   | Severson Oil Company                   |      | 215.17    | 1 Transactions                                         |                |                                  |      |
| 2423   | Sirchie Fingerprint Lab                |      |           |                                                        |                |                                  |      |
|        | 01- 202- 000- 0000- 6455               |      | 137.42    | Evidence Bags                                          | 0471707- IN    | Law Enforcement Supplies         | N    |
|        |                                        |      |           | 12/04/2020 12/04/2020                                  |                |                                  |      |
| 2423   | Sirchie Fingerprint Lab                |      | 137.42    | 1 Transactions                                         |                |                                  |      |
| 4998   | SOUTHLAND AUTO LLC                     |      |           |                                                        |                |                                  |      |
|        | 01- 202- 000- 0000- 6310               |      | 58.54     | Squad Service #2317                                    | 4303           | Contract Repairs And Maintenance | N    |
|        |                                        |      |           | 11/18/2020 11/18/2020                                  |                |                                  |      |
| 4998   | SOUTHLAND AUTO LLC                     |      | 58.54     | 1 Transactions                                         |                |                                  |      |
| 355    | Streicher's, Inc.                      |      |           |                                                        |                |                                  |      |
|        | 01- 202- 000- 0000- 6173               |      | 54.99     | PT Deputy Uniform                                      | 1467915        | Uniform Allowance                | N    |
|        |                                        |      |           | 12/01/2020 12/01/2020                                  |                |                                  |      |
|        | 01- 202- 000- 0000- 6173               |      | 101.98    | PT Uniform - Terbeest                                  | 1470054        | Uniform Allowance                | N    |
|        |                                        |      |           | 12/10/2020 12/10/2020                                  |                |                                  |      |
| 355    | Streicher's, Inc.                      |      | 156.97    | 2 Transactions                                         |                |                                  |      |
| 6185   | WatchGuard Video                       |      |           |                                                        |                |                                  |      |
|        | 01- 202- 000- 0000- 6650               |      | 9,390.00  | Squad Video Equipment                                  | 4ELXINV0007526 | Vehicles Purchased               | N    |
|        |                                        |      |           | 11/25/2020 11/25/2020                                  |                |                                  |      |
| 6185   | WatchGuard Video                       |      | 9,390.00  | 1 Transactions                                         |                |                                  |      |
| 202    | DEPT Total:                            |      | 20,730.56 | Sheriff                                                | 8 Vendors      | 21 Transactions                  |      |
| 251    | DEPT                                   |      |           | County Jail                                            |                |                                  |      |

smensink  
12/17/20 3:14PM  
1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 11

| Vendor | Name                                    | Rpt  |        | Warrant Description       | Invoice #      | Account/Formula Descripti        | 1099 |
|--------|-----------------------------------------|------|--------|---------------------------|----------------|----------------------------------|------|
| No.    | Account/Formula                         | Accr | Amount | Service Dates             | Paid On Bhf #  | On Behalf of Name                |      |
| 6978   | Aramark Uniform & Career Appara         | Grou |        |                           |                |                                  |      |
|        | 01- 251- 000- 0000- 6377                |      | 126.99 | Jail Laundry              | 2801233668     | Fees And Service Charges         | N    |
|        |                                         |      |        | 12/09/2020                | 12/09/2020     |                                  |      |
| 6978   | Aramark Uniform & Career Appara         | Grou | 126.99 |                           | 1 Transactions |                                  |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      |        |                           |                |                                  |      |
|        | 01- 251- 000- 0000- 6241                |      | 28.80  | Jail Help Wanted Ad       | 116183         | Advertising                      | N    |
|        |                                         |      |        | 11/16/2020                | 11/16/2020     |                                  |      |
|        | 01- 251- 000- 0000- 6241                |      | 28.80  | Jail Help Wanted Ad       | 116184         | Advertising                      | N    |
|        |                                         |      |        | 11/23/2020                | 11/23/2020     |                                  |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      | 57.60  |                           | 2 Transactions |                                  |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      |        |                           |                |                                  |      |
|        | 01- 251- 000- 0000- 6205                |      | 55.65  | Shipping                  |                | Postage And Postal Box Rent      | N    |
|        |                                         |      |        | 11/22/2020                | 11/22/2020     |                                  |      |
|        | 01- 251- 000- 0000- 6337                |      | 16.00  | Transport Meal            |                | Other Travel Expense             | N    |
|        |                                         |      |        | 11/18/2020                | 11/18/2020     |                                  |      |
|        | 01- 251- 000- 0000- 6337                |      | 21.55  | Travel Expense            |                | Other Travel Expense             | N    |
|        |                                         |      |        | 08/20/2020                | 08/20/2020     |                                  |      |
|        | 01- 251- 000- 0000- 6377                |      | 20.98  | November Jail TV          |                | Fees And Service Charges         | N    |
|        |                                         |      |        | 11/08/2020                | 11/08/2020     |                                  |      |
|        | 01- 251- 000- 0000- 6377                |      | 20.98  | Jail TV - August          |                | Fees And Service Charges         | N    |
|        |                                         |      |        | 08/08/2020                | 08/08/2020     |                                  |      |
|        | 01- 251- 000- 0000- 6455                |      | 252.45 | CPR Equipment             |                | Law Enforcement Supplies         | N    |
|        |                                         |      |        | 11/10/2020                | 11/10/2020     |                                  |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      | 387.61 |                           | 6 Transactions |                                  |      |
| 4899   | HEALTHDIRECT #119                       |      |        |                           |                |                                  |      |
|        | 01- 251- 000- 0000- 6431                |      | 91.23  | Inmate Meds               | 68814          | Drugs And Medicine               | N    |
|        |                                         |      |        | 11/03/2020                | 11/19/2020     |                                  |      |
| 4899   | HEALTHDIRECT #119                       |      | 91.23  |                           | 1 Transactions |                                  |      |
| 7156   | Midwest Monitoring & Surveillance       |      |        |                           |                |                                  |      |
|        | 01- 251- 000- 0000- 6285                |      | 23.50  | November Lab Fees         | DT1120123      | Professional Fees                | N    |
|        |                                         |      |        | 11/05/2020                | 11/17/2020     |                                  |      |
| 7156   | Midwest Monitoring & Surveillance       |      | 23.50  |                           | 1 Transactions |                                  |      |
| 5988   | Preston Auto Parts                      |      |        |                           |                |                                  |      |
|        | 01- 251- 000- 0000- 6310                |      | 70.25  | Jail Maintenance Supplies | 652616,652650  | Contract Repairs And Maintenance | N    |

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12/17/20

3:14PM

1 County Revenue Fund

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

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Page 12

| Vendor | Name                                    | Rpt  | Amount   | Warrant Description                                                    | Invoice #     | Account/Formula Descripti        | 1099 |
|--------|-----------------------------------------|------|----------|------------------------------------------------------------------------|---------------|----------------------------------|------|
| No.    | Account/Formula                         | Accr |          | Service Dates                                                          | Paid On Bhf # | On Behalf of Name                |      |
| 5988   | Preston Auto Parts                      |      | 70.25    | 11/16/2020 11/16/2020<br>1 Transactions                                |               |                                  |      |
| 9531   | Summit Fire Protection                  |      |          |                                                                        |               |                                  |      |
|        | 01- 251- 000- 0000- 6310                |      | 210.00   | Annual Inspection - Sheriff<br>09/24/2020 09/24/2020<br>1 Transactions | 1562755       | Contract Repairs And Maintenance | N    |
| 9531   | Summit Fire Protection                  |      | 210.00   |                                                                        |               |                                  |      |
| 251    | DEPT Total:                             |      | 967.18   | County Jail                                                            | 7 Vendors     | 13 Transactions                  |      |
| 281    | DEPT                                    |      |          | Emergency Mgmt Services                                                |               |                                  |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      |          |                                                                        |               |                                  |      |
|        | 01- 281- 000- 0000- 6203                |      | 210.06   | Clean up Cell Phone Charges<br>04/01/2019 12/31/2019<br>1 Transactions |               | Telephone                        | N    |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      | 210.06   |                                                                        |               |                                  |      |
| 281    | DEPT Total:                             |      | 210.06   | Emergency Mgmt Services                                                | 1 Vendors     | 1 Transactions                   |      |
| 441    | DEPT                                    |      |          | Public Health                                                          |               |                                  |      |
| 2138   | Baker/Jan                               |      |          |                                                                        |               |                                  |      |
|        | 01- 441- 000- 0000- 6420                |      | 34.50    | IVP Mileage October 2020<br>10/07/2020 10/16/2020<br>1 Transactions    |               | IVP Grant (01.441.5327)          | N    |
| 2138   | Baker/Jan                               |      | 34.50    |                                                                        |               |                                  |      |
| 6674   | Draper/Erica                            |      |          |                                                                        |               |                                  |      |
|        | 01- 441- 000- 0000- 6420                |      | 39.68    | IVP Grant October 2020<br>10/12/2020 10/21/2020                        |               | IVP Grant (01.441.5327)          | N    |
|        | 01- 441- 000- 0000- 6420                |      | 45.14    | IVP Mileage November 2020<br>11/02/2020 11/10/2020<br>2 Transactions   |               | IVP Grant (01.441.5327)          | N    |
| 6674   | Draper/Erica                            |      | 84.82    |                                                                        |               |                                  |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      |          |                                                                        |               |                                  |      |
|        | 01- 441- 000- 0000- 6447                |      | 88.21    | Public Health Ad<br>11/16/2020 11/16/2020<br>1 Transactions            | 115571        | LPHA Grant Expenses              | N    |
| 82132  | Fillmore Co Journal, Sethre Media Group |      | 88.21    |                                                                        |               |                                  |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      |          |                                                                        |               |                                  |      |
|        | 01- 441- 000- 0000- 6420                |      | 1,562.59 | IVP Grant- Printer,Wagon,Logger                                        |               | IVP Grant (01.441.5327)          | N    |

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12/17/20 3:14PM  
1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 13

| 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- 441- 000- 0000- 6447               |      | 38.66    | 11/09/2020 11/09/2020<br>Corrective Lens- HEV Screenins |               | LPHA Grant Expenses       | N    |
|        | 01- 441- 000- 0000- 6447               |      | 20.00    | 11/12/2020 11/12/2020<br>BF Handouts for Education      |               | LPHA Grant Expenses       | N    |
|        | 01- 441- 000- 0000- 6447               |      | 43.32    | 11/12/2020 11/12/2020<br>Tech Care Clean Wipes          |               | LPHA Grant Expenses       | N    |
|        | 01- 441- 000- 0000- 6448               |      | 53.63    | 11/20/2020 11/20/2020<br>SHIP Cell Phone                |               | Ship Grant Expenses       | N    |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 1,718.20 | 11/03/2020 12/02/2020<br>5 Transactions                 |               |                           |      |
| 4177   | GATZKE/MICHELE                         |      |          |                                                         |               |                           |      |
|        | 01- 441- 000- 0000- 6420               |      | 122.48   | IVP Grant October 2020                                  |               | IVP Grant (01.441.5327)   | N    |
|        |                                        |      |          | 10/02/2020 10/27/2020                                   |               |                           |      |
| 4177   | GATZKE/MICHELE                         |      | 122.48   | 1 Transactions                                          |               |                           |      |
| 6186   | Johnson/Breanna                        |      |          |                                                         |               |                           |      |
|        | 01- 441- 000- 0000- 6420               |      | 39.10    | IVP Grant October 2020                                  |               | IVP Grant (01.441.5327)   | N    |
|        |                                        |      |          | 10/02/2020 10/15/2020                                   |               |                           |      |
| 6186   | Johnson/Breanna                        |      | 39.10    | 1 Transactions                                          |               |                           |      |
| 4752   | Logsdon/Linda                          |      |          |                                                         |               |                           |      |
|        | 01- 441- 000- 0000- 6420               |      | 27.60    | IVP Mileage November 2020                               |               | IVP Grant (01.441.5327)   | N    |
|        |                                        |      |          | 11/04/2020 11/24/2020                                   |               |                           |      |
|        | 01- 441- 000- 0000- 6437               |      | 28.75    | C&TC Mileage November 2020                              |               | CTC Expenses              | N    |
|        |                                        |      |          | 11/04/2020 11/24/2020                                   |               |                           |      |
|        | 01- 441- 000- 0000- 6445               |      | 10.35    | TANF Mileage November 2020                              |               | TANF Expenses             | N    |
|        |                                        |      |          | 11/04/2020 11/24/2020                                   |               |                           |      |
| 4752   | Logsdon/Linda                          |      | 66.70    | 3 Transactions                                          |               |                           |      |
| 3315   | Melver/Paula J                         |      |          |                                                         |               |                           |      |
|        | 01- 441- 000- 0000- 6420               |      | 60.32    | IVP Grant November 2020                                 |               | IVP Grant (01.441.5327)   | N    |
|        |                                        |      |          | 11/10/2020 11/17/2020                                   |               |                           |      |
| 3315   | Melver/Paula J                         |      | 60.32    | 1 Transactions                                          |               |                           |      |
| 6884   | Rodger/Aimee                           |      |          |                                                         |               |                           |      |
|        | 01- 441- 000- 0000- 6445               |      | 56.18    | TANF Mileage November 2020                              |               | TANF Expenses             | N    |
|        |                                        |      |          | 11/02/2020 11/30/2020                                   |               |                           |      |

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12/17/20 3:14PM  
1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 14

| Vendor | Name                                    | Rpt  | Amount   | Warrant Description            | Invoice #      | Account/Formula Description         | 1099 |
|--------|-----------------------------------------|------|----------|--------------------------------|----------------|-------------------------------------|------|
| No.    | Account/Formula                         | Accr |          | Service Dates                  | Paid On Bhf #  | On Behalf of Name                   |      |
| 6884   | Rodger/Aimee                            |      | 56.18    |                                | 1 Transactions |                                     |      |
| 7320   | Sanofi Pasteur Inc                      |      |          |                                |                |                                     |      |
|        | 01- 441- 000- 0000- 6420                |      | 113.34   | Supplies - Influenza Project   | 915958377      | IVP Grant (01.441.5327)             | Y    |
|        |                                         |      |          | 11/11/2020 11/11/2020          |                |                                     |      |
| 7320   | Sanofi Pasteur Inc                      |      | 113.34   |                                | 1 Transactions |                                     |      |
| 441    | DEPT Total:                             |      | 2,383.85 | Public Health                  | 10 Vendors     | 17 Transactions                     |      |
| 442    | DEPT                                    |      |          | Wic Program                    |                |                                     |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      |          |                                |                |                                     |      |
|        | 01- 442- 000- 0000- 6424                |      | 38.55    | WIC Peer BF Cell               |                | WIC- Peer Breastfeeding Support Gra | N    |
|        |                                         |      |          | 11/03/2020 12/02/2020          |                |                                     |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      | 38.55    |                                | 1 Transactions |                                     |      |
| 6884   | Rodger/Aimee                            |      |          |                                |                |                                     |      |
|        | 01- 442- 000- 0000- 6335                |      | 12.53    | WIC Mileage November 2020      |                | Employee Automobile Allowance       | N    |
|        |                                         |      |          | 11/02/2020 11/30/2020          |                |                                     |      |
| 6884   | Rodger/Aimee                            |      | 12.53    |                                | 1 Transactions |                                     |      |
| 442    | DEPT Total:                             |      | 51.08    | Wic Program                    | 2 Vendors      | 2 Transactions                      |      |
| 443    | DEPT                                    |      |          | Nursing Service                |                |                                     |      |
| 2138   | Baker/Jan                               |      |          |                                |                |                                     |      |
|        | 01- 443- 000- 0000- 6335                |      | 20.70    | Nursing Mileage October 2020   |                | Employee Automobile Allowance       | N    |
|        |                                         |      |          | 10/07/2020 10/16/2020          |                |                                     |      |
| 2138   | Baker/Jan                               |      | 20.70    |                                | 1 Transactions |                                     |      |
| 6674   | Draper/Erica                            |      |          |                                |                |                                     |      |
|        | 01- 443- 000- 0000- 6335                |      | 52.32    | Nursing Mileage October 2020   |                | Employee Automobile Allowance       | N    |
|        |                                         |      |          | 10/12/2020 10/21/2020          |                |                                     |      |
|        | 01- 443- 000- 0000- 6335                |      | 14.95    | Nursing Mileage November 2020  |                | Employee Automobile Allowance       | N    |
|        |                                         |      |          | 11/02/2020 11/10/2020          |                |                                     |      |
| 6674   | Draper/Erica                            |      | 67.27    |                                | 2 Transactions |                                     |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      |          |                                |                |                                     |      |
|        | 01- 443- 000- 0000- 6241                |      | 14.00    | Nov Joint Bd of Health Meeting | 115708         | Advertising                         | N    |
|        |                                         |      |          | 11/09/2020 11/09/2020          |                |                                     |      |

smensink  
12/17/20 3:14PM  
1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 15

| Vendor | Name                                    | Rpt  | Amount   | Warrant Description           | Invoice #     | Account/Formula Descripti     | 1099 |
|--------|-----------------------------------------|------|----------|-------------------------------|---------------|-------------------------------|------|
| No.    | Account/Formula                         | Accr |          | Service Dates                 | Paid On Bhf # | On Behalf of Name             |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      | 14.00    | 1 Transactions                |               |                               |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      |          |                               |               |                               |      |
|        | 01- 443- 000- 0000- 6433                |      | 19.99    | Shower Mat - Client #6810     |               | Waiver Reimbursables          | N    |
|        |                                         |      |          | 11/13/2020 11/13/2020         |               |                               |      |
|        | 01- 443- 000- 0000- 6433                |      | 6.99     | Stylus Pen - Client #2924     |               | Waiver Reimbursables          | N    |
|        |                                         |      |          | 11/12/2020 11/12/2020         |               |                               |      |
|        | 01- 443- 000- 0000- 6433                |      | 29.95    | Bed Pads - Client #876        |               | Waiver Reimbursables          | N    |
|        |                                         |      |          | 11/16/2020 11/16/2020         |               |                               |      |
|        | 01- 443- 000- 0000- 6433                |      | 32.99    | Bath/Shower Chair - #4818     |               | Waiver Reimbursables          | N    |
|        |                                         |      |          | 11/25/2020 11/25/2020         |               |                               |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      | 89.92    | 4 Transactions                |               |                               |      |
| 4177   | GATZKE/MICHELE                          |      |          |                               |               |                               |      |
|        | 01- 443- 000- 0000- 6335                |      | 24.15    | Nursing Mileage October 2020  |               | Employee Automobile Allowance | N    |
|        |                                         |      |          | 10/02/2020 10/27/2020         |               |                               |      |
|        | 01- 443- 000- 0000- 6335                |      | 24.15    | Nursing Mileage November 2020 |               | Employee Automobile Allowance | N    |
|        |                                         |      |          | 11/20/2020 11/20/2020         |               |                               |      |
| 4177   | GATZKE/MICHELE                          |      | 48.30    | 2 Transactions                |               |                               |      |
| 6143   | INTEGRITY HOME REPAIR LLC               |      |          |                               |               |                               |      |
|        | 01- 443- 000- 0000- 6433                |      | 4,485.00 | Final Payment - Client #4172  | 23401         | Waiver Reimbursables          | N    |
|        |                                         |      |          | 11/15/2020 11/15/2020         |               |                               |      |
| 6143   | INTEGRITY HOME REPAIR LLC               |      | 4,485.00 | 1 Transactions                |               |                               |      |
| 6186   | Johnson/Breanna                         |      |          |                               |               |                               |      |
|        | 01- 443- 000- 0000- 6335                |      | 9.78     | Nursing Mileage October 2020  |               | Employee Automobile Allowance | N    |
|        |                                         |      |          | 10/02/2020 10/15/2020         |               |                               |      |
|        | 01- 443- 000- 0000- 6335                |      | 69.58    | Nursing Mileage November 2020 |               | Employee Automobile Allowance | N    |
|        |                                         |      |          | 11/03/2020 11/23/2020         |               |                               |      |
| 6186   | Johnson/Breanna                         |      | 79.36    | 2 Transactions                |               |                               |      |
| 4752   | Logsdon/Linda                           |      |          |                               |               |                               |      |
|        | 01- 443- 000- 0000- 6335                |      | 105.51   | November 2020 Mileage         |               | Employee Automobile Allowance | N    |
|        |                                         |      |          | 11/04/2020 11/24/2020         |               |                               |      |
| 4752   | Logsdon/Linda                           |      | 105.51   | 1 Transactions                |               |                               |      |
| 1089   | Loven/Julie                             |      |          |                               |               |                               |      |
|        | 01- 443- 000- 0000- 6335                |      | 17.83    | Nursing Mileage November 2020 |               | Employee Automobile Allowance | N    |

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12/17/20 3:14PM  
1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 16

| Vendor | Name                                   | Rpt      | Warrant Description                                    | Invoice #     | Account/Formula Descripti             | 1099 |
|--------|----------------------------------------|----------|--------------------------------------------------------|---------------|---------------------------------------|------|
| No.    | Account/Formula                        | Accr     | Service Dates                                          | Paid On Bhf # | On Behalf of Name                     |      |
| 1089   | Loven/Julie                            |          | 11/04/2020 11/04/2020<br>1 Transactions                |               |                                       |      |
| 3315   | Melver/Paula J                         |          |                                                        |               |                                       |      |
|        | 01- 443- 000- 0000- 6335               | 64.63    | Nursing Mileage October 2020                           |               | Employee Automobile Allowance         | N    |
|        | 01- 443- 000- 0000- 6335               | 24.44    | 10/06/2020 10/19/2020<br>Nursing Mileage November 2020 |               | Employee Automobile Allowance         | N    |
| 3315   | Melver/Paula J                         | 89.07    | 11/10/2020 11/17/2020<br>2 Transactions                |               |                                       |      |
| 6884   | Rodger/Aimee                           |          |                                                        |               |                                       |      |
|        | 01- 443- 000- 0000- 6335               | 37.84    | November 2020 Mileage                                  |               | Employee Automobile Allowance         | N    |
|        |                                        |          | 11/02/2020 11/30/2020<br>1 Transactions                |               |                                       |      |
| 6884   | Rodger/Aimee                           | 37.84    |                                                        |               |                                       |      |
| 86085  | Semcac Transportation                  |          |                                                        |               |                                       |      |
|        | 01- 443- 000- 0000- 6433               | 161.07   | Transportation - Client #3724                          | 7312          | Waiver Reimbursables                  | N    |
|        |                                        |          | 07/03/2020 07/08/2020                                  |               |                                       |      |
|        | 01- 443- 000- 0000- 6433               | 78.68    | Transportation - Client #3724                          | 7315          | Waiver Reimbursables                  | N    |
|        |                                        |          | 10/02/2020 10/02/2020<br>2 Transactions                |               |                                       |      |
| 86085  | Semcac Transportation                  | 239.75   |                                                        |               |                                       |      |
| 443    | DEPT Total:                            | 5,294.55 | Nursing Service                                        | 12 Vendors    | 20 Transactions                       |      |
| 444    | DEPT                                   |          | Home Health                                            |               |                                       |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |          |                                                        |               |                                       |      |
|        | 01- 444- 000- 0000- 6203               | 38.55    | Phone                                                  |               | Telephone                             | N    |
|        |                                        |          | 11/03/2020 12/02/2020<br>1 Transactions                |               |                                       |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH | 38.55    |                                                        |               |                                       |      |
| 444    | DEPT Total:                            | 38.55    | Home Health                                            | 1 Vendors     | 1 Transactions                        |      |
| 446    | DEPT                                   |          | Mch Program                                            |               |                                       |      |
| 1285   | Houston County Public Health           |          |                                                        |               |                                       |      |
|        | 01- 446- 000- 0000- 6088               | 6,775.00 | CICT October 2020                                      |               | Houston Grant Passthrough (01- 446- N |      |
|        |                                        |          | 11/25/2020 11/25/2020                                  |               |                                       |      |
|        | 01- 446- 000- 0000- 6088               | 343.36   | SHIP October 2020                                      |               | Houston Grant Passthrough (01- 446- N |      |
|        |                                        |          | 11/30/2020 11/30/2020                                  |               |                                       |      |

smensink  
12/17/20 3:14PM  
1 County Revenue Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 17

| 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- 446- 000- 0000- 6088               |      | 7,090.80  | WIC October 2020             |               | Houston Grant Passthrough (01- 446- N |      |
|        |                                        |      |           | 12/07/2020 12/07/2020        |               |                                       |      |
|        | 01- 446- 000- 0000- 6088               |      | 3,449.52  | MCH/FAP October 2020         |               | Houston Grant Passthrough (01- 446- N |      |
|        |                                        |      |           | 12/08/2020 12/08/2020        |               |                                       |      |
| 1285   | Houston County Public Health           |      | 17,658.68 | 4 Transactions               |               |                                       |      |
| 7045   | Prevent Child Abuse America            |      |           |                              |               |                                       |      |
|        | 01- 446- 000- 0000- 6257               |      | 215.00    | FFS Supervisor Training - JE | 10536         | EBHV Expense                          | N    |
|        |                                        |      |           | 11/17/2020 11/19/2020        |               |                                       |      |
| 7045   | Prevent Child Abuse America            |      | 215.00    | 1 Transactions               |               |                                       |      |
| 6884   | Rodger/Aimee                           |      |           |                              |               |                                       |      |
|        | 01- 446- 000- 0000- 6335               |      | 12.65     | MCH Mileage November 2020    |               | Employee Automobile Allowance         | N    |
|        |                                        |      |           | 11/02/2020 11/30/2020        |               |                                       |      |
| 6884   | Rodger/Aimee                           |      | 12.65     | 1 Transactions               |               |                                       |      |
| 446    | DEPT Total:                            |      | 17,886.33 | Mch Program                  | 3 Vendors     | 6 Transactions                        |      |
| 602    | DEPT                                   |      |           | County Extension Service     |               |                                       |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |           |                              |               |                                       |      |
|        | 01- 602- 000- 0000- 6269               |      | 429.49    | Extension Office Supplies    |               | Computer Expense                      | N    |
|        |                                        |      |           | 10/29/2020 10/29/2020        |               |                                       |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 429.49    | 1 Transactions               |               |                                       |      |
| 1671   | Regents Of The University Of Minnesota |      |           |                              |               |                                       |      |
|        | 01- 602- 000- 0000- 6277               |      | 30,902.49 | Oct - Dec MOA Billing        | 0300026216    | Alternative Funding Contract          | N    |
|        |                                        |      |           | 10/01/2020 12/31/2020        |               |                                       |      |
| 1671   | Regents Of The University Of Minnesota |      | 30,902.49 | 1 Transactions               |               |                                       |      |
| 602    | DEPT Total:                            |      | 31,331.98 | County Extension Service     | 2 Vendors     | 2 Transactions                        |      |
| 603    | DEPT                                   |      |           | Feedlot                      |               |                                       |      |
| 106    | Fillmore Co Treasurer                  |      |           |                              |               |                                       |      |
|        | 01- 603- 000- 0000- 6561               |      | 54.46     | November Feedlot Fuel        |               | Gasoline Diesel And Other Fuels       | N    |
|        |                                        |      |           | 11/04/2020 11/19/2020        |               |                                       |      |
|        | 01- 603- 000- 0000- 6561               |      | 39.28     | July Feedlot Fuel            |               | Gasoline Diesel And Other Fuels       | N    |
|        |                                        |      |           | 07/07/2020 07/24/2020        |               |                                       |      |



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12/17/20

3:14PM

1 County Revenue Fund

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

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 18



| Vendor | Name                     | Rpt        | Warrant Description   | Invoice #      | Account/Formula Descripti | 1099 |
|--------|--------------------------|------------|-----------------------|----------------|---------------------------|------|
| No.    | Account/Formula          | Accr       | Service Dates         | Paid On Bhf #  | On Behalf of Name         |      |
| 106    | Fillmore Co Treasurer    | 93.74      |                       | 2 Transactions |                           |      |
| 5981   | iWorQ Systems            |            |                       |                |                           |      |
|        | 01- 603- 000- 0000- 6637 | 2,066.66   | Software              | 194254         | Software Expenses         | N    |
|        |                          |            | 12/01/2020 12/01/2020 |                |                           |      |
| 5981   | iWorQ Systems            | 2,066.66   |                       | 1 Transactions |                           |      |
| 603    | DEPT Total:              | 2,160.40   | Feedlot               | 2 Vendors      | 3 Transactions            |      |
| 1      | Fund Total:              | 147,672.66 | County Revenue Fund   |                | 147 Transactions          |      |

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12/17/20 3:14PM  
12 INFRA FUND

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 19

| Vendor Name |                            | Rpt  | Warrant Description |                           | Invoice #     | Account/Formula Description |  | 1099 |
|-------------|----------------------------|------|---------------------|---------------------------|---------------|-----------------------------|--|------|
| No.         | Account/Formula            | Accr | Amount              | Service Dates             | Paid On Bhf # | On Behalf of Name           |  |      |
| 111         | DEPT                       |      |                     | Facilities Mtce           |               |                             |  |      |
| 4546        | SCHWICKERT'S TECTA AMERICA |      |                     |                           |               |                             |  |      |
|             | 12- 111- 000- 0000- 6625   |      | 10,495.00           | Roof Repairs - Jail       | S510071993    | Building Improvement        |  | N    |
|             |                            |      |                     | 12/09/2020 12/09/2020     |               |                             |  |      |
|             | 12- 111- 000- 0000- 6625   |      | 18,215.00           | Roof Repairs - Courthouse | S510071994    | Building Improvement        |  | N    |
|             |                            |      |                     | 12/09/2020 12/09/2020     |               |                             |  |      |
| 4546        | SCHWICKERT'S TECTA AMERICA |      | 28,710.00           | 2 Transactions            |               |                             |  |      |
| 111         | DEPT Total:                |      | 28,710.00           | Facilities Mtce           | 1 Vendors     | 2 Transactions              |  |      |
| 12          | Fund Total:                |      | 28,710.00           | INFRA FUND                |               | 2 Transactions              |  |      |

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12/17/20 3:14PM  
13 County Road & Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 20

| 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- 6270               |      | 735.21   | 12/16 Jeff D's hostpot- 21 mont |               | Data Processing                    | N    |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 735.21   | 1 Transactions                  |               |                                    |      |
| 6481   | gWorks                                 |      |          |                                 |               |                                    |      |
|        | 13- 300- 000- 0000- 6270               |      | 428.40   | 11/9 sign software renewal      | 2019- 11348   | Data Processing                    | N    |
| 6481   | gWorks                                 |      | 428.40   | 1 Transactions                  |               |                                    |      |
| 300    | DEPT Total:                            |      | 1,163.61 | Highway Administration          | 2 Vendors     | 2 Transactions                     |      |
| 310    | DEPT                                   |      |          | Highway Maintenance             |               |                                    |      |
| 5508   | Brand/Dale                             |      |          |                                 |               |                                    |      |
|        | 13- 310- 000- 0000- 6466               |      | 200.00   | 12/15 safety shoes              |               | Safety Materials                   | N    |
| 5508   | Brand/Dale                             |      | 200.00   | 1 Transactions                  |               |                                    |      |
| 4381   | Brock White Company LLC                |      |          |                                 |               |                                    |      |
|        | 13- 310- 000- 0000- 6580               |      | 186.55   | 11/19 ditching erosion control  | 14380525      | Other Repair And Maintenance Suppl | N    |
| 4381   | Brock White Company LLC                |      | 186.55   | 1 Transactions                  |               |                                    |      |
| 1891   | Bruening Rock Products, Inc.           |      |          |                                 |               |                                    |      |
|        | 13- 310- 000- 0000- 6505               |      | 6,964.29 | 10/31 rock                      | 192204        | Aggregate                          | N    |
|        | 13- 310- 000- 0000- 6505               |      | 1,481.63 | 11/13 rock                      | 193322        | Aggregate                          | N    |
|        | 13- 310- 000- 0000- 6505               |      | 105.83   | 11/19 rock                      | 193824        | Aggregate                          | N    |
|        | 13- 310- 000- 0000- 6505               |      | 649.48   | 11/24 rock                      | 194262        | Aggregate                          | N    |
|        | 13- 310- 000- 0000- 6505               |      | 260.25   | 11/30 rock prkg lot             | 195374        | Aggregate                          | N    |
|        | 13- 310- 000- 0000- 6505               |      | 220.94   | 11/30 rock                      | 195374        | Aggregate                          | N    |
|        | 13- 310- 000- 0000- 6505               |      | 98.27    | 12/11 rock                      | 196523        | Aggregate                          | N    |
| 1891   | Bruening Rock Products, Inc.           |      | 9,780.69 | 7 Transactions                  |               |                                    |      |
| 6275   | Chiglo/Mike                            |      |          |                                 |               |                                    |      |
|        | 13- 310- 000- 0000- 6466               |      | 179.99   | 12/15 safety boots              |               | Safety Materials                   | N    |
| 6275   | Chiglo/Mike                            |      | 179.99   | 1 Transactions                  |               |                                    |      |
| 6150   | Cintas Corporation No.2                |      |          |                                 |               |                                    |      |
|        | 13- 310- 000- 0000- 6293               |      | 14.39    | 11/30 uniforms                  | 4066177742    | Uniform Expense                    | N    |
|        | 13- 310- 000- 0000- 6293               |      | 11.17    | 11/5 uniforms                   | 4066529707    | Uniform Expense                    | N    |
|        | 13- 310- 000- 0000- 6293               |      | 8.20     | 11/5 uniforms                   | 4066529719    | Uniform Expense                    | N    |
|        | 13- 310- 000- 0000- 6293               |      | 24.66    | 11/6 uniforms                   | 4066630281    | Uniform Expense                    | N    |

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13 County Road & Bridge

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



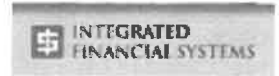
Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 21

| Vendor Name                            | Rpt      | Warrant Description            | Invoice #     | Account/Formula Descripti          | 1099 |
|----------------------------------------|----------|--------------------------------|---------------|------------------------------------|------|
| No. Account/Formula                    | Accr     | Service Dates                  | Paid On Bhf # | On Behalf of Name                  |      |
| 13- 310- 000- 0000- 6293               | 20.36    | 11/6 uniforms                  | 4066630376    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 7.52     | 11/6 uniforms                  | 4066630582    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 20.14    | 11/10 uniforms                 | 4066845345    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 8.92     | 11/12 uniforms                 | 4067095728    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 8.20     | 11/12 uniforms                 | 4067095844    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 14.76    | 11/13 uniforms                 | 4067236809    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 24.66    | 11/13 uniforms                 | 4067236814    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 174.64   | 11/13 uniforms                 | 4067237005    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 8.64     | 11/17 uniforms                 | 4067509449    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 8.20     | 11/19 uniforms                 | 4067909497    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 8.92     | 11/19 uniforms                 | 4067909536    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 54.82    | 11/20 uniforms                 | 4068004767    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 17.76    | 11/20 uniforms                 | 4068004869    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 38.08    | 11/20 uniforms                 | 4068005058    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 14.39    | 11/24 uniforms                 | 4068400670    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 8.92     | 11/25 uniforms                 | 4068501627    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 49.70    | 11/25 uniforms                 | 4068501752    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 14.76    | 11/27 uniforms                 | 4068612335    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 49.62    | 11/27 uniforms                 | 4068612363    | Uniform Expense                    | N    |
| 13- 310- 000- 0000- 6293               | 8.64     | 11/27 uniforms                 | 4068612498    | Uniform Expense                    | N    |
| 6150 Cintas Corporation No.2           | 620.07   | 24 Transactions                |               |                                    |      |
| 150 Hahn Lumber Co Inc                 |          |                                |               |                                    |      |
| 13- 310- 000- 0000- 6580               | 60.00    | 10/5 road repair supplies      | 51394         | Other Repair And Maintenance Suppl | N    |
| 150 Hahn Lumber Co Inc                 | 60.00    | 1 Transactions                 |               |                                    |      |
| 9403 Menards Rochester South           |          |                                |               |                                    |      |
| 13- 310- 000- 0000- 6580               | 283.52   | 12/2 snow fence                | 27585         | Other Repair And Maintenance Suppl | N    |
| 9403 Menards Rochester South           | 283.52   | 1 Transactions                 |               |                                    |      |
| 3113 Mississippi Welders Supply Co Inc |          |                                |               |                                    |      |
| 13- 310- 000- 0000- 6466               | 1,279.79 | 10/22 fire extinguisher inspec | 3352417       | Safety Materials                   | N    |
| 3113 Mississippi Welders Supply Co Inc | 1,279.79 | 1 Transactions                 |               |                                    |      |
| 1599 Morken/Gary                       |          |                                |               |                                    |      |
| 13- 310- 000- 0000- 6466               | 99.99    | 12/16 safety boots             |               | Safety Materials                   | N    |
| 1599 Morken/Gary                       | 99.99    | 1 Transactions                 |               |                                    |      |
| 272 Newman Signs                       |          |                                |               |                                    |      |

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12/17/20 3:14PM  
13 County Road & Bridge

# \*\*\* 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                  |      |
|        | 13- 310- 000- 0000- 6515  |      | 523.28-   | 11/24 sign returns        | TRFINV000075  | Traffic Signs                      | N    |
|        | 13- 310- 000- 0000- 6515  |      | 1,739.00  | 11/12 posts               | TRFINV026559  | Traffic Signs                      | N    |
|        | 13- 310- 000- 0000- 6515  |      | 2,309.59  | 11/12 signs               | TRFINV026559  | Traffic Signs                      | N    |
|        | 13- 310- 000- 0000- 6515  |      | 782.96    | 11/19 signs               | TRFINV026745  | Traffic Signs                      | N    |
| 272    | Newman Signs              |      | 4,308.27  | 4 Transactions            |               |                                    |      |
| 7117   | North American Safety Inc |      |           |                           |               |                                    |      |
|        | 13- 310- 000- 0000- 6466  |      | 158.99    | 12/3 safety equipment     | INV54690      | Safety Materials                   | N    |
| 7117   | North American Safety Inc |      | 158.99    | 1 Transactions            |               |                                    |      |
| 5471   | Precise MRM LLC           |      |           |                           |               |                                    |      |
|        | 13- 310- 000- 0000- 6580  |      | 150.00    | 11/30 truck data plan     | 200- 1028508  | Other Repair And Maintenance Suppl | N    |
| 5471   | Precise MRM LLC           |      | 150.00    | 1 Transactions            |               |                                    |      |
| 6454   | Quam/Jeff                 |      |           |                           |               |                                    |      |
|        | 13- 310- 000- 0000- 6466  |      | 143.99    | 12/16 safety boots        |               | Safety Materials                   | N    |
| 6454   | Quam/Jeff                 |      | 143.99    | 1 Transactions            |               |                                    |      |
| 347    | State Of Mn               |      |           |                           |               |                                    |      |
|        | 13- 310- 000- 0000- 6530  |      | 75,258.82 | 12/14 striping            | 637045        | Striping Paint                     | N    |
| 347    | State Of Mn               |      | 75,258.82 | 1 Transactions            |               |                                    |      |
| 3675   | Sukalski/Troy             |      |           |                           |               |                                    |      |
|        | 13- 310- 000- 0000- 6466  |      | 200.00    | 12/16 safety boots        |               | Safety Materials                   | N    |
| 3675   | Sukalski/Troy             |      | 200.00    | 1 Transactions            |               |                                    |      |
| 9531   | Summit Fire Protection    |      |           |                           |               |                                    |      |
|        | 13- 310- 000- 0000- 6466  |      | 145.00    | 9/24 sprinkler inspection | 1562763       | Safety Materials                   | N    |
| 9531   | Summit Fire Protection    |      | 145.00    | 1 Transactions            |               |                                    |      |
| 9109   | Thompson Sand             |      |           |                           |               |                                    |      |
|        | 13- 310- 000- 0000- 6506  |      | 22,470.00 | 12/9 sand                 |               | Sand                               | N    |
| 9109   | Thompson Sand             |      | 22,470.00 | 1 Transactions            |               |                                    |      |
| 6638   | True North Steel, Inc.    |      |           |                           |               |                                    |      |
|        | 13- 310- 000- 0000- 6520  |      | 450.00    | 10/26 culvert             | BL0000012418  | Culverts                           | N    |
|        | 13- 310- 000- 0000- 6520  |      | 2,193.12- | 10/30 culvert             | BLCR00000702  | Culverts                           | N    |
| 6638   | True North Steel, Inc.    |      | 1,743.12- | 2 Transactions            |               |                                    |      |

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12/17/20 3:14PM  
13 County Road & Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

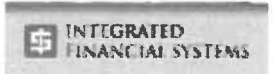
Page 23

| Vendor | Name                                   | Rpt        | Warrant Description         | Invoice #                      | Account/Formula Descripti | 1099                                 |
|--------|----------------------------------------|------------|-----------------------------|--------------------------------|---------------------------|--------------------------------------|
| No.    | Account/Formula                        | Accr       | Service Dates               | Paid On Bhf #                  | On Behalf of Name         |                                      |
| 451    | Ziegler Inc                            |            |                             |                                |                           |                                      |
|        | 13- 310- 000- 0000- 6580               |            | 117.00                      | 10/8 diagnostic software renew | PC002185795               | Other Repair And Maintenance Suppl N |
| 451    | Ziegler Inc                            |            | 117.00                      | 1 Transactions                 |                           |                                      |
| 310    | DEPT Total:                            | 113,899.55 | Highway Maintenance         | 19 Vendors                     | 52 Transactions           |                                      |
| 320    | DEPT                                   |            | Highway Construction        |                                |                           |                                      |
| 99     | Erickson Engineering LLC               |            |                             |                                |                           |                                      |
|        | 13- 320- 000- 0000- 6265               |            | 931.00                      | 12/10 consulting               | 13926                     | Consulting N                         |
| 99     | Erickson Engineering LLC               |            | 931.00                      | 1 Transactions                 |                           |                                      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |            |                             |                                |                           |                                      |
|        | 13- 320- 000- 0000- 6245               |            | 1,070.00                    | 12/16 registrations            |                           | Registration Fees N                  |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |            | 1,070.00                    | 1 Transactions                 |                           |                                      |
| 347    | State Of Mn                            |            |                             |                                |                           |                                      |
|        | 13- 320- 000- 0000- 6377               |            | 1,949.80                    | 11/19 material testing         | P00012686                 | Fees And Service Charges N           |
|        | 13- 320- 000- 0000- 6377               |            | 441.31                      | 12/11 material testing         | P00012796                 | Fees And Service Charges N           |
| 347    | State Of Mn                            |            | 2,391.11                    | 2 Transactions                 |                           |                                      |
| 320    | DEPT Total:                            | 4,392.11   | Highway Construction        | 3 Vendors                      | 4 Transactions            |                                      |
| 330    | DEPT                                   |            | Equipment Maintenance Shops |                                |                           |                                      |
| 3691   | Bauer Built Inc                        |            |                             |                                |                           |                                      |
|        | 13- 330- 000- 0000- 6516               |            | 400.00                      | 10/21 labor                    | 42555                     | Tires & Repairs N                    |
|        | 13- 330- 000- 0000- 6516               |            | 4,790.56                    | 10/21 tires/parts              | 42555                     | Tires & Repairs N                    |
|        | 13- 330- 000- 0000- 6516               |            | 7.50                        | 10/14 tires/parts              | 42573                     | Tires & Repairs N                    |
|        | 13- 330- 000- 0000- 6516               |            | 50.00                       | 10/14 labor                    | 42573                     | Tires & Repairs N                    |
|        | 13- 330- 000- 0000- 6516               |            | 80.00                       | 10/21 labor                    | 42682                     | Tires & Repairs N                    |
|        | 13- 330- 000- 0000- 6516               |            | 10.00                       | 10/21 tires/parts              | 42682                     | Tires & Repairs N                    |
|        | 13- 330- 000- 0000- 6516               |            | 15.00                       | 10/22 tires/parts              | 42689                     | Tires & Repairs N                    |
|        | 13- 330- 000- 0000- 6516               |            | 15.00                       | 10/22 labor                    | 42689                     | Tires & Repairs N                    |
|        | 13- 330- 000- 0000- 6516               |            | 80.00                       | 10/22 labor                    | 42695                     | Tires & Repairs N                    |
|        | 13- 330- 000- 0000- 6516               |            | 1,243.50                    | 10/22 tires/parts              | 42695                     | Tires & Repairs N                    |
|        | 13- 330- 000- 0000- 6516               |            | 50.00                       | 10/23 labor                    | 42709                     | Tires & Repairs N                    |
|        | 13- 330- 000- 0000- 6516               |            | 7.50                        | 10/23 tires/parts              | 42709                     | Tires & Repairs N                    |
|        | 13- 330- 000- 0000- 6516               |            | 20.00                       | 10/23 tires/parts              | 42710                     | Tires & Repairs N                    |
|        | 13- 330- 000- 0000- 6516               |            | 160.00                      | 10/23 labor                    | 42710                     | Tires & Repairs N                    |

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12/17/20 3:14PM  
13 County Road & Bridge

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

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Page 24

| 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- 6516 |      | 15.00 10/30 tires/parts              | 42783           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 15.00 10/30 labor                    | 42783           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 15.00 11/5 labor                     | 42874           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 15.00 11/5 tires/parts               | 42874           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 22.50 11/13 tires/parts              | 42973           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 40.00 11/13 labor                    | 42973           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 320.00 11/18 labor                   | 42974           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 3,394.56 11/18 tires/parts           | 42974           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 320.00 12/15 labor                   | 42975           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 3,394.56 12/15 tires/parts           | 42975           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 3,394.56 12/15 tires/parts           | 42976           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 320.00 12/15 labor                   | 42976           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 7.50 12/3 tires/parts                | 43115           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 40.00 12/3 labor                     | 43115           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 200.00 12/9 labor                    | 43161           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 1,310.00 12/9 tires/parts            | 43161           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 74.00 12/10 labor                    | 43174           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 811.78 12/10 tires/parts             | 43174           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 5,964.00 12/14 tires/parts           | 43199           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 5,964.00 12/14 tires/parts           | 43200           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 607.90 12/15 tires/parts             | 43211           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 74.00 12/15 labor                    | 43211           | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 44.55 11/6 tires/parts               | 670075477       | Tires & Repairs                 | N    |
|        | 13- 330- 000- 0000- 6516 |      | 250.00 11/6 labor                    | 670075477       | Tires & Repairs                 | N    |
| 3691   | Bauer Built Inc          |      | 33,542.97                            | 38 Transactions |                                 |      |
| 4381   | Brock White Company LLC  |      |                                      |                 |                                 |      |
|        | 13- 330- 000- 0000- 6316 |      | 70.00 11/25 prkg lot erosion control | 14386551        | Grounds Maintenance             | N    |
| 4381   | Brock White Company LLC  |      | 70.00                                | 1 Transactions  |                                 |      |
| 6617   | Chatfield Parts House    |      |                                      |                 |                                 |      |
|        | 13- 330- 000- 0000- 6576 |      | 6.99 11/16 supplies                  | 783948          | Shop Supplies & Tools           | N    |
|        | 13- 330- 000- 0000- 6561 |      | 15.38 12/10 additive                 | 786605          | Gasoline Diesel And Other Fuels | N    |
|        | 13- 330- 000- 0000- 6576 |      | 7.49 12/10 supplies                  | 786605          | Shop Supplies & Tools           | N    |
|        | 13- 330- 000- 0000- 6561 |      | 15.38 12/11 additive                 | 786761          | Gasoline Diesel And Other Fuels | N    |
| 6617   | Chatfield Parts House    |      | 45.24                                | 4 Transactions  |                                 |      |
| 6150   | Cintas Corporation No.2  |      |                                      |                 |                                 |      |
|        | 13- 330- 000- 0000- 6576 |      | 213.26 11/13 supplies                | 4067236674      | Shop Supplies & Tools           | N    |

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13 County Road & Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

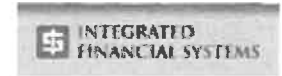
Page 25

| Vendor | Name                                   | Rpt  | Amount | Warrant Description | Invoice #     | Account/Formula Descripti | 1099 |
|--------|----------------------------------------|------|--------|---------------------|---------------|---------------------------|------|
| No.    | Account/Formula                        | Accr |        | Service Dates       | Paid On Bhf # | On Behalf of Name         |      |
|        | 13- 330- 000- 0000- 6576               |      | 213.26 | 11/27 supplies      | 4068612302    | Shop Supplies & Tools     | N    |
| 6150   | Cintas Corporation No.2                |      | 426.52 | 2 Transactions      |               |                           |      |
| 5005   | Cintas Corporation- First Aid & Safety |      |        |                     |               |                           |      |
|        | 13- 330- 000- 0000- 6576               |      | 87.46  | 11/4 supplies       | 5039811097    | Shop Supplies & Tools     | N    |
| 5005   | Cintas Corporation- First Aid & Safety |      | 87.46  | 1 Transactions      |               |                           |      |
| 1425   | Continental Research Corp              |      |        |                     |               |                           |      |
|        | 13- 330- 000- 0000- 6576               |      | 449.86 | 11/16 supplies      | 21003         | Shop Supplies & Tools     | N    |
| 1425   | Continental Research Corp              |      | 449.86 | 1 Transactions      |               |                           |      |
| 8165   | Dave Syverson Freightliner             |      |        |                     |               |                           |      |
|        | 13- 330- 000- 0000- 6575               |      | 19.44  | 11/3 parts          | 349516        | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6575               |      | 63.07  | 11/3 parts          | 350239        | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6575               |      | 347.44 | 12/3 parts          | 351302        | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6575               |      | 62.22  | 12/3 parts          | 351317        | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6575               |      | 63.76  | 12/4 parts          | 351460        | Machinery Parts           | N    |
| 8165   | Dave Syverson Freightliner             |      | 555.93 | 5 Transactions      |               |                           |      |
| 3550   | Emergency Automotive Technology, Inc   |      |        |                     |               |                           |      |
|        | 13- 330- 000- 0000- 6575               |      | 734.28 | 11/12 parts         | MP101320- 50  | Machinery Parts           | N    |
| 3550   | Emergency Automotive Technology, Inc   |      | 734.28 | 1 Transactions      |               |                           |      |
| 5751   | Fastenal Company                       |      |        |                     |               |                           |      |
|        | 13- 330- 000- 0000- 6576               |      | 16.69  | 12/15 supplies      | 81914         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6576               |      | 4.38   | 12/15 supplies      | 82032         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6576               |      | 53.87  | 12/15 supplies      | 84973         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6576               |      | 6.45   | 12/15 supplies      | 85237         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6576               |      | 40.72  | 10/28 supplies      | 85567         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6576               |      | 251.58 | 11/6 supplies       | 85689         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6576               |      | 24.55  | 11/4 supplies       | 85721         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6576               |      | 148.55 | 11/10 supplies      | 85793         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6576               |      | 198.30 | 11/30 supplies      | 86047         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6576               |      | 38.32  | 12/4 supplies       | 86090         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6576               |      | 142.68 | 12/11 supplies      | 86151         | Shop Supplies & Tools     | N    |
| 5751   | Fastenal Company                       |      | 763.31 | 11 Transactions     |               |                           |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |        |                     |               |                           |      |
|        | 13- 330- 000- 0000- 6575               |      | 105.17 | 12/16 parts         |               | Machinery Parts           | N    |



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12/17/20 3:14PM  
13 County Road & Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 26

| Vendor | Name                              | Rpt             | No. | Account/Formula | Accr | Amount   | Warrant Description | Service Dates  | Invoice #    | Paid On Bhf # | Account/Formula Descripti       | 1099 |
|--------|-----------------------------------|-----------------|-----|-----------------|------|----------|---------------------|----------------|--------------|---------------|---------------------------------|------|
| 111    | Fillmore Co Treasurer-            | Credit Card/ACH |     |                 |      | 105.17   |                     | 1 Transactions |              |               | On Behalf of Name               |      |
| 9142   | Force America Distributing LLC    |                 |     |                 |      |          |                     |                |              |               |                                 |      |
|        | 13- 330- 000- 0000- 6575          |                 |     |                 |      | 67.97    | 11/6 parts          |                | 001- 1489365 |               | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575          |                 |     |                 |      | 127.08   | 12/1 parts          |                | 001- 1495354 |               | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575          |                 |     |                 |      | 413.72   | 12/3 parts          |                | 001- 1496051 |               | Machinery Parts                 | N    |
| 9142   | Force America Distributing LLC    |                 |     |                 |      | 608.77   |                     | 3 Transactions |              |               |                                 |      |
| 6696   | H & L Mesabi Company              |                 |     |                 |      |          |                     |                |              |               |                                 |      |
|        | 13- 330- 000- 0000- 6575          |                 |     |                 |      | 2,915.54 | 11/24 cutting edges |                | 7367         |               | Machinery Parts                 | N    |
| 6696   | H & L Mesabi Company              |                 |     |                 |      | 2,915.54 |                     | 1 Transactions |              |               |                                 |      |
| 155    | Hammell Equipment Inc             |                 |     |                 |      |          |                     |                |              |               |                                 |      |
|        | 13- 330- 000- 0000- 6561          |                 |     |                 |      | 89.50    | 11/9 additive       |                | 1129585      |               | Gasoline Diesel And Other Fuels | N    |
| 155    | Hammell Equipment Inc             |                 |     |                 |      | 89.50    |                     | 1 Transactions |              |               |                                 |      |
| 2669   | Hammell Equipment Inc             |                 |     |                 |      |          |                     |                |              |               |                                 |      |
|        | 13- 330- 000- 0000- 6561          |                 |     |                 |      | 111.44   | 11/6 additive       |                | HI53851      |               | Gasoline Diesel And Other Fuels | N    |
| 2669   | Hammell Equipment Inc             |                 |     |                 |      | 111.44   |                     | 1 Transactions |              |               |                                 |      |
| 170    | Hyland Motor Company              |                 |     |                 |      |          |                     |                |              |               |                                 |      |
|        | 13- 330- 000- 0000- 6575          |                 |     |                 |      | 618.54   | 11/10 parts         |                | 145021       |               | Machinery Parts                 | N    |
| 170    | Hyland Motor Company              |                 |     |                 |      | 618.54   |                     | 1 Transactions |              |               |                                 |      |
| 6542   | Kaman Industrial Technologies     |                 |     |                 |      |          |                     |                |              |               |                                 |      |
|        | 13- 330- 000- 0000- 6576          |                 |     |                 |      | 245.24   | 11/16 supplies      |                | 1113154      |               | Shop Supplies & Tools           | N    |
| 6542   | Kaman Industrial Technologies     |                 |     |                 |      | 245.24   |                     | 1 Transactions |              |               |                                 |      |
| 3113   | Mississippi Welders Supply Co Inc |                 |     |                 |      |          |                     |                |              |               |                                 |      |
|        | 13- 330- 000- 0000- 6576          |                 |     |                 |      | 55.76    | 11/10 supplies      |                | 3365190      |               | Shop Supplies & Tools           | N    |
|        | 13- 330- 000- 0000- 6576          |                 |     |                 |      | 4.16     | 11/24 supplies      |                | 3365195      |               | Shop Supplies & Tools           | N    |
|        | 13- 330- 000- 0000- 6576          |                 |     |                 |      | 54.75    | 12/3 supplies       |                | 3382502      |               | Shop Supplies & Tools           | N    |
| 3113   | Mississippi Welders Supply Co Inc |                 |     |                 |      | 114.67   |                     | 3 Transactions |              |               |                                 |      |
| 3594   | Napa Auto Parts                   |                 |     |                 |      |          |                     |                |              |               |                                 |      |
|        | 13- 330- 000- 0000- 6575          |                 |     |                 |      | 6.75     | 11/17 parts         |                | 53352        |               | Machinery Parts                 | N    |
| 3594   | Napa Auto Parts                   |                 |     |                 |      | 6.75     |                     | 1 Transactions |              |               |                                 |      |
| 3541   | Nuss Truck & Equipment            |                 |     |                 |      |          |                     |                |              |               |                                 |      |

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12/17/20 3:14PM  
13 County Road & Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

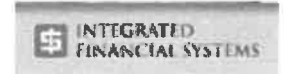
Page 27

| 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- 6575     |      | 134.97 10/29 parts       | 1198176P       | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6576     |      | 158.14 10/29 supplies    | 1198176P       | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6575     |      | 89.98 12/9 parts         | 1199045P       | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6575     |      | 70.30 12/4 parts         | 170416         | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6575     |      | 290.00 12/4 labor        | 170416         | Machinery Parts           | N    |
| 3541   | Nuss Truck & Equipment       |      | 743.39                   | 5 Transactions |                           |      |
| 8080   | Plunkett's Pest Control, Inc |      |                          |                |                           |      |
|        | 13- 330- 000- 0000- 6317     |      | 68.76 11/17 pest control | 6872336        | Building Maintenance      | N    |
|        | 13- 330- 000- 0000- 6317     |      | 52.87 11/17 pest control | 6872337        | Building Maintenance      | N    |
| 8080   | Plunkett's Pest Control, Inc |      | 121.63                   | 2 Transactions |                           |      |
| 137    | Praxair Distribution Inc     |      |                          |                |                           |      |
|        | 13- 330- 000- 0000- 6576     |      | 208.90 10/31 supplies    | 99924539       | Shop Supplies & Tools     | N    |
| 137    | Praxair Distribution Inc     |      | 208.90                   | 1 Transactions |                           |      |
| 5988   | Preston Auto Parts           |      |                          |                |                           |      |
|        | 13- 330- 000- 0000- 6575     |      | 355.88 8/24 parts        | 642251         | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6576     |      | 9.99 9/30 supplies       | 646918         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6575     |      | 262.29 10/1 parts        | 647037         | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6575     |      | 28.52 10/5 parts         | 647425         | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6576     |      | 54.10 10/6 supplies      | 647613         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6575     |      | 201.47 10/8 parts        | 647892         | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6576     |      | 2.38 10/8 supplies       | 647894         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6575     |      | 20.20 10/8 parts         | 647970         | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6575     |      | 8.99 10/8 parts          | 647980         | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6576     |      | 12.99 10/9 supplies      | 648042         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6576     |      | 5.86 10/9 supplies       | 648152         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6575     |      | 80.43 10/13 parts        | 648560         | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6576     |      | 14.99 10/13 supplies     | 648604         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6575     |      | 2.61 10/13 parts         | 648619         | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6575     |      | 37.63 10/19 parts        | 649356         | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6575     |      | 67.99 10/19 parts        | 649357         | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6575     |      | 34.98 10/20 parts        | 649462         | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6575     |      | 52.98 10/20 parts        | 649524         | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6575     |      | 352.91 10/20 filters     | 649564         | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6576     |      | 26.49 10/21 supplies     | 649608         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6576     |      | 125.00 10/21 supplies    | 649613         | Shop Supplies & Tools     | N    |
|        | 13- 330- 000- 0000- 6576     |      | 102.90 10/21 supplies    | 649698         | Shop Supplies & Tools     | N    |

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12/17/20 3:14PM  
13 County Road & Bridge

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

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Page 28

| 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 |      | 64.37 10/22 parts    | 649748        | Machinery Parts                 | N    |
| 13-330-000-0000-6575 |      | 26.49 10/22 parts    | 649751        | Machinery Parts                 | N    |
| 13-330-000-0000-6575 |      | 20.32 10/22 parts    | 649755        | Machinery Parts                 | N    |
| 13-330-000-0000-6576 |      | 22.98 10/22 supplies | 649765        | Shop Supplies & Tools           | N    |
| 13-330-000-0000-6575 |      | 5.83 10/22 parts     | 649769        | Machinery Parts                 | N    |
| 13-330-000-0000-6575 |      | 159.33 10/23 filters | 649958        | Machinery Parts                 | N    |
| 13-330-000-0000-6575 |      | 86.61 10/27 filters  | 650327        | Machinery Parts                 | N    |
| 13-330-000-0000-6575 |      | 70.47 10/28 filters  | 650528        | Machinery Parts                 | N    |
| 13-330-000-0000-6576 |      | 13.38 10/28 supplies | 650575        | Shop Supplies & Tools           | N    |
| 13-330-000-0000-6575 |      | 53.62 10/29 filters  | 650659        | Machinery Parts                 | N    |
| 13-330-000-0000-6575 |      | 80.43 10/29 filters  | 650660        | Machinery Parts                 | N    |
| 13-330-000-0000-6575 |      | 69.96 10/30 parts    | 650770        | Machinery Parts                 | N    |
| 13-330-000-0000-6575 |      | 150.96 10/30 filters | 650807        | Machinery Parts                 | N    |
| 13-330-000-0000-6575 |      | 33.02 11/2 filters   | 651129        | Machinery Parts                 | N    |
| 13-330-000-0000-6575 |      | 20.99 11/3 parts     | 651166        | Machinery Parts                 | N    |
| 13-330-000-0000-6576 |      | 27.47 11/3 supplies  | 651166        | Shop Supplies & Tools           | N    |
| 13-330-000-0000-6575 |      | 9.13 11/3 filters    | 651198        | Machinery Parts                 | N    |
| 13-330-000-0000-6575 |      | 12.49 11/3 parts     | 651250        | Machinery Parts                 | N    |
| 13-330-000-0000-6575 |      | 12.49 11/3 parts     | 651252        | Machinery Parts                 | N    |
| 13-330-000-0000-6561 |      | 30.76 11/4 additive  | 651379        | Gasoline Diesel And Other Fuels | N    |
| 13-330-000-0000-6575 |      | 50.52 11/9 filters   | 651840        | Machinery Parts                 | N    |
| 13-330-000-0000-6575 |      | 25.98 11/9 parts     | 651847        | Machinery Parts                 | N    |
| 13-330-000-0000-6576 |      | 35.88 11/10 supplies | 651948        | Shop Supplies & Tools           | N    |
| 13-330-000-0000-6576 |      | 24.74 11/11 supplies | 652107        | Shop Supplies & Tools           | N    |
| 13-330-000-0000-6561 |      | 7.69 11/13 additive  | 652404        | Gasoline Diesel And Other Fuels | N    |
| 13-330-000-0000-6575 |      | 16.06 11/18 filters  | 652856        | Machinery Parts                 | N    |
| 13-330-000-0000-6576 |      | 48.18 11/18 supplies | 652858        | Shop Supplies & Tools           | N    |
| 13-330-000-0000-6576 |      | 37.47 11/18 supplies | 652929        | Shop Supplies & Tools           | N    |
| 13-330-000-0000-6576 |      | 17.69 11/25 supplies | 653721        | Shop Supplies & Tools           | N    |
| 13-330-000-0000-6575 |      | 52.98 11/30 parts    | 654070        | Machinery Parts                 | N    |
| 13-330-000-0000-6575 |      | 49.07 11/30 parts    | 654128        | Machinery Parts                 | N    |
| 13-330-000-0000-6575 |      | 193.51 12/1 filters  | 654322        | Machinery Parts                 | N    |
| 13-330-000-0000-6317 |      | 9.66 12/2 bldg maint | 654374        | Building Maintenance            | N    |
| 13-330-000-0000-6576 |      | 80.28 12/3 supplies  | 654533        | Shop Supplies & Tools           | N    |
| 13-330-000-0000-6576 |      | 89.20 12/3 supplies  | 654534        | Shop Supplies & Tools           | N    |
| 13-330-000-0000-6576 |      | 21.69 12/8 supplies  | 655090        | Shop Supplies & Tools           | N    |
| 13-330-000-0000-6576 |      | 8.49 12/8 supplies   | 655091        | Shop Supplies & Tools           | N    |
| 13-330-000-0000-6575 |      | 102.72 12/14 parts   | 655675        | Machinery Parts                 | N    |
| 13-330-000-0000-6576 |      | 21.78 12/14 supplies | 655686        | Shop Supplies & Tools           | N    |

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12/17/20 3:14PM  
13 County Road & Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 29

| 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- 6575        |          | 12/14 parts         | 655708          | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575        |          | 12/14 parts         | 655710          | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6576        |          | 12/15 supplies      | 655842          | Shop Supplies & Tools           | N    |
| 5988   | Preston Auto Parts              | 3,293.19 |                     | 64 Transactions |                                 |      |
| 1067   | Preston Dairy & Farm Assn       |          |                     |                 |                                 |      |
|        | 13- 330- 000- 0000- 6317        | 114.00   | bldg maint          | 213660          | Building Maintenance            | N    |
| 1067   | Preston Dairy & Farm Assn       | 114.00   |                     | 1 Transactions  |                                 |      |
| 303    | Preston Equipment Company       |          |                     |                 |                                 |      |
|        | 13- 330- 000- 0000- 6561        | 168.84   | 11/18 additive      | 01- 101892      | Gasoline Diesel And Other Fuels | N    |
|        | 13- 330- 000- 0000- 6575        | 41.62    | 11/20 parts         | 01- 101971      | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575        | 39.73    | 11/20 parts         | 01- 101972      | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575        | 113.00   | 11/20 parts         | 01- 101973      | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575        | 108.44   | 11/20 parts         | 01- 101974      | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575        | 9.31     | 11/25 parts         | 01- 102141      | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575        | 152.12   | 11/27 parts         | 01- 102241      | Machinery Parts                 | N    |
| 303    | Preston Equipment Company       | 633.06   |                     | 7 Transactions  |                                 |      |
| 3616   | Pro- Stall Auto Glass           |          |                     |                 |                                 |      |
|        | 13- 330- 000- 0000- 6575        | 602.07   | 12/4 parts          | 18848           | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575        | 150.00   | 12/4 labor          | 18848           | Machinery Parts                 | N    |
| 3616   | Pro- Stall Auto Glass           | 752.07   |                     | 2 Transactions  |                                 |      |
| 5753   | RDO Equipment Co                |          |                     |                 |                                 |      |
|        | 13- 330- 000- 0000- 6575        | 745.59   | 11/20 parts         | P9909702        | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575        | 891.44   | 12/14 parts         | P9974302        | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6576        | 66.08    | 12/15 supplies      | P9982802        | Shop Supplies & Tools           | N    |
| 5753   | RDO Equipment Co                | 1,703.11 |                     | 3 Transactions  |                                 |      |
| 1944   | Rochester Ford                  |          |                     |                 |                                 |      |
|        | 13- 330- 000- 0000- 6575        | 231.91   | 12/14 parts         | 17955           | Machinery Parts                 | N    |
| 1944   | Rochester Ford                  | 231.91   |                     | 1 Transactions  |                                 |      |
| 3989   | Ronco Engineering Sales Co, Inc |          |                     |                 |                                 |      |
|        | 13- 330- 000- 0000- 6575        | 285.00   | 10/20 labor         | 3225804         | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575        | 199.03   | 10/20 parts         | 3225804         | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575        | 220.79   | 10/30 parts         | 3226963         | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575        | 475.00   | 10/30 labor         | 3226963         | Machinery Parts                 | N    |

smensink  
12/17/20 3:14PM  
13 County Road & Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 30

| Vendor | Name                                  | Rpt  | Amount   | Warrant Description    | Invoice #     | Account/Formula Description     | 1099 |
|--------|---------------------------------------|------|----------|------------------------|---------------|---------------------------------|------|
| No.    | Account/Formula                       | Accr |          | Service Dates          | Paid On Bhf # | On Behalf of Name               |      |
| 3989   | Ronco Engineering Sales Co, Inc       |      | 1,179.82 | 4 Transactions         |               |                                 |      |
| 5567   | Run Right Power Equipment LLC         |      |          |                        |               |                                 |      |
|        | 13- 330- 000- 0000- 6575              |      | 21.00    | 12/7 labor             | 19653         | Machinery Parts                 | N    |
| 5567   | Run Right Power Equipment LLC         |      | 21.00    | 1 Transactions         |               |                                 |      |
| 97     | Rushford Hardware                     |      |          |                        |               |                                 |      |
|        | 13- 330- 000- 0000- 6576              |      | 123.97   | 11/19 supplies         | E250698       | Shop Supplies & Tools           | N    |
|        | 13- 330- 000- 0000- 6576              |      | 4.99     | 12/2 supplies          | E252153       | Shop Supplies & Tools           | N    |
| 97     | Rushford Hardware                     |      | 128.96   | 2 Transactions         |               |                                 |      |
| 3206   | S & A Petroleum                       |      |          |                        |               |                                 |      |
|        | 13- 330- 000- 0000- 6561              |      | 4.55     | 11/4 fuel              | 199401        | Gasoline Diesel And Other Fuels | N    |
| 3206   | S & A Petroleum                       |      | 4.55     | 1 Transactions         |               |                                 |      |
| 5833   | Spring Valley Ace Hardware            |      |          |                        |               |                                 |      |
|        | 13- 330- 000- 0000- 6576              |      | 4.95     | 11/10 supplies         | B205441       | Shop Supplies & Tools           | N    |
| 5833   | Spring Valley Ace Hardware            |      | 4.95     | 1 Transactions         |               |                                 |      |
| 3634   | Spring Valley Overhead Door Company L |      |          |                        |               |                                 |      |
|        | 13- 330- 000- 0000- 6317              |      | 219.93   | 11/18 bldg maint       | 47439         | Building Maintenance            | N    |
| 3634   | Spring Valley Overhead Door Company L |      | 219.93   | 1 Transactions         |               |                                 |      |
| 7107   | Triangle Auto Supply Inc              |      |          |                        |               |                                 |      |
|        | 13- 330- 000- 0000- 6575              |      | 549.00   | 11/17 parts            | 19995         | Machinery Parts                 | N    |
| 7107   | Triangle Auto Supply Inc              |      | 549.00   | 1 Transactions         |               |                                 |      |
| 6638   | True North Steel, Inc.                |      |          |                        |               |                                 |      |
|        | 13- 330- 000- 0000- 6576              |      | 7,288.09 | 11/10 Canton fuel tank | FS0000010711  | Shop Supplies & Tools           | N    |
|        | 13- 330- 000- 0000- 6576              |      | 300.00   | 11/19 supplies         | FS0000010729  | Shop Supplies & Tools           | N    |
|        | 13- 330- 000- 0000- 6576              |      | 900.00   | 11/19 Canton fuel tank | FSCR00001114  | Shop Supplies & Tools           | N    |
| 6638   | True North Steel, Inc.                |      | 6,688.09 | 3 Transactions         |               |                                 |      |
| 7757   | Universal Truck Equipment Inc         |      |          |                        |               |                                 |      |
|        | 13- 330- 000- 0000- 6575              |      | 1,526.00 | 11/18 parts            | 53563         | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575              |      | 3,123.33 | 11/18 parts            | 53569         | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575              |      | 6,228.30 | 11/23 parts            | 53606         | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575              |      | 3,690.13 | 11/25 parts            | 53628         | Machinery Parts                 | N    |
|        | 13- 330- 000- 0000- 6575              |      | 687.35   | 12/2 parts             | 53667         | Machinery Parts                 | N    |

smensink  
12/17/20 3:14PM  
13 County Road & Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 31

| Vendor | Name                          | Rpt  | Amount    | Warrant Description         | Invoice #     | Account/Formula Descripti         | 1099 |
|--------|-------------------------------|------|-----------|-----------------------------|---------------|-----------------------------------|------|
| No.    | Account/Formula               | Accr |           | Service Dates               | Paid On Bhf # | On Behalf of Name                 |      |
| 7757   | Universal Truck Equipment Inc |      | 15,255.11 | 5 Transactions              |               |                                   |      |
| 4079   | Village Farm & Home           |      |           |                             |               |                                   |      |
|        | 13- 330- 000- 0000- 6576      |      | 5.66      | 11/10 supplies              | 42182         | Shop Supplies & Tools             | N    |
| 4079   | Village Farm & Home           |      | 5.66      | 1 Transactions              |               |                                   |      |
| 6286   | World Fuel Services Inc       |      |           |                             |               |                                   |      |
|        | 13- 330- 000- 0000- 6565      |      | 1,251.00  | 11/23 motor oil             | 117502        | Motor Oil And Lubricants          | N    |
|        | 13- 330- 000- 0000- 6565      |      | 563.05    | 11/5 transmission fluid     | 117502        | Motor Oil And Lubricants          | N    |
| 6286   | World Fuel Services Inc       |      | 1,814.05  | 2 Transactions              |               |                                   |      |
| 450    | Zep Sales & Service           |      |           |                             |               |                                   |      |
|        | 13- 330- 000- 0000- 6576      |      | 102.32    | 11/23 supplies              | 9005744366    | Shop Supplies & Tools             | N    |
| 450    | Zep Sales & Service           |      | 102.32    | 1 Transactions              |               |                                   |      |
| 451    | Ziegler Inc                   |      |           |                             |               |                                   |      |
|        | 13- 330- 000- 0000- 6575      |      | 35.31-    | 10/23 parts                 | PC090037981   | Machinery Parts                   | N    |
|        | 13- 330- 000- 0000- 6575      |      | 86.43-    | 12/5 parts                  | PC090038209   | Machinery Parts                   | N    |
|        | 13- 330- 000- 0000- 6575      |      | 160.51-   | 12/8 pars                   | PC090038217   | Machinery Parts                   | N    |
|        | 13- 330- 000- 0000- 6575      |      | 319.54    | 10/14 parts                 | PC090350815   | Machinery Parts                   | N    |
|        | 13- 330- 000- 0000- 6575      |      | 519.97    | 10/16 parts                 | PC090350876   | Machinery Parts                   | N    |
|        | 13- 330- 000- 0000- 6575      |      | 249.74    | 10/17 parts                 | PC090351012   | Machinery Parts                   | N    |
|        | 13- 330- 000- 0000- 6575      |      | 16.75     | 10/17 parts                 | PC090351013   | Machinery Parts                   | N    |
|        | 13- 330- 000- 0000- 6575      |      | 6.72      | 10/23 parts                 | PC090351372   | Machinery Parts                   | N    |
|        | 13- 330- 000- 0000- 6575      |      | 36.61     | 12/4 parts                  | PC090353580   | Machinery Parts                   | N    |
|        | 13- 330- 000- 0000- 6575      |      | 179.85    | 12/9 parts                  | PC090353870   | Machinery Parts                   | N    |
|        | 13- 330- 000- 0000- 6575      |      | 191.84    | 12/11 parts                 | SW090105628   | Machinery Parts                   | N    |
|        | 13- 330- 000- 0000- 6575      |      | 437.50    | 12/11 labor                 | SW090105628   | Machinery Parts                   | N    |
| 451    | Ziegler Inc                   |      | 1,676.27  | 12 Transactions             |               |                                   |      |
| 330    | DEPT Total:                   |      | 76,942.16 | Equipment Maintenance Shops | 40 Vendors    | 198 Transactions                  |      |
| 340    | DEPT                          |      |           | Local Option Sales Tax      |               |                                   |      |
| 347    | State Of Mn                   |      |           |                             |               |                                   |      |
|        | 13- 340- 000- 0000- 6614      |      | 8,117.08  | 12/14 striping              | 637045        | Local Sales Tax Road Improvements | N    |
| 347    | State Of Mn                   |      | 8,117.08  | 1 Transactions              |               |                                   |      |

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 13 County Road & Bridge

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 32

| Vendor Name |                          | Rpt  | Warrant Description |                        | Invoice #      | Account/Formula Descripti |  | 1099 |
|-------------|--------------------------|------|---------------------|------------------------|----------------|---------------------------|--|------|
| No.         | Account/Formula          | Accr | Amount              | Service Dates          | Paid On Bhf #  | On Behalf of Name         |  |      |
| 340         | DEPT Total:              |      | 8,117.08            | Local Option Sales Tax | 1 Vendors      | 1 Transactions            |  |      |
| 360         | DEPT                     |      |                     | Wheelage Tax           |                |                           |  |      |
| 347         | State Of Mn              |      |                     |                        |                |                           |  |      |
|             | 13- 360- 000- 0000- 6613 |      | 15,554.93           | 12/14 striping         | 637045         | Wheelage Tax Expenses     |  | N    |
| 347         | State Of Mn              |      | 15,554.93           |                        | 1 Transactions |                           |  |      |
| 360         | DEPT Total:              |      | 15,554.93           | Wheelage Tax           | 1 Vendors      | 1 Transactions            |  |      |
| 13          | Fund Total:              |      | 220,069.44          | County Road & Bridge   |                | 258 Transactions          |  |      |

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14 Sanitation Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 33

| 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>            |             |
| 390 DEPT                                   |             |               | Resource Recovery Center   |                      |                                     |             |
| 6150 Cintas Corporation No.2               |             |               |                            |                      |                                     |             |
| 14- 390- 000- 0000- 6377                   |             | 8.92          | Uniforms                   | 4069235395           | Fees And Service Charges            | N           |
|                                            |             |               | 12/04/2020 12/04/2020      |                      |                                     |             |
| 14- 390- 000- 0000- 6377                   |             | 13.24         | Uniforms                   | 4069900835           | Fees And Service Charges            | Y           |
|                                            |             |               | 12/11/2020 12/11/2020      |                      |                                     |             |
| 6150 Cintas Corporation No.2               |             | 22.16         | 2 Transactions             |                      |                                     |             |
| 106 Fillmore Co Treasurer                  |             |               |                            |                      |                                     |             |
| 14- 390- 000- 0000- 6561                   |             | 178.80        | November Diesel            |                      | Gasoline Diesel And Other Fuels     | N           |
|                                            |             |               | 11/01/2020 11/30/2020      |                      |                                     |             |
| 106 Fillmore Co Treasurer                  |             | 178.80        | 1 Transactions             |                      |                                     |             |
| 3206 S & A Petroleum                       |             |               |                            |                      |                                     |             |
| 14- 390- 000- 0000- 6561                   |             | 34.99         | Forklift LP                | 99535                | Gasoline Diesel And Other Fuels     | N           |
|                                            |             |               | 11/10/2020 11/10/2020      |                      |                                     |             |
| 3206 S & A Petroleum                       |             | 34.99         | 1 Transactions             |                      |                                     |             |
| 3634 Spring Valley Overhead Door Company L |             |               |                            |                      |                                     |             |
| 14- 390- 000- 0000- 6311                   |             | 143.45        | Recycling Door Repair      | 47473                | Miscellaneous Repairs And Maintenan | N           |
|                                            |             |               | 12/01/2020 12/01/2020      |                      |                                     |             |
| 3634 Spring Valley Overhead Door Company L |             | 143.45        | 1 Transactions             |                      |                                     |             |
| 3242 Titan Machinery Inc.                  |             |               |                            |                      |                                     |             |
| 14- 390- 000- 0000- 6580                   |             | 1,625.81      | Payloader Maintenance      | 14939015- GS         | Other Repair And Maintenance Suppl  | N           |
|                                            |             |               | 12/07/2020 12/07/2020      |                      |                                     |             |
| 3242 Titan Machinery Inc.                  |             | 1,625.81      | 1 Transactions             |                      |                                     |             |
| 390 DEPT Total:                            |             | 2,005.21      | Resource Recovery Center   | 5 Vendors            | 6 Transactions                      |             |
| 14 Fund Total:                             |             | 2,005.21      | Sanitation Fund            |                      | 6 Transactions                      |             |



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23 County Airport Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 34

| 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 Inc          |          |                             |               |                              |      |
|        | 23- 350- 000- 0000- 6354  | 512.00   | Courtesy Van Liability Ins  | 1316          | Property Liability Insurance | N    |
|        |                           |          | 12/08/2020 12/08/2021       |               |                              |      |
| 4298   | Essig Agency Inc          | 512.00   | 1 Transactions              |               |                              |      |
| 110    | Fillmore Co Treasurer     |          |                             |               |                              |      |
|        | 23- 350- 000- 0000- 6316  | 1,275.00 | 7/15- 7/16 Mowing           |               | Grounds Maintenance          | N    |
|        |                           |          | 07/15/2020 07/16/2020       |               |                              |      |
|        | 23- 350- 000- 0000- 6317  | 160.00   | 11/25 Plowing               |               | Building Maintenance         | N    |
|        |                           |          | 11/25/2020 11/25/2020       |               |                              |      |
| 110    | Fillmore Co Treasurer     | 1,435.00 | 2 Transactions              |               |                              |      |
| 2645   | Myhre/Charles             |          |                             |               |                              |      |
|        | 23- 350- 000- 0000- 6316  | 255.00   | Gopher Trapping             |               | Grounds Maintenance          | Y    |
|        |                           |          | 12/23/2020 12/23/2020       |               |                              |      |
| 2645   | Myhre/Charles             | 255.00   | 1 Transactions              |               |                              |      |
| 1067   | Preston Dairy & Farm Assn |          |                             |               |                              |      |
|        | 23- 350- 000- 0000- 6316  | 17.55    | Giant Destroyer Smoke Bombs | 213609        | Grounds Maintenance          | N    |
|        |                           |          | 11/17/2020 11/17/2020       |               |                              |      |
| 1067   | Preston Dairy & Farm Assn | 17.55    | 1 Transactions              |               |                              |      |
| 350    | DEPT Total:               | 2,219.55 | County Airport              | 4 Vendors     | 5 Transactions               |      |
| 23     | Fund Total:               | 2,219.55 | County Airport Fund         |               | 5 Transactions               |      |

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80 Taxes And Penalties Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 35

|     | Vendor Name  |                                | Rpt  | Amount     | Warrant Description             | Invoice #        | Account/Formula Descripti | 1099 |
|-----|--------------|--------------------------------|------|------------|---------------------------------|------------------|---------------------------|------|
|     | No.          | Account/Formula                | Accr |            | Service Dates                   | Paid On Bhf #    | On Behalf of Name         |      |
| 871 | DEPT         |                                |      |            | Forfeited Tax Sale              |                  |                           |      |
|     | 82133        | Fillmore Co Auditor- Treasurer |      |            |                                 |                  |                           |      |
|     |              | 80- 871- 000- 0000- 6804       |      | 8,000.00   | 2019 Fortfeit Sale- 28.0384.030 |                  | For Other Agencies        | N    |
|     |              |                                |      |            | 12/23/2020 12/23/2020           |                  |                           |      |
|     | 82133        | Fillmore Co Auditor- Treasurer |      | 8,000.00   | 1 Transactions                  |                  |                           |      |
|     | 385          | Forestville Township           |      |            |                                 |                  |                           |      |
|     |              | 80- 871- 000- 0000- 6804       |      | 4,000.00   | 2019 Fortfeit Sale- 28.0384.030 |                  | For Other Agencies        | N    |
|     |              |                                |      |            | 12/23/2020 12/23/2020           |                  |                           |      |
|     | 385          | Forestville Township           |      | 4,000.00   | 1 Transactions                  |                  |                           |      |
|     | 23659        | Kingsland School Dist 2137     |      |            |                                 |                  |                           |      |
|     |              | 80- 871- 000- 0000- 6804       |      | 8,000.00   | 2019 Forfeit Sale- 28.0384.030  |                  | For Other Agencies        | N    |
|     |              |                                |      |            | 12/23/2020 12/23/2020           |                  |                           |      |
|     | 23659        | Kingsland School Dist 2137     |      | 8,000.00   | 1 Transactions                  |                  |                           |      |
| 871 | DEPT Total:  |                                |      | 20,000.00  | Forfeited Tax Sale              | 3 Vendors        | 3 Transactions            |      |
| 80  | Fund Total:  |                                |      | 20,000.00  | Taxes And Penalties Fund        |                  | 3 Transactions            |      |
|     | Final Total: |                                |      | 420,676.86 | 163 Vendors                     | 421 Transactions |                           |      |

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

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Page 36

## Recap by Fund

| <u>Fund</u>      | <u>AMOUNT</u>     | <u>Name</u>              |
|------------------|-------------------|--------------------------|
| 1                | 147,672.66        | County Revenue Fund      |
| 12               | 28,710.00         | INFRA FUND               |
| 13               | 220,069.44        | County Road & Bridge     |
| 14               | 2,005.21          | Sanitation Fund          |
| 23               | 2,219.55          | County Airport Fund      |
| 80               | 20,000.00         | Taxes And Penalties Fund |
| <b>All Funds</b> | <b>420,676.86</b> | <b>Total</b>             |

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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                 |      |
| 7111   | 1st Source Business Supplies<br>01-199-000-0000-6888            |      | 35,721.70 | COVID Supplies-CARES \$<br>12/01/2020 12/01/2020<br>1 Transactions     | 261551-0      | PPE related to COVID              | Y    |
| 7111   | 1st Source Business Supplies                                    |      | 35,721.70 |                                                                        |               |                                   |      |
| 4855   | B&B Olympic Bowl<br>01-251-000-0000-6379                        |      | 3,708.00  | November Board of Prisoners<br>11/01/2020 11/30/2020<br>1 Transactions |               | Board Of Prisoners                | N    |
| 4855   | B&B Olympic Bowl                                                |      | 3,708.00  |                                                                        |               |                                   |      |
| 2584   | CDW Government Inc<br>01-199-000-0000-6889                      |      | 42,989.15 | Squad Technology-CARES \$<br>12/01/2020 12/01/2020<br>1 Transactions   | 6027524       | Technology related to COVID-19    | N    |
| 2584   | CDW Government Inc                                              |      | 42,989.15 |                                                                        |               |                                   |      |
| 3219   | Centurylink<br>01-251-000-0000-6203                             |      | 32.63     | Sheriff Long Distance<br>10/25/2020 11/24/2020<br>1 Transactions       | 171486996     | Telephone                         | N    |
| 3219   | Centurylink                                                     |      | 32.63     |                                                                        |               |                                   |      |
| 85440  | Centurylink<br>01-203-000-0000-6203                             |      | 49.34     | Sheriff Spring Valley Phone<br>11/26/2020 12/25/2020                   | 301264120     | Telephone                         | N    |
|        | 01-251-000-0000-6203                                            |      | 70.50     | Sheriff Phone<br>11/26/2020 12/25/2020<br>2 Transactions               | 406899378     | Telephone                         | N    |
| 85440  | Centurylink                                                     |      | 119.84    |                                                                        |               |                                   |      |
| 407    | City of Whalan<br>01-199-000-0000-6891                          |      | 1,771.28  | City of Whalan CARES \$<br>11/30/2020 11/30/2020<br>1 Transactions     |               | Small Communities Expenditures C. | N    |
| 407    | City of Whalan                                                  |      | 1,771.28  |                                                                        |               |                                   |      |
| 827    | Erickson/Deborah<br>01-149-000-0000-6377                        |      | 1,120.00  | 2020 Mowing at Bucksnot<br>05/06/2020 09/22/2020<br>1 Transactions     | 110720_ERDE   | Fees And Service Charges          | Y    |
| 827    | Erickson/Deborah                                                |      | 1,120.00  |                                                                        |               |                                   |      |
| 109    | Fillmore Soil & Water Conservation Dist<br>01-199-000-0000-6889 |      | 4,500.00  | Upgrade Technology-CARES \$<br>12/01/2020 12/01/2020                   |               | Technology related to COVID-19    | N    |

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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              |      |
| 109    | Fillmore Soil & Water Conservation Dist |      | 4,500.00   | 1 Transactions                 |               |                                |      |
| 6464   | Knowink, LLC                            |      |            |                                |               |                                |      |
|        | 01-062-000-0000-6377                    |      | 6,625.00   | Annual Poll Pad/ePulse License | 6374          | Fees And Service Charges       | N    |
|        |                                         |      |            | 10/01/2020 10/01/2020          |               |                                |      |
| 6464   | Knowink, LLC                            |      | 6,625.00   | 1 Transactions                 |               |                                |      |
| 2545   | Marco,Inc                               |      |            |                                |               |                                |      |
|        | 01-199-000-0000-6889                    |      | 70,249.90  | Boardroom Technology-CARES \$  | 004511        | Technology related to COVID-19 | N    |
|        |                                         |      |            | 12/01/2020 12/01/2020          |               |                                |      |
|        | 01-199-000-0000-6889                    |      | 8,816.29   | Computers - CARES \$           | DINV2182573   | Technology related to COVID-19 | N    |
|        |                                         |      |            | 12/01/2020 12/01/2020          |               |                                |      |
|        | 01-199-000-0000-6889                    |      | 28,245.75  | New Phones - CARES \$          | ORD2185873    | Technology related to COVID-19 | N    |
|        |                                         |      |            | 12/01/2020 12/01/2020          |               |                                |      |
| 2545   | Marco,Inc                               |      | 107,311.94 | 3 Transactions                 |               |                                |      |
| 6094   | MN Energy Resources Corporation         |      |            |                                |               |                                |      |
|        | 01-251-000-0000-6255                    |      | 519.49     | Jail Gas                       | 3096025395    | Gas                            | N    |
|        |                                         |      |            | 11/24/2020 12/23/2020          |               |                                |      |
| 6094   | MN Energy Resources Corporation         |      | 519.49     | 1 Transactions                 |               |                                |      |
| 253    | Morem Electric Inc                      |      |            |                                |               |                                |      |
|        | 01-199-000-0000-6890                    |      | 71,400.00  | 2 Generators CARES \$          | 43810         | Emergency Management Equipment | N    |
|        |                                         |      |            | 12/01/2020 12/01/2020          |               |                                |      |
| 253    | Morem Electric Inc                      |      | 71,400.00  | 1 Transactions                 |               |                                |      |
| 5294   | RELX Inc.DBA LexisNexis                 |      |            |                                |               |                                |      |
|        | 01-091-000-0000-6451                    |      | 396.00     | Oct & NOv Lexis Nexis Subscrip | 3092963556    | Reference Materials            | N    |
|        |                                         |      |            | 10/01/2020 11/30/2020          |               |                                |      |
| 5294   | RELX Inc.DBA LexisNexis                 |      | 396.00     | 1 Transactions                 |               |                                |      |
| 4322   | Selco                                   |      |            |                                |               |                                |      |
|        | 01-506-000-0000-6812                    |      | 59,827.25  | 4th QTR 2020 County Funding    | 048226        | Selco - Walk In                | N    |
|        |                                         |      |            | 10/01/2020 12/31/2020          |               |                                |      |
| 4322   | Selco                                   |      | 59,827.25  | 1 Transactions                 |               |                                |      |
| 437    | Thomson Reuters-West Payment Center     |      |            |                                |               |                                |      |
|        | 01-014-000-0000-6451                    |      | 376.47     | Library Plan Sept 2020         | 843088915     | Reference Materials            | N    |
|        |                                         |      |            | 09/01/2020 09/30/2020          |               |                                |      |

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1 County Revenue Fund

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 4

| Vendor        | Name                                | Rpt  |            |                      |                |               |                                   |      |
|---------------|-------------------------------------|------|------------|----------------------|----------------|---------------|-----------------------------------|------|
| No.           | Account/Formula                     | Accr | Amount     | Warrant Description  | Service Dates  | Invoice #     | Account/Formula Descripti         | 1099 |
|               |                                     |      |            |                      |                | Paid On Bhf # | On Behalf of Name                 |      |
| 437           | Thomson Reuters-West Payment Center |      | 376.47     |                      | 1 Transactions |               |                                   |      |
| 7112          | VERICOR LLC                         |      |            |                      |                |               |                                   |      |
|               | 01-199-000-0000-6890                |      | 3,219.52   | PH Cooler - CARES \$ |                | 7499          | Emergency Management Equipment    | Y    |
|               |                                     |      |            | 11/25/2020           | 11/25/2020     |               |                                   |      |
|               | 01-441-000-0000-6420                |      | 4,324.00   | IVP Grant            |                | 7499          | IVP Grant (01.441.5327)           | Y    |
|               |                                     |      |            | 11/25/2020           | 11/25/2020     |               |                                   |      |
| 7112          | VERICOR LLC                         |      | 7,543.52   |                      | 2 Transactions |               |                                   |      |
| 2357          | Verizon Wireless                    |      |            |                      |                |               |                                   |      |
|               | 01-062-000-0000-6462                |      | 280.07     | Election Jet Packs   |                | 9867760709    | Other Election Supplies           | Y    |
|               |                                     |      |            | 10/25/2020           | 11/24/2020     |               |                                   |      |
|               | 01-202-000-0000-6206                |      | 787.55     | Deputy Cell Phones   |                | 9867760709    | Employee Electronic Device Reimbu | Y    |
|               |                                     |      |            | 10/25/2020           | 11/24/2020     |               |                                   |      |
| 2357          | Verizon Wireless                    |      | 1,067.62   |                      | 2 Transactions |               |                                   |      |
| 1 Fund Total: |                                     |      | 345,029.89 | County Revenue Fund  |                | 17 Vendors    | 22 Transactions                   |      |

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 13 County Road & Bridge

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 5

| Vendor         | Name                                           |      | Rpt        |  | Warrant Description  | Invoice #       | Account/Formula Descripti      | 1099 |
|----------------|------------------------------------------------|------|------------|--|----------------------|-----------------|--------------------------------|------|
| No.            | Account/Formula                                | Accr | Amount     |  | Service Dates        | Paid On Bhf #   | On Behalf of Name              |      |
| 3956           | Icon Constructors, LLC<br>13-320-000-0000-6343 |      | 308,679.78 |  | 605-038 R/C #3       |                 | Regular Construction Contracts | Y    |
|                |                                                |      |            |  | 12/01/2020           | 12/01/2020      |                                |      |
| 3956           | Icon Constructors, LLC                         |      | 308,679.78 |  | 1 Transactions       |                 |                                |      |
| 13 Fund Total: |                                                |      | 308,679.78 |  | County Road & Bridge | 1 Vendors       | 1 Transactions                 |      |
| Final Total:   |                                                |      | 653,709.67 |  | 18 Vendors           | 23 Transactions |                                |      |

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

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Page 6

Recap by Fund

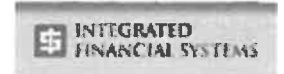
| <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u>          |
|-------------|---------------|----------------------|
| 1           | 345,029.89    | County Revenue Fund  |
| 13          | 308,679.78    | County Road & Bridge |
| All Funds   | 653,709.67    | Total                |

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1 County Revenue Fund

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

| Vendor Name                              | No. | Account/Formula          | Accr | Rpt | Amount   | Warrant Description           | Service Dates         | Invoice #  | Paid On Bhf # | Account/Formula Descripti        | 1099 |
|------------------------------------------|-----|--------------------------|------|-----|----------|-------------------------------|-----------------------|------------|---------------|----------------------------------|------|
| 85440 Centurylink                        |     | 01- 149- 000- 0000- 6203 |      |     | 1,840.45 | Courthouse Phones             | 11/26- 12/25          | 301269347  |               | Telephone                        | N    |
|                                          |     | 01- 102- 000- 0000- 6203 |      |     | 59.12    | 909 Houston St NW Phone       | 11/26/2020 12/25/2020 | 301269931  |               | Telephone                        | N    |
| 85440 Centurylink                        |     |                          |      |     | 1,899.57 |                               | 11/26/2020 12/25/2020 |            |               | 2 Transactions                   |      |
| 5660 De Lage Landen Financial Services   |     | 01- 149- 000- 0000- 6288 |      |     | 1,534.15 | Copier Lease                  | 12/12- 01/11/2021     | 70434784   |               | Copy Machine - Lease             | N    |
|                                          |     |                          |      |     |          |                               | 12/12/2020 01/11/2021 |            |               | 1 Transactions                   |      |
| 5660 De Lage Landen Financial Services   |     |                          |      |     | 1,534.15 |                               |                       |            |               |                                  |      |
| 4441 Independent Emergency Services, LLC |     | 01- 201- 000- 0000- 6310 |      |     | 100.00   | December 911 Services         | 12/01/2020 12/31/2020 | 200- 0223  |               | Contract Repairs And Maintenance | Y    |
|                                          |     |                          |      |     |          |                               | 12/01/2020 12/31/2020 |            |               | 1 Transactions                   |      |
| 4441 Independent Emergency Services, LLC |     |                          |      |     | 100.00   |                               |                       |            |               |                                  |      |
| 6464 Knowink, LLC                        |     | 01- 062- 000- 0000- 6377 |      |     | 330.00   | Data Plan - Election          | 11/30/2020 11/30/2020 | 7016       |               | Fees And Service Charges         | N    |
|                                          |     |                          |      |     |          |                               | 11/30/2020 11/30/2020 |            |               | 1 Transactions                   |      |
| 6464 Knowink, LLC                        |     |                          |      |     | 330.00   |                               |                       |            |               |                                  |      |
| 1479 Loffler Companies, Inc              |     | 01- 149- 000- 0000- 6235 |      |     | 511.16   | Copier Use November 2020      | 11/01/2020 11/30/2020 | 3585685    |               | Copy Machine - Copies BW and Col | N    |
|                                          |     |                          |      |     |          |                               | 11/01/2020 11/30/2020 |            |               | 1 Transactions                   |      |
| 1479 Loffler Companies, Inc              |     |                          |      |     | 511.16   |                               |                       |            |               |                                  |      |
| 6094 MN Energy Resources Corporation     |     | 01- 111- 000- 0000- 6255 |      |     | 1,409.23 | FCOB & Courthouse Natural Gas | 10/20/2020 11/23/2020 | 3099613991 |               | Gas                              | N    |
|                                          |     |                          |      |     |          |                               | 10/20/2020 11/23/2020 |            |               | 1 Transactions                   |      |
| 6094 MN Energy Resources Corporation     |     |                          |      |     | 1,409.23 |                               |                       |            |               |                                  |      |
| 308 Preston Public Utilities             |     | 01- 111- 000- 0000- 6251 |      |     | 4,513.22 | FCOB Utilities                | 10/30/2020 11/25/2020 |            |               | Electricity                      | N    |
|                                          |     | 01- 111- 000- 0000- 6251 |      |     | 2,128.64 | Courthouse Utilities          | 10/28/2020 11/30/2020 |            |               | Electricity                      | N    |
|                                          |     | 01- 251- 000- 0000- 6251 |      |     | 2,071.62 | Jail Utilities                | 10/28/2020 11/30/2020 |            |               | Electricity                      | N    |

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1 County Revenue Fund

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

| Vendor        | <u>Name</u>                    | <u>Rpt</u>  | <u>Amount</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>Service Dates</u>        | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u>         |             |
| 308           | Preston Public Utilities       |             | 8,713.48      |                             | 3 Transactions       |                                  |             |
| 7096          | Treasurer - State of Minnesota |             |               |                             |                      |                                  |             |
|               | 01- 442- 000- 0000- 5452       |             | 14,142.00     | Reissue lost WIC Pmt Refund |                      | Fed - 10.557 WIC Grant           | N           |
|               |                                |             |               | 12/11/2020 12/11/2020       |                      |                                  |             |
| 7096          | Treasurer - State of Minnesota |             | 14,142.00     |                             | 1 Transactions       |                                  |             |
| 1 Fund Total: |                                |             | 28,639.59     | County Revenue Fund         | 8 Vendors            | 11 Transactions                  |             |

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12/9/20 3:18PM  
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                 |
| 4369   | AcenTek                         |      |                     |                   |                           |                                   |
|        | 13- 300- 000- 0000- 6203        |      | 99.09               | 12/1 telephone    | 11738560                  | Telephone N                       |
|        | 13- 300- 000- 0000- 6203        |      | 109.28              | 12/1 telephone    | 11746057                  | Telephone N                       |
| 4369   | AcenTek                         |      | 208.37              | 2 Transactions    |                           |                                   |
| 2208   | Canton City - Hwy dept          |      |                     |                   |                           |                                   |
|        | 13- 330- 000- 0000- 6251        |      | 65.89               | 11/25 utilities   | 127955                    | Electricity N                     |
| 2208   | Canton City - Hwy dept          |      | 65.89               | 1 Transactions    |                           |                                   |
| 3219   | Centurylink                     |      |                     |                   |                           |                                   |
|        | 13- 300- 000- 0000- 6203        |      | 4.38                | 11/24 telephone   | 171492783                 | Telephone N                       |
| 3219   | Centurylink                     |      | 4.38                | 1 Transactions    |                           |                                   |
| 85440  | Centurylink                     |      |                     |                   |                           |                                   |
|        | 13- 300- 000- 0000- 6203        |      | 115.96              | 11/26 telephone   | 301264100                 | Telephone N                       |
|        | 13- 300- 000- 0000- 6203        |      | 206.11              | 11/26 telephone   | 301269901                 | Telephone N                       |
| 85440  | Centurylink                     |      | 322.07              | 2 Transactions    |                           |                                   |
| 288    | City Of Peterson                |      |                     |                   |                           |                                   |
|        | 13- 330- 000- 0000- 6251        |      | 167.58              | 11/30 utilities   | 108A                      | Electricity N                     |
| 288    | City Of Peterson                |      | 167.58              | 1 Transactions    |                           |                                   |
| 7542   | Fillmore Co Treasurer           |      |                     |                   |                           |                                   |
|        | 13- 330- 000- 0000- 6561        |      | 680.58              | 12/9 Nov fuel tax |                           | Gasoline Diesel And Other Fuels N |
| 7542   | Fillmore Co Treasurer           |      | 680.58              | 1 Transactions    |                           |                                   |
| 1829   | Frontier Communications         |      |                     |                   |                           |                                   |
|        | 13- 300- 000- 0000- 6203        |      | 75.46               | 11/22 telephone   | 5079373211                | Telephone N                       |
| 1829   | Frontier Communications         |      | 75.46               | 1 Transactions    |                           |                                   |
| 197    | Kruegel's Inc                   |      |                     |                   |                           |                                   |
|        | 13- 330- 000- 0000- 6255        |      | 316.90              | 12/7 propane      | 45660                     | Gas N                             |
| 197    | Kruegel's Inc                   |      | 316.90              | 1 Transactions    |                           |                                   |
| 6094   | MN Energy Resources Corporation |      |                     |                   |                           |                                   |
|        | 13- 330- 000- 0000- 6255        |      | 416.00              | 11/23 natural gas | 0502458275                | Gas N                             |
|        | 13- 330- 000- 0000- 6255        |      | 640.25              | 11/24 natural gas | 0502625354                | Gas N                             |
|        | 13- 330- 000- 0000- 6255        |      | 306.43              | 11/24 natural gas | 0506251865                | Gas N                             |
| 6094   | MN Energy Resources Corporation |      | 1,362.68            | 3 Transactions    |                           |                                   |

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 12/9/20 3:18PM  
 13 County Road & Bridge

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 5

| Vendor         | Name                           | Accr | Rpt | Amount   | Warrant Description  | Invoice #     | Account/Formula Descripti | 1099 |
|----------------|--------------------------------|------|-----|----------|----------------------|---------------|---------------------------|------|
| No.            | Account/Formula                |      |     |          | Service Dates        | Paid On Bhf # | On Behalf of Name         |      |
| 308            | Preston Public Utilities       |      |     |          |                      |               |                           |      |
|                | 13-330-000-0000-6251           |      |     | 809.97   | 12/7 utilities       | 4458327       | Electricity               | N    |
|                | 13-330-000-0000-6251           |      |     | 43.75    | 12/7 utilities       | 4473A342      | Electricity               | N    |
|                | 13-330-000-0000-6251           |      |     | 894.11   | 12/7 utilities       | 4473B341      | Electricity               | N    |
| 308            | Preston Public Utilities       |      |     | 1,747.83 | 3 Transactions       |               |                           |      |
| 343            | Spring Valley Public Utilities |      |     |          |                      |               |                           |      |
|                | 13-330-000-0000-6251           |      |     | 252.39   | 11/24 utilities      | 1124          | Electricity               | N    |
| 343            | Spring Valley Public Utilities |      |     | 252.39   | 1 Transactions       |               |                           |      |
| 1487           | Waste Management - WI- MN      |      |     |          |                      |               |                           |      |
|                | 13-330-000-0000-6251           |      |     | 74.72    | 12/1 utilities       | 37596353000   | Electricity               | N    |
| 1487           | Waste Management - WI- MN      |      |     | 74.72    | 1 Transactions       |               |                           |      |
| 13 Fund Total: |                                |      |     | 5,278.85 | County Road & Bridge | 12 Vendors    | 18 Transactions           |      |

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 14 Sanitation Fund

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



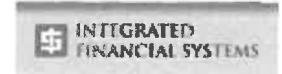
## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 6

| <u>Vendor</u>  | <u>Name</u>              | <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> |
| 85440          | Centurylink              |             |                            |                             |                                  |                          |
|                | 14- 390- 000- 0000- 6203 |             | 145.63                     | RRC November Phone/Internet | 301270054                        | Telephone                |
|                |                          |             |                            | 11/26/2020 12/25/2020       |                                  |                          |
| 85440          | Centurylink              |             | 145.63                     | 1 Transactions              |                                  |                          |
| 308            | Preston Public Utilities |             |                            |                             |                                  |                          |
|                | 14- 390- 000- 0000- 6251 |             | 480.50                     | Transfer Station Utilities  |                                  | Electricity              |
|                |                          |             |                            | 10/28/2020 11/30/2020       |                                  |                          |
| 308            | Preston Public Utilities |             | 480.50                     | 1 Transactions              |                                  |                          |
| 14 Fund Total: |                          |             | 626.13                     | Sanitation Fund             | 2 Vendors                        | 2 Transactions           |

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87 State Revenue And School

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 7

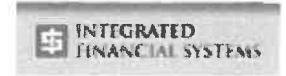
| Vendor         | Name                     |      | Rpt       | Warrant Description           | Invoice #       | Account/Formula Descripti        | 1099 |
|----------------|--------------------------|------|-----------|-------------------------------|-----------------|----------------------------------|------|
| No.            | Account/Formula          | Accr | Amount    | Service Dates                 | Paid On Bhf #   | On Behalf of Name                |      |
| 1859           | MN Department Of Finance |      |           |                               |                 |                                  |      |
|                | 87- 000- 000- 0000- 2100 |      | 1,663.00  | Sept 2020 Vitals              |                 | Due To Other Governmental Agenci | N    |
|                |                          |      |           | 09/01/2020 09/30/2020         |                 |                                  |      |
|                | 87- 000- 000- 0000- 2100 |      | 1,577.00  | October 2020 Vitals           |                 | Due To Other Governmental Agenci | N    |
|                |                          |      |           | 10/01/2020 10/31/2020         |                 |                                  |      |
|                | 87- 000- 000- 0000- 2313 |      | 5,113.50  | Sept 2020 RE Surcharge        |                 | Real Estate Surcharge            | N    |
|                |                          |      |           | 09/01/2020 09/30/2020         |                 |                                  |      |
|                | 87- 000- 000- 0000- 2313 |      | 1,207.50  | Oct 2020 RE Surcharge         |                 | Real Estate Surcharge            | N    |
|                |                          |      |           | 10/01/2020 10/31/2020         |                 |                                  |      |
| 1859           | MN Department Of Finance |      | 9,561.00  | 4 Transactions                |                 |                                  |      |
| 5993           | Mn Dept Of Health        |      |           |                               |                 |                                  |      |
|                | 87- 000- 000- 0000- 2312 |      | 425.00    | Sept 2020 Well Certificates   |                 | Well Management Funds            | N    |
|                |                          |      |           | 09/01/2020 09/30/2020         |                 |                                  |      |
|                | 87- 000- 000- 0000- 2312 |      | 340.00    | Oct 2020 Well Certificates    |                 | Well Management Funds            | N    |
|                |                          |      |           | 10/01/2020 10/31/2020         |                 |                                  |      |
| 5993           | Mn Dept Of Health        |      | 765.00    | 2 Transactions                |                 |                                  |      |
| 87 Fund Total: |                          |      | 10,326.00 | State Revenue And School Fund | 2 Vendors       | 6 Transactions                   |      |
| Final Total:   |                          |      | 44,870.57 | 24 Vendors                    | 37 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           | 28,639.59     | County Revenue Fund           |
| 13          | 5,278.85      | County Road & Bridge          |
| 14          | 626.13        | Sanitation Fund               |
| 87          | 10,326.00     | State Revenue And School Fund |
| All Funds   | 44,870.57     | Total                         |

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1 County Revenue Fund

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

| Vendor        | Name                        | Rpt  | Amount    | Warrant Description          | Invoice #     | Account/Formula Descripti | 1099 |
|---------------|-----------------------------|------|-----------|------------------------------|---------------|---------------------------|------|
| No.           | Account/Formula             | Accr |           | Service Dates                | Paid On Bhf # | On Behalf of Name         |      |
| 6317          | Enterprise Fleet Management |      |           |                              |               |                           |      |
|               | 01- 202- 000- 0000- 6650    |      | 6,419.49  | December Lease Payment       | 2663          | Vehicles Purchased        | N    |
|               |                             |      |           | 12/01/2020 12/31/2020        |               |                           |      |
| 6317          | Enterprise Fleet Management |      | 6,419.49  | 1 Transactions               |               |                           |      |
| 4574          | Hanson/Robert G.            |      |           |                              |               |                           |      |
|               | 01- 125- 000- 0000- 6377    |      | 160.00    | Van Trips to VA Hospital     |               | Fees And Service Charges  | Y    |
|               |                             |      |           | 11/13/2020 11/19/2020        |               |                           |      |
| 4574          | Hanson/Robert G.            |      | 160.00    | 1 Transactions               |               |                           |      |
| 4504          | Laughlin/Ronald D.          |      |           |                              |               |                           |      |
|               | 01- 125- 000- 0000- 6377    |      | 480.00    | Van Trips to VA Hospital     |               | Fees And Service Charges  | Y    |
|               |                             |      |           | 11/03/2020 11/25/2020        |               |                           |      |
| 4504          | Laughlin/Ronald D.          |      | 480.00    | 1 Transactions               |               |                           |      |
| 6676          | Marco - Phones              |      |           |                              |               |                           |      |
|               | 01- 149- 000- 0000- 6203    |      | 3,473.27  | December 2020 Phone Contract | 28330186      | Telephone                 | Y    |
|               |                             |      |           | 12/01/2020 12/31/2020        |               |                           |      |
| 6676          | Marco - Phones              |      | 3,473.27  | 1 Transactions               |               |                           |      |
| 5536          | MiEnergy Cooperative        |      |           |                              |               |                           |      |
|               | 01- 251- 000- 0000- 6251    |      | 113.33    | Jail Electricity             |               | Electricity               | N    |
|               |                             |      |           | 11/01/2020 12/01/2020        |               |                           |      |
| 5536          | MiEnergy Cooperative        |      | 113.33    | 1 Transactions               |               |                           |      |
| 4344          | OFFICE OF MNIT SERVICES     |      |           |                              |               |                           |      |
|               | 01- 149- 000- 0000- 6203    |      | 1,300.00  | November 2020 WAN Services   | DV20110352    | Telephone                 | N    |
|               |                             |      |           | 11/01/2020 11/30/2020        |               |                           |      |
| 4344          | OFFICE OF MNIT SERVICES     |      | 1,300.00  | 1 Transactions               |               |                           |      |
| 1 Fund Total: |                             |      | 11,946.09 | County Revenue Fund          | 6 Vendors     | 6 Transactions            |      |



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12/16/20 2:00PM  
13 County Road & Bridge

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

| Vendor         | <u>Name</u>              | <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>            |
| 5536           | MiEnergy Cooperative     |             |                            |                       |                                  |                                     |
|                | 13- 300- 000- 0000- 6306 |             | 45.68                      | 12/7 electricity      | 302875008                        | Radio Tower Repair & Services N     |
|                | 13- 310- 000- 0000- 6251 |             | 42.00                      | 12/7 electricity      | 302875011                        | Electricity N                       |
|                | 13- 330- 000- 0000- 6251 |             | 207.63                     | 12/7 electricity      | 302875012                        | Electricity N                       |
|                | 13- 330- 000- 0000- 6251 |             | 27.16                      | 12/7 electricity      | 302875013                        | Electricity N                       |
|                | 13- 330- 000- 0000- 6251 |             | 28.62                      | 12/7 electricity      | 333377001                        | Electricity N                       |
|                | 13- 330- 000- 0000- 6251 |             | 114.80                     | 12/7 electricity      | 333377002                        | Electricity N                       |
| 5536           | MiEnergy Cooperative     |             | 465.89                     | 6 Transactions        |                                  |                                     |
| 3388           | Minnowa Construction Inc |             |                            |                       |                                  |                                     |
|                | 13- 340- 000- 0000- 6614 |             | 82,000.67                  | LOST 88927- 102 #1    |                                  | Local Sales Tax Road Improvements N |
|                |                          |             |                            | 12/18/2020 12/18/2020 |                                  |                                     |
| 3388           | Minnowa Construction Inc |             | 82,000.67                  | 1 Transactions        |                                  |                                     |
| 13 Fund Total: |                          |             | 82,466.56                  | County Road & Bridge  | 2 Vendors                        | 7 Transactions                      |

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 12/16/20 2:00PM  
 23 County Airport 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         |      |
| 85440          | Centurylink              |      |        |                               |               |                           |      |
|                | 23- 350- 000- 0000- 6203 |      | 132.95 | Telephone 11/26/20 - 12/25/20 | 301269537     | Telephone                 | N    |
|                |                          |      |        | 11/26/2020 12/25/2020         |               |                           |      |
|                | 23- 350- 000- 0000- 6203 |      | 58.86  | Telephone 11/26/20 - 12/25/20 | 301269908     | Telephone                 | N    |
|                |                          |      |        | 11/26/2020 12/25/2020         |               |                           |      |
| 85440          | Centurylink              |      | 191.81 | 2 Transactions                |               |                           |      |
| 5536           | MiEnergy Cooperative     |      |        |                               |               |                           |      |
|                | 23- 350- 000- 0000- 6251 |      | 460.86 | Electricity 11/1/20 - 12/1/20 |               | Electricity               | N    |
|                |                          |      |        | 11/01/2020 12/01/2020         |               |                           |      |
|                | 23- 350- 000- 0000- 6251 |      | 45.68  | Electricity 11/1/20 - 12/1/20 |               | Electricity               | N    |
|                |                          |      |        | 11/01/2020 12/01/2020         |               |                           |      |
| 5536           | MiEnergy Cooperative     |      | 506.54 | 2 Transactions                |               |                           |      |
| 23 Fund Total: |                          |      | 698.35 | County Airport Fund           | 2 Vendors     | 4 Transactions            |      |

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 12/16/20 2:00PM  
 73 Greenleafton Septic Projec

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 5

| Vendor         | <u>Name</u>              | <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> |
| 5536           | MiEnergy Cooperative     |             |                            |                              |                                  |                          |
|                | 73- 611- 000- 0000- 6251 |             | 294.25                     | Greenleafton Treatment Plant | Electricity                      | N                        |
|                |                          |             |                            | 11/01/2020 12/01/2020        |                                  |                          |
|                | 73- 611- 000- 0000- 6251 |             | 51.37                      | Greenleafton Plant Grinder   | Electricity                      | N                        |
|                |                          |             |                            | 11/01/2020 12/01/2020        |                                  |                          |
| 5536           | MiEnergy Cooperative     |             | 345.62                     | 2 Transactions               |                                  |                          |
| 73 Fund Total: |                          |             | 345.62                     | Greenleafton Septic Project  | 1 Vendors                        | 2 Transactions           |

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 12/16/20 2:00PM  
 87 State Revenue And School

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



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 6

| <u>Vendor Name</u>         | <u>Rpt</u>  | <u>Warrant Description</u> | <u>Invoice #</u>              | <u>Account/Formula Descripti</u> | <u>1099</u>               |
|----------------------------|-------------|----------------------------|-------------------------------|----------------------------------|---------------------------|
| <u>No. Account/Formula</u> | <u>Accr</u> | <u>Amount</u>              | <u>Service Dates</u>          | <u>Paid On Bhf #</u>             | <u>On Behalf of Name</u>  |
| 110 Fillmore Co Treasurer  |             |                            |                               |                                  |                           |
| 87- 000- 000- 0000- 2470   |             | 23,673.92                  | November 2020 Mortgage Tax    |                                  | Mortgage Reg Tax- State N |
|                            |             |                            | 11/01/2020 11/30/2020         |                                  |                           |
| 87- 000- 000- 0000- 2471   |             | 29,381.46                  | November 2020 Deed Tax        |                                  | State Deed Tax- State N   |
|                            |             |                            | 11/01/2020 11/30/2020         |                                  |                           |
| 110 Fillmore Co Treasurer  |             | 53,055.38                  | 2 Transactions                |                                  |                           |
| 87 Fund Total:             |             | 53,055.38                  | State Revenue And School Fund | 1 Vendors                        | 2 Transactions            |
| Final Total:               |             | 148,512.00                 | 12 Vendors                    | 21 Transactions                  |                           |

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

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Page 7

**Recap by Fund**

| <u>Fund</u>      | <u>AMOUNT</u>     | <u>Name</u>                   |
|------------------|-------------------|-------------------------------|
| 1                | 11,946.09         | County Revenue Fund           |
| 13               | 82,466.56         | County Road & Bridge          |
| 23               | 698.35            | County Airport Fund           |
| 73               | 345.62            | Greenleafon Septic Project    |
| 87               | 53,055.38         | State Revenue And School Fund |
| <b>All Funds</b> | <b>148,512.00</b> | <b>Total</b>                  |

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 12/9/20 11:26AM  
 1 County Revenue Fund

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

| <u>Vendor</u> | <u>Name</u>                            | <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>           |
| 2             | 7114 State of MN/Department of Revenue |             | 388,534.37                 | CARES return to State      |                                  | CARES - General Funds for COVID- N |
|               | 01- 199- 000- 0000- 5480               |             |                            | 12/09/2020 12/09/2020      |                                  |                                    |
| 1             | 01- 199- 000- 0000- 5483               |             | 68,535.17                  | City CARES return to State |                                  | CARES - CITY/TOWNSHIP Returned N   |
|               |                                        |             |                            | 12/09/2020 12/09/2020      |                                  |                                    |
|               | 7114 State of MN/Department of Revenue |             | 457,069.54                 | 2 Transactions             |                                  |                                    |
| 1 Fund Total: |                                        |             | 457,069.54                 | County Revenue Fund        | 1 Vendors                        | 2 Transactions                     |
| Final Total:  |                                        |             | 457,069.54                 | 1 Vendors                  | 2 Transactions                   |                                    |

laffeldt  
12/9/20

11:26AM

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

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Page 3

## Recap by Fund

| <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u>         |
|-------------|---------------|---------------------|
| 1           | 457,069.54    | County Revenue Fund |
| All Funds   | 457,069.54    | Total               |

Approved by, .....

.....

.....

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/22/2020      Amount of time requested (minutes): 10

Dept.: Fillmore County Public Health      Prepared By: Jessica Erickson, DON

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):  
No

1. COVID-19 update

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)



# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/22/2020

Amount of time requested (minutes): 15 minutes

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. Consider approving the purchase of two tandem trucks with snow plow equipment.  
These two tandem trucks are budgeted in year 2021.

## **Airport Department**

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

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.**

# 2021 Snow Plow Trucks And Equipment

DOT Contract# 126649

2021 Mack Granite 64FR

Nuss Truck and Equipment \$131,291.00

Trade - \$25,000.00

Total \$106,291.00

X2 \$212,582.00

Tax and license \$13,817.83

Total \$226,639.83

DOT Contract# 167114

Snowplow Equipment

Universal Truck Equipment \$101,843.00

X2 \$203,686.00

Tax and License included

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/22/2020

Amount of time requested (minutes):

5

Dept.: Zoning

Prepared By:

Kristi Ruesink

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):

Consider resolution for Conditional Use Permit application for a Cemetery by  
Dominic Crawford and Caleb Short, Fountain Township

Consider resolution for a Conditional Use Permit application for a used car lot by  
Caleb Benson, Newburg Township

Consider resolution for a Conditional Use Permit application for a Cemetery by John  
& Arlene Gingerich, Spring Valley Township

All requests for County Board agenda must be in the Coordinator's office **No later than noon Wednesday 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)

**RESOLUTION**

**FILLMORE COUNTY BOARD OF COMMISSIONERS**

**Preston, Minnesota 55965**

Date December 22, 2020 Resolution No. 2020-XXX

Motion by Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

**WHEREAS;** Caleb Benson of P.O. Box 67, Mabel, MN 55954, has petitioned for a Conditional Use Permit for a Used Car Sales Lot on his property, located in the NW ¼ of the NE ¼ and NE ¼ of the NE ¼ of Section 27 Newburg Township; and

**WHEREAS;** the Fillmore County Planning Commission has taken testimony on this petition at a Public Hearing held on December 17, 2020; and

**WHEREAS;** the Fillmore County Planning Commission has voted unanimously to recommend that this petition be approved.

**NOW THEREFORE BE IT RESOLVED;** that the Fillmore County Board of Commissioners hereby approve the Conditional Use Permit for a Used Car Sales Lot request by Caleb Benson of P.O. Box 67, Mabel, MN 55954, on his property, located in the NW ¼ of the NE ¼ and NE ¼ of the NE ¼ of Section 27 Newburg Township.

**VOTING AYE**

Commissioners      Prestby ☐      Dahl ☐      Bakke ☐      Hindt ☐      Lentz ☐

**VOTING NAY**

Commissioners      Prestby ☐      Dahl ☐      Bakke ☐      Hindt ☐      Lentz ☐

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STATE OF MINNESOTA  
COUNTY OF FILLMORE

I, Bobbie Hillery, 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 22<sup>nd</sup> day of December, 2020.

Witness my hand and official seal at Preston, Minnesota the 22<sup>nd</sup> day of December, 2020.

SEAL

Bobbie Hillery, Administrator/Clerk  
Fillmore County Board of Commissioners

# FILLMORE COUNTY PLANNING COMMISSION

## Criteria for Granting a Conditional Use Permit

In the matter of Caleb Benson, Used Car Sales Lot Conditional Use Permit

Date: December 18, 2020

1. Will the Car Lot create an excessive burden on existing parks, schools, streets and other public facilities and utilities that serve or are proposed to serve the area?

**The Fillmore County Planning Commission finds that:**

This Car Lot would not create an excessive burden on existing infrastructure since there is already development in the area and will not be contradictory to that existing development.

2. Will the use will be sufficiently compatible or separated by distance or screening from adjacent agricultural or residentially zoned or used land so that existing properties will not be depreciated in value and there will be no deterrence to the development of vacant land?

**The Fillmore County Planning Commission finds that:**

The use is compatible with other uses in the area and will not affect neighboring properties.

3. Will the structures and site have an appearance that will not have an adverse effect upon adjacent properties?

**The Fillmore County Planning Commission finds that:**

The Car Lot will not adversely affect adjacent properties and will be similar in aesthetics.

4. In the opinion of the Planning Commission, is the use of the property reasonably related to the overall needs of the County and to the existing land use?

**The Fillmore County Planning Commission finds that:**

The Car Lot does meet a need in the county.

5. Is the use consistent with the purpose of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use?

**The Fillmore County Planning Commission finds that:**

The Car Lot is consistent with the Zoning Ordinance.

6. Will the proposed use cause traffic hazard or congestion?

**The Fillmore County Planning Commission finds that:**

The Car Lot will not cause any traffic hazard or congestion.

7. Will existing businesses nearby be adversely affected because of curtailment of customer trade brought about by intrusion of noise, glare, vibration or other nuisance?

**The Fillmore County Planning Commission finds that:**

Existing nearby businesses will not be adversely affected.

8. Will adequate utilities, access roads, drainage and necessary facilities be provided?

**The Fillmore County Planning Commission finds that:**

The owner has complied with these conditions.

9. If the Car Lot is within the shore land area of public water, an evaluation of the water body and the topographic, vegetative, and soils conditions on the site must be made to ensure:

- a. the prevention of soil erosion and other possible pollution of public waters, both during and after construction; and
- b. the visibility of structures and other facilities as viewed from public waters is limited; and
- c. the site is adequate for water supply and onsite sewage treatment.

**The Fillmore County Planning Commission finds that:**

The Car Lot is not in a Shore land area.

10. No Conditional Use Permit shall be granted if such permit may have the potential for significant effect to:
  - a. the environment; or
  - b. the protection of the public health, safety, comfort, convenience, and general welfare of the public; or
  - c. the County's promotion of the orderly development and/or maintenance of agricultural, residential, and public areas; or
  - d. the compatibility of different land uses and the most appropriate use of land throughout the county; or
  - e. the value of property.

**The Fillmore County Planning Commission finds that:**

This Car Lot will not have an adverse effect on the environment. It will protect the public, provide for orderly development, be compatible with different land uses in the area and will not affect the value of property in the area.

**RESOLUTION**

**FILLMORE COUNTY BOARD OF COMMISSIONERS**

**Preston, Minnesota 55965**

Date December 22, 2020 Resolution No. 2020-XXX

Motion by Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

**WHEREAS;** Dominic Crawford and Caleb Short of 24020 County 117, Preston, MN 55965, have applied for a Conditional Use Permit for a Cemetery on their property, located in the SE ¼ of the NE ¼ of Section 32, Fountain Township; and

**WHEREAS;** the Fillmore County Planning Commission has taken testimony on this petition at a Public Hearing held on December 17, 2020; and

**WHEREAS;** the Fillmore County Planning Commission has voted unanimously to recommend that this petition be approved.

**NOW THEREFORE BE IT RESOLVED;** that the Fillmore County Board of Commissioners hereby approve the Conditional Use Permit for a Cemetery by Domanic Crawford and Caleb Short on their property, located in the SE ¼ of the NE ¼ of Section 32, Fountain Township, with the following conditions:

1. The applicant must complete a survey outlining the boundaries of the cemetery.
2. The survey must be recorded at the County Recorder's Office.
3. During operation of the private cemetery, there must be a continuing plat which is maintained and which defines the name and location of all burials. In the event of the sale or transfer of this parcel, the plat and location of the plots shall be recorded to the deed of the property so that the records will be accessible to the buyer and successors.
4. Applicants must maintain proper access to the private cemetery so that vaults, caskets, and other items can be transported to the private cemetery for maintenance and burials in accordance with Minnesota law.
5. The cemetery must comply with all State and Federal laws/regulations regarding burials.
6. Access to the cemetery must be granted as requested by Fillmore County or their designee(s) to ensure compliance with the Conditional Use Permit.

**VOTING AYE**

Commissioners      Prestby ☐      Dahl ☐      Bakke ☐      Hindt ☐      Lentz ☐

**VOTING NAY**

Commissioners      Prestby ☐      Dahl ☐      Bakke ☐      Hindt ☐      Lentz ☐

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STATE OF MINNESOTA  
COUNTY OF FILLMORE

I, Bobbie Hillery, 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 22<sup>nd</sup> day of December, 2020.

Witness my hand and official seal at Preston, Minnesota the 22<sup>nd</sup> day of December, 2020.

SEAL

Bobbie Hillery, Administrator/Clerk  
Fillmore County Board of Commissioners

# FILLMORE COUNTY PLANNING COMMISSION

## Criteria for Granting a Conditional Use Permit

In the matter of Dominic Crawford and Caleb Short Cemetery Conditional Use Permit

Date: December 18, 2020

1. Will the Cemetery create an excessive burden on existing parks, schools, streets and other public facilities and utilities that serve or are proposed to serve the area?

**The Fillmore County Planning Commission finds that:**

This Cemetery would not create an excessive burden on existing infrastructure since there is already development in the area and will not be contradictory to that existing development.

2. Will the use will be sufficiently compatible or separated by distance or screening from adjacent agricultural or residentially zoned or used land so that existing properties will not be depreciated in value and there will be no deterrence to the development of vacant land?

**The Fillmore County Planning Commission finds that:**

The use will not affect neighboring properties.

3. Will the structures and site have an appearance that will not have an adverse effect upon adjacent properties?

**The Fillmore County Planning Commission finds that:**

The Cemetery will not adversely affect adjacent properties and will be similar in aesthetics.

4. In the opinion of the Planning Commission, is the use of the property reasonably related to the overall needs of the County and to the existing land use?

**The Fillmore County Planning Commission finds that:**

The Cemetery does meet a need in the county.

5. Is the use consistent with the purpose of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use?

**The Fillmore County Planning Commission finds that:**

The Cemetery is consistent with the Zoning Ordinance.

6. Will the proposed use cause traffic hazard or congestion?

**The Fillmore County Planning Commission finds that:**

The Cemetery will not cause any traffic hazard or congestion.

7. Will existing businesses nearby be adversely affected because of curtailment of customer trade brought about by intrusion of noise, glare, vibration or other nuisance?

**The Fillmore County Planning Commission finds that:**

There are no existing nearby businesses so there will be no adverse effects.

8. Will adequate utilities, access roads, drainage and necessary facilities be provided?

**The Fillmore County Planning Commission finds that:**

The owner has complied with these conditions.

9. If the Cemetery is within the shore land area of public water, an evaluation of the water body and the topographic, vegetative, and soils conditions on the site must be made to ensure:

- a. the prevention of soil erosion and other possible pollution of public waters, both during and after construction; and
- b. the visibility of structures and other facilities as viewed from public waters is limited; and
- c. the site is adequate for water supply and onsite sewage treatment.

**The Fillmore County Planning Commission finds that:**

The Cemetery is not in a Shore land area.



10. No Conditional Use Permit shall be granted if such permit may have the potential for significant effect to:
- a. the environment; or
  - b. the protection of the public health, safety, comfort, convenience, and general welfare of the public; or
  - c. the County's promotion of the orderly development and/or maintenance of agricultural, residential, and public areas; or
  - d. the compatibility of different land uses and the most appropriate use of land throughout the county; or
  - e. the value of property.

**The Fillmore County Planning Commission finds that:**

This Cemetery will not have an adverse effect on the environment. It will protect the public, provide for orderly development, be compatible with different land uses in the area and will not affect the value of property in the area.

**The Fillmore County Board of Commissioners finds that:**

The below conditions were imposed.

Based on the findings above, the Fillmore County Board of Commissioners hereby votes to recommend approval of the Conditional Use Permit as submitted by Domanic Crawford and Caleb Short with the following conditions:

1. The applicant must complete a survey outlining the boundaries of the cemetery.
2. The survey must be recorded at the County Recorder's Office.
3. During operation of the private cemetery, there must be a continuing plat which is maintained and which defines the name and location of all burials. In the event of the sale or transfer of this parcel, the plat and location of the plots shall be recorded to the deed of the property so that the records will be accessible to the buyer and successors.
4. Applicants must maintain proper access to the private cemetery so that vaults, caskets, and other items can be transported to the private cemetery for maintenance and burials in accordance with Minnesota law.
5. The cemetery must comply with all State and Federal laws/regulations regarding burials.
6. Access to the cemetery must be granted as requested by Fillmore County or their designee(s) to ensure compliance with the Conditional Use Permit.

**RESOLUTION**

**FILLMORE COUNTY BOARD OF COMMISSIONERS  
Preston, Minnesota 55965**

Date December 22, 2020 Resolution No. 2020-XXX

Motion by Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

**WHEREAS;** John & Arlene Gingerich of 12632 Quilt Road, Spring Valley, MN 55975 have applied for a Conditional Use Permit for a Cemetery on their property located in the SW ¼ of the NE ¼ of Section 9, Spring Valley Township; and

**WHEREAS;** the Fillmore County Planning Commission has taken testimony on this petition at a Public Hearing held on December 17, 2020; and

**WHEREAS;** the Fillmore County Planning Commission has voted unanimously to recommend that this petition be approved.

**NOW THEREFORE BE IT RESOLVED;** that the Fillmore County Board of Commissioners hereby approve the Conditional Use Permit for a Cemetery by John & Arlene Gingerich on their property, located in the SW ¼ of the NE ¼ of Section 9, Spring Valley Township, with the following conditions:

1. The applicant must complete a survey outlining the boundaries of the cemetery.
2. The survey must be recorded at the County Recorder's Office.
3. During operation of the private cemetery, there must be a continuing plat which is maintained and which defines the name and location of all burials. In the event of the sale or transfer of this parcel, the plat and location of the plots shall be recorded to the deed of the property so that the records will be accessible to the buyer and successors.
4. Applicants must maintain proper access to the private cemetery so that vaults, caskets, and other items can be transported to the private cemetery for maintenance and burials in accordance with Minnesota law.
5. The cemetery must comply with all State and Federal laws/regulations regarding burials.
6. Access to the cemetery must be granted as requested by Fillmore County or their designee(s) to ensure compliance with the Conditional Use Permit.

**VOTING AYE**

Commissioners      Prestby ☐      Dahl ☐      Bakke ☐      Hindt ☐      Lentz ☐

**VOTING NAY**

Commissioners      Prestby ☐      Dahl ☐      Bakke ☐      Hindt ☐      Lentz ☐

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STATE OF MINNESOTA  
COUNTY OF FILLMORE

I, Bobbie Hillery, 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 22<sup>nd</sup> day of December, 2020.

Witness my hand and official seal at Preston, Minnesota the 22<sup>nd</sup> day of December, 2020.

SEAL

Bobbie Hillery, Administrator/Clerk  
Fillmore County Board of Commissioners

# FILLMORE COUNTY PLANNING COMMISSION

## Criteria for Granting a Conditional Use Permit

In the matter of John & Arlene Gingerich Cemetery Conditional Use Permit

Date: December 18, 2020

1. Will the Cemetery create an excessive burden on existing parks, schools, streets and other public facilities and utilities that serve or are proposed to serve the area?

**The Fillmore County Planning Commission finds that:**

This Cemetery would not create an excessive burden on existing infrastructure since there is already development in the area and will not be contradictory to that existing development.

2. Will the use will be sufficiently compatible or separated by distance or screening from adjacent agricultural or residentially zoned or used land so that existing properties will not be depreciated in value and there will be no deterrence to the development of vacant land?

**The Fillmore County Planning Commission finds that:**

The use will not affect neighboring properties.

3. Will the structures and site have an appearance that will not have an adverse effect upon adjacent properties?

**The Fillmore County Planning Commission finds that:**

The Cemetery will not adversely affect adjacent properties and will be similar in aesthetics.

4. In the opinion of the Planning Commission, is the use of the property reasonably related to the overall needs of the County and to the existing land use?

**The Fillmore County Planning Commission finds that:**

The Cemetery does meet a need in the county.

5. Is the use consistent with the purpose of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use?

**The Fillmore County Planning Commission finds that:**

The Cemetery is consistent with the Zoning Ordinance.

6. Will the proposed use cause traffic hazard or congestion?

**The Fillmore County Planning Commission finds that:**

The Cemetery will not cause any traffic hazard or congestion.

7. Will existing businesses nearby be adversely affected because of curtailment of customer trade brought about by intrusion of noise, glare, vibration or other nuisance?

**The Fillmore County Planning Commission finds that:**

There are no existing nearby businesses so there will be no adverse effects.

8. Will adequate utilities, access roads, drainage and necessary facilities be provided?

**The Fillmore County Planning Commission finds that:**

The owner has complied with these conditions.

9. If the Cemetery is within the shore land area of public water, an evaluation of the water body and the topographic, vegetative, and soils conditions on the site must be made to ensure:

- a. the prevention of soil erosion and other possible pollution of public waters, both during and after construction; and
- b. the visibility of structures and other facilities as viewed from public waters is limited; and
- c. the site is adequate for water supply and onsite sewage treatment.

**The Fillmore County Planning Commission finds that:**

The Cemetery is not in a Shore land area.

10. No Conditional Use Permit shall be granted if such permit may have the potential for significant effect to:
- a. the environment; or
  - b. the protection of the public health, safety, comfort, convenience, and general welfare of the public; or
  - c. the County's promotion of the orderly development and/or maintenance of agricultural, residential, and public areas; or
  - d. the compatibility of different land uses and the most appropriate use of land throughout the county; or
  - e. the value of property.

**The Fillmore County Planning Commission finds that:**

This Cemetery will not have an adverse effect on the environment. It will protect the public, provide for orderly development, be compatible with different land uses in the area and will not affect the value of property in the area.

**The Fillmore County Board of Commissioners finds that:**

The below conditions were imposed.

Based on the findings above, the Fillmore County Board of Commissioners hereby votes to recommend approval of the Conditional Use Permit as submitted by John & Arlene Gingerich with the following conditions:

1. The applicant must complete a survey outlining the boundaries of the cemetery.
2. The survey must be recorded at the County Recorder's Office.
3. During operation of the private cemetery, there must be a continuing plat which is maintained and which defines the name and location of all burials. In the event of the sale or transfer of this parcel, the plat and location of the plots shall be recorded to the deed of the property so that the records will be accessible to the buyer and successors.
4. Applicants must maintain proper access to the private cemetery so that vaults, caskets, and other items can be transported to the private cemetery for maintenance and burials in accordance with Minnesota law.
5. The cemetery must comply with all State and Federal laws/regulations regarding burials.
6. Access to the cemetery must be granted as requested by Fillmore County or their designee(s) to ensure compliance with the Conditional Use Permit.

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/22/2020      Amount of time requested (minutes): 10

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):

2021 Sheriff and Chief Deputy salary request

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)

## 2021 Sheriff and Chief Deputy Salary Request

As we did the previous year, in order to simplify the process of setting salaries for the Sheriff and Chief Deputy, I would like to propose that both salaries be discussed and set for 2021 at the same meeting. I would also ask that when the county board reviews the goals and accomplishments listed below, they consider those to reflect on both the Sheriff, and the Chief Deputy. None of the items listed would be possible to accomplish without significant involvement of both individuals. I have included in this packet a list of some of our accomplishments from the past year, and the goals set forth for calendar year 2021.

### Accomplishments for calendar year 2020:

- Formed a committee to conduct a jail needs study in order to address the shortcomings of the Fillmore County Jail. The study was paused at the onset of COVID-19, but has been re-started and progress has been made with the assignments of members to community outreach groups, study groups and data collection.
- Trained and certified a second deputy as a DARE instructor to help teach additional classes in school, a boost to our DARE program in the period before schools closed due to COVID-19. This will allow us to continue our plan of having a fall 4<sup>th</sup> grade DARE class in addition to the traditional spring 6<sup>th</sup> grade program.
- Trained and certified our two Patrol Sergeants in Alerrt Aair training, a course which certifies them as instructors to teach multi-agency tactical response to active shooter events. The intent of this training is for the Fillmore County Sheriff's Office to conduct live training exercises with local police departments, fire departments, and EMS.
- Worked towards completing my Emergency Manager's Certificate by completing the available online training courses. Required in-person courses were cancelled due to the COVID-19 pandemic.
- Updated the joint public safety service contract with Mabel, Canton and Harmony to include Fillmore County owning the squad cars with the cost of ownership and operation built into the contract cost for the cities. This simplifies the contracts and provides logistical advantages to the Sheriff's Office. The same contract change was discussed with the City of Spring Valley, who decided to re-visit the issue in 2021.

- Continued Leadership Training for Sheriff's Office staff, with Sergeant Betts nearing graduation of BCA Supervision and Management Training Program.
- Worked to ensure a proper response to the COVID-19 pandemic. Many other Sheriff's Offices closed their doors to the public and stopped processing gun permit applications, and other services. We never closed our doors and never stopped processing permits to purchase or carry, ensuring that we stayed within the mandated processing times for applications, and ensuring that we never ended up with a back-log of permits to process. We did this by instituting a system between our Account Technician, the Sheriff and Chief Deputy to scan in and process all applications and send to our Account Technician while she worked from home, allowing the processes to continue with no interruptions.
- As the Sheriff's Office operates 24 hours a day, 7 days per week, we never closed our offices, and nearly all of our employees had to stay out in the field rather than work from home. We have balanced protecting people's rights with ensuring public safety and continuing to enforce the law. By taking the pandemic seriously, and using safety protocols recommended by our Public Health, our Deputies, Dispatchers and Jailers have remained on the job with a very small percentage of positive tests among our staff, and no serious effects.

Goals for calendar year 2021:

- Continue to work collaboratively with Fillmore County Public Health, and other County Departments to ensure a proper response to the COVID-19 pandemic. Assist Public Health however necessary to ensure the safe distribution of a vaccine when it becomes available.
- Complete and present a needs assessment for the Fillmore County Jail to the county board.
- Establish periodic fire chief meetings between Sheriff's Office command staff and local fire departments to discuss training, service boundaries, and interoperability.
- Conduct multi-disciplinary training with law enforcement, fire departments, and ambulance services.
- Continue BCA Leadership training curriculum for Jail Administrator and Patrol Sergeant, which will complete BCA Supervision and Management Training for all Sheriff's Office Command Staff.
- Continue working towards my Emergency Manager's Certificate when in-person trainings resume and are available.



During last year's elected official's conference with the county board, the Board Chair discussed whether we should eliminate the language for the "Emergency Management Stipend" that the Sheriff receives, and simply make it part of the Sheriff's salary. I agree with this request and ask that this change be made going forward beginning in 2021. This does not change the funding source for the Sheriff's salary, and does not change the Sheriff's responsibility as the Assistant Emergency Manager. Therefore, I will make a simple salary request for 2021 and will not include a stipend for emergency management.

For 2020, the County Board set the Sheriff and Chief Deputy salaries at 95% of the expected average for comparison counties.

For 2021, I respectfully request that the Sheriff salary be set at \$110,205. This would be a 2% increase from the 2020 salary.

For 2021, I respectfully request that the Chief Deputy salary be set at \$94,566. This would also be a 2% increase from the 2020 salary.

Thank you for your consideration,

Sheriff John DeGeorge

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/22/2020      Amount of time requested (minutes): 20  
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 2021 Purchase of Services Order with Families Service Rochester.
2. Consider approval of 2021 Purchase of Service Agreement with Hiawatha Valley Mental Health.
3. Consider approval of 2021 Purchase of Service Agreements with Zumbro Valley Health Center.
4. Consider approval of 2021 Purchase of Service Agreement with Work Force Development Inc.

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)

## 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 **Family Service Rochester, Inc.** ("Provider") for the period of **January 1, 2021 through December 31, 2021.**

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.

**FAMILY SERVICE ROCHESTER, INC.**

By:   
Name: Scott Maloney  
Title: Executive Director  
Date: 12-16-2020

**COUNTY OF FILLMORE**

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

## PURCHASE OF SERVICE AGREEMENT

The Fillmore County Board of Commissioners, 101 Fillmore Street, Preston, MN 55965 (Fillmore County), through its local social services agency, the Community Services Department hereafter referred to as the "County", and **Family Service Rochester, Incorporated**, 4600 18<sup>th</sup> Avenue NW, Rochester, MN 55901, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2021 to December 31, 2021, 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, Fillmore County, pursuant to MN Statutes, section 373.01, 373.02, 245.465 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;

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

Contracted Family Engagement Strategies

- b. Purchased Services will be provided at Family Service Rochester, 4600 18<sup>th</sup> Avenue NW, Rochester, MN 55901 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 service 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 Community Services Department, Contract Management Services 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 Purchased 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.
  - f. The Provider shall, within thirty (30) days, notify the Community Service Department, whenever it is unable to, or going to be unable to provide the required quality or quantity of Purchased Services. Upon such notification, Fillmore County and Provider shall determine whether such inability will require a modification or cancellation of the contract.
  - g. 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. 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 service plan developed for the individual client in collaboration with the client's case manager.
- b. Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the service plan.
- 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 service plans.

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 260E. **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 Family Service Rochester, 4600 18<sup>th</sup> Avenue NW, Rochester, MN 55901, 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 Agreement term.
  - ☒ 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 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.

#### 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: Scott Maloney  
Family Service Rochester, Executive Director  
4600 18<sup>th</sup> Avenue NW  
Rochester, MN 55901  
[smaloney@familyservicerochester.org](mailto:smaloney@familyservicerochester.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, Chapter 260E.
- 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 date 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(a)(4) shall be Scott Maloney.
- 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** 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 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.

16. 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.

17. 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.

18. 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 18 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

19. 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 governmental County or agency; and
  - 2) Have not within 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 or contract;
    - 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, theft, forgery, bribery, falsification or destruction of records, 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.

20. 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.

21. 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

22. 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.

23. 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.

24. 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 24(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 24(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.
25. 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 24(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 Community Services 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.

26. 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.

27. 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.

28. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-28, 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 IS 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.

FAMILY SERVICE ROCHESTER

BY: \_\_\_\_\_

Scott Maloney  
Executive Director

DATED: 12-16-2020

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:** Family Service Rochester, Inc.

**CONTRACT TYPE:** POS – Family Engagement Strategies Child

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

| SERVICE DESCRIPTION          | CODE | UNITS | RATE    | TYPE | TOTAL      |
|------------------------------|------|-------|---------|------|------------|
| Family Engagement Strategies | 1660 | 52    | \$99.00 | HR   | \$5,000.00 |

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**, 420 East Sarnia Street, Suite 2100, Winona, MN 55987, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2021 to December 31, 2021, 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 245.4889 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 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 260E. **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 11 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  
420 East Sarnia Street,  
Suite 2100  
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, Chapter 260E.
- 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, subd.10(a)(4) 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 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.

HIAWATHA VALLEY MENTAL HEALTH CENTER

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Chairperson  
Hiawatha Valley Mental Health Center

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Erik Sievers  
Executive Director

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:** 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, 2021** through **December 31, 2021**.

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: \_\_\_\_\_

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

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

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

**COUNTY OF FILLMORE**

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

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

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

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

## 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, 2021 through December 31, 2021.

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: Beth Krehbiel

Name: Beth Krehbiel

Title: Chief Executive Officer

Date: 12/16/2020

**COUNTY OF FILLMORE**

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

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

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

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

PURCHASE OF SERVICE AGREEMENT  
MENTAL HEALTH SERVICES  
CASE MANAGEMENT & 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, 2021 to December 31, 2021, 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 and 245.487 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, parts 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 Mental Health Targeted Case Management (MH-TCM) requirements as outlined in Minnesota Statute 256B.0625;

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

### **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, educational services, health services, vocational services, recreational services, and related services in the areas of volunteer services, advocacy, transportation, and legal services. Case management services include assisting in obtaining a comprehensive diagnostic assessment, if needed, developing a functional assessment, developing an individual 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 delivery, appropriateness, and effectiveness of services over time.

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

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. Children's Mental Health Targeted Case Management (CMH-TCM); the rate is \$935.00 per month per eligible client.
- b. Adult Mental Health Targeted Case Management (MH-TCM); reimbursement for services to eligible clients shall be a per client case rate of \$935.00. Services shall

be paid by the Department of Human Services, based on client services submitted by Zumbro Valley Health Center to DHS and approved for payment by the State through the MMIS system.

- c. Adult Case Management; the unit cost for providing the services to reimbursement eligible clients is \$935.00. 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 \$935.00. 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. CMH-TCM:
    - 1) 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:
      - a) 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
      - b) The child is a Minnesota resident and is receiving inpatient treatment or residential treatment for an emotional disturbance through the interstate compact; or
      - c) The child has one of the following as determined by a mental health professional:
        - i. Psychosis or a clinical depression; or
        - ii. Risk of harming self or others as a result of an emotional disturbance; or

- iii. Psychopathological symptoms as a result of being a victim of physical or sexual abuse or of psychic trauma within the past year;
- d) 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.
- 2) The Provider will collaborate with the County to make the determination regarding eligibility for MH-TCM services, then the County will make the case assignment to County/contracted case managers.
- 3) For TCM eligible recipients:
  - a) The Provider will make services available to children authorized by the certified county to receive TCM.
  - b) The Provider must have a contract on file with the Minnesota Department of Human Services.
  - c) 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.
- 4) MH-TCM Eligible Recipient documentation requirements are as follows:
  - a) The case record must contain a written description of each encounter of MH-TCM services provided to each individual client. This description must include: client name, case number, date of birth, date of service, name and relationship of the contacted person to the client, nature and extent of service being provided, name and professional title of the person providing the services, type of contact (face-to-face or telephone) and location of contact. The case record should contain a description of all case management activities on behalf of the client whether or not a billable contact occurs.
  - b) 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:
    - i. Case number, client identification, client name, and client date of birth;
    - ii. The Assessment
    - iii. 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;
    - iv. The written Individual Family Community Support Plan
    - v. Plan including the necessary services, the plan to obtain those services, and how the agency will monitor the services; and
    - vi. 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.
    - vii. 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.

- viii. Provision of team case management and coordination of services will be documented in the record of care by the County and the Provider
- c) In addition to the documentation requirements the Provider will complete a Child and Adolescent Functional Assessment (CAFAS) on each child served. This will be completed within thirty days of case opening, and every 180 days thereafter and at case closure, or whenever a significant change in youth functioning occurs.
- b. MH-TCM:
  - 1) The County may assign cases to the Provider and will facilitate regular meetings to coordinate services to review potential, outreach and current clients. Service eligibility may be determined according to eligibility established by Fillmore County Community Services.
  - 2) The parties understand and agree that the County may determine preliminary and final client eligibility.
- c. 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 will communicate at regular meeting.
  - 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.
- d. 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.
- e. 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.
- f. 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.

- g. 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 an Individual Service Plan and/or Habilitation 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 Individual 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 \$935.00 monthly reimbursement for 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 (30) 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.
    - a) A case manager must:
      - 1) be skilled in the process of identifying and assessing a wide range of client needs;
      - 2) be knowledgeable about local community resources and how to use those resources for the benefit of the client;
      - 3) have a bachelor's degree in one of the behavioral sciences or related fields including, but not limited to, social work, psychology, or nursing from an accredited college or university or meet the requirements of paragraph (b); and
      - 4) meet the supervision and continuing education requirements described in paragraphs (c), (d), and (e), as applicable.
    - b) Case managers without a bachelor's degree must meet one of the requirements in clauses (1) to (3):
      - 1) have three or four years of experience as a case manager associate as defined in this section;
      - 2) be a registered nurse without a bachelor's degree and have a combination of specialized training in psychiatry and work experience consisting of community interaction and involvement or community discharge planning in a mental health setting totaling three years; or
      - 3) be a person who qualified as a case manager under the 1998 Department of Human Service waiver provision and meet the continuing education and mentoring requirements in this section.
    - c) A case manager with at least 2,000 hours of supervised experience in the delivery of services to adults with mental illness must receive regular ongoing supervision and clinical supervision totaling 38 hours per year of which at least one hour per month must be clinical supervision regarding individual service delivery with a case management supervisor. The remaining 26 hours of supervision may be provided by

- a case manager with two years of experience. Group supervision may not constitute more than one-half of the required supervision hours. Clinical supervision must be documented in the client record.
- d) A case manager without 2,000 hours of supervised experience in the delivery of services to adults with mental illness must:
- 1) receive clinical supervision regarding individual service delivery from a mental health professional at least one hour per week until the requirement of 2,000 hours of experience is met; and
  - 2) complete 40 hours of training approved by the commissioner in case management skills and the characteristics and needs of adults with serious and persistent mental illness.
- e) A case manager who is not licensed, registered, or certified by a health-related licensing board must receive 30 hours of continuing education and training in mental illness and mental health services every two years.
- f) A case manager associate (CMA) must:
- 1) work under the direction of a case manager or case management supervisor;
  - 2) be at least 21 years of age;
  - 3) have at least a high school diploma or its equivalent; and
  - 4) meet one of the following criteria:
    - i. have an associate of arts degree in one of the behavioral sciences or human services;
    - ii. be a registered nurse without a bachelor's degree;
    - iii. within the previous ten years, have three years of life experience with serious and persistent mental illness as defined in section 245.462, subdivision 20; or as a child had severe emotional disturbance as defined in section 245.4871, subdivision 6; or have three years life experience as a primary caregiver to an adult with serious and persistent mental illness within the previous ten years;
    - iv. have 6,000 hours work experience as a nondegreed state hospital technician; or
    - v. be a mental health practitioner as defined in section 245.462, subdivision 17, clause (2).
  - 5) Individuals meeting one of the criteria in items (i) to (iv), may qualify as a case manager after four years of supervised work experience as a case manager associate. Individuals meeting the criteria in item (v), may qualify as a case manager after three years of supervised experience as a case manager associate.
- g) A case management associate must meet the following supervision, mentoring, and continuing education requirements:
- 1) have 40 hours of pre-service training described under paragraph (d), clause (2);
  - 2) receive at least 40 hours of continuing education in mental illness and mental health services annually; and
  - 3) receive at least five hours of mentoring per week from a case management mentor.

A "case management mentor" means a qualified, practicing case manager or case management supervisor who teaches or advises and provides intensive training and clinical supervision to one or more case manager associates. Mentoring may occur while providing direct services to consumers in the office or in the field and may be provided to individuals or groups of case manager associates. At least two mentoring hours per week must be individual and face-to-face.

- h) A case management supervisor must meet the criteria for mental health professionals, as specified in section 245.462, subdivision 18.
- i) An immigrant who does not have the qualifications specified in this subdivision may provide case management services to adult immigrants with serious and persistent mental illness who are members of the same ethnic group as the case manager if the person:
  - 1) is currently enrolled in and is actively pursuing credits toward the completion of a bachelor's degree in one of the behavioral sciences or a related field including, but not limited to, social work, psychology, or nursing from an accredited college or university;
  - 2) completes 40 hours of training as specified in this subdivision; and
  - 3) receives clinical supervision at least once a week until the requirements of this subdivision are met.

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 shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
- c. 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.
  - d. 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.
  - e. 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.
  - f. 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.**
  - g. 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 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, 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 11 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 the 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 11. 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 Geerts.
- 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 Ten 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 Fillmore County Community Services a written appeal. The decision of Fillmore County for the determination of such appeals shall be through the Social Services Manager 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 Ten 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 or contract;
    - 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, theft, forgery, bribery, falsification or destruction of records, 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; plant manager; head of a subsidiary, division, or business segment and similar positions).
- d. Directions for on-line access to excluded 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 Manager, 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 Adult 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:

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 Social Services, 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 Services 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, Attachments A and Exhibits A - H. 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 IS 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.

COUNTY OF FILLMORE  
STATE OF MINNESOTA

FILLMORE COUNTY  
BOARD OF COMMISSIONERS

ZUMBRO VALLEY HEALTH CENTER

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

BY: Beth Krehbiel  
Beth Krehbiel  
Chief Executive Officer

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

DATED: 12/16/2020

FILLMORE COUNTY COMMUNITY SERVICES

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

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

APPROVED AS TO FORM AND EXECUTION:

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

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

**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 | *                      | \$935 | MO   | NA – Not Paid to ZV Directly |
| County Funded Adult MH-TCM and General Case Management   | 4911 | 48                     | \$935 | MO   | \$44,880.00                  |
| County Funded Children's TCM and General Case Management | 4911 | Per Service Agreements | \$935 | MO   | Per Service Agreements       |

Case Management is provided at Zumbro Valley Health Center's Harmony Office, 65 Main Ave N. Harmony.

\* Due to CCBHC model, there are no max. hits, ZVHC can bill DHS for MH-TCM hits for MA-eligible (fee for service) & no max hits billed to MCO providers for adult referred by Fillmore County.

County has a max of 60 MH-TCM hits for referred non-MA-eligible & non-MCO-eligible adults.

The 2020 TCM Rate is based on 120 MA hits, 156 MCO hits, and 48 non-MA hits, for an estimated total of 324.

## PURCHASE OF SERVICE AGREEMENT MENTAL HEALTH SERVICES

The Fillmore County Board of Commissioners, 101 Fillmore Street, Preston, MN 55965 (Fillmore County), through its local social services agency, Fillmore County Social Services hereafter referred to as the "County", and **Zumbro Valley Health Center**, 343 Woodlake Drive, Southeast, Rochester, MN 55904, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2021 to December 31, 2021, 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.

### 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 and 245.487 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, pursuant to Minnesota Statutes, section 256D.06, subdivisions 5 and 5a, Minnesota Statutes 256D.54, is required to screen residents who may be eligible for SSI and provide screening results to Fillmore County; and

WHEREAS, the Provider is an approved provider under Minnesota Rules, parts 9520.0750 to 9520.0870 or an approved vendor under published County criteria to provide mental health services to persons; and

WHEREAS, Fillmore County, pursuant to MN Statutes, section 373.01, 373.02, 245.465 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. Federal Tax ID# 41-6052022;

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  
Children's Therapeutic Supportive Services



Adult Residential Crisis Stabilization  
Adult Residential Treatment  
Connection and Referral Unit: Detoxification  
Adult Outpatient Treatment (Rochester Office)

- b. Purchased Services will be provided at Zumbro Valley Health Center, Harmony Office, 65 Main Ave N, Harmony, MN 55935 and/or locations as approved by Fillmore 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 Community Services Department, Contract Management Services 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.
- f. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:
  - 1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;
  - 2) Consult or note to Social Service Worker when new Service Agreement is in place; and
  - 3) Adhering to Provider's internal policy/procedures.

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 an Individual Service Plan and/or Habilitation Plan, which is monitored by a County case manager.
- d. When a client refuses to release information in accordance with Section 9(d) and refuses further services or agrees to a termination of service, the Provider shall notify the County or County of Financial Responsibility within ten (10) days.
- e. 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.
- 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 Individual 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 (30) 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 shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
- c. 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.
- d. 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.
- e. 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.
- f. 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, 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. In accordance with Minnesota Statutes, Section 245.467, subdivision 5 (for adults) and Section 245.4878, subdivision 6 (for children), the Provider must include the name and home address of each client for whom services are included on a bill submitted to the County or County of Financial Responsibility, if the client has consented to the release of that information and if the County or County of Financial Responsibility has requested the information. The Provider shall attempt to obtain client's consent and must explain to the client that the information can only be released with the client's consent and may be used only for purposes of payment and maintaining Provider accountability. The Provider shall document the attempt in the clients' records.
- e. If the Provider is unable to obtain consent for the release of private data, as required under Minnesota Statutes, Section 245.467, and Section 9(d) of this Agreement, the Provider shall report clients' activities to the County or the County of Financial Responsibility by way of non-identifying case numbers, which must remain constant over the term of this Agreement.

- f. 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.
- g. 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.
- h. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 9.
- i. 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.
- j. 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.
- k. 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 Geerts.

- 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 Ten 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 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.

16. 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.

17. 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.

18. 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 Ten 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 Ten 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 18 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

19. 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 or contract;
    - 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, theft, forgery, bribery, falsification or destruction of records, 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; plant manager; head of a subsidiary, division, or business segment and similar positions).
- d. Directions for on-line access to excluded 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 Manager, at (507) 765-2624.

20. 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 Fillmore County Social Services Department 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.

21. 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.

22. Subcontracting:

The Provider shall not enter into any subcontract for performance of the services contemplated under this Agreement nor assign any interest in the Agreement without the prior written consent of the County; and then only subject to any conditions the County may deem necessary.

23. 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.

24. 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 24(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 24(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.

25. 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 Social Services, 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 24(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 Community Services 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.
26. 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.
27. 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.
28. Merger:
- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-28, Attachments A and Exhibits A - H. 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.

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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.

COUNTY OF FILLMORE  
STATE OF MINNESOTA

FILLMORE COUNTY  
BOARD OF COMMISSIONERS

ZUMBRO VALLEY HEALTH CENTER

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

BY: Beth Krehbiel  
Beth Krehbiel  
Chief Executive Officer

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

DATED: 12/16/2020

FILLMORE COUNTY COMMUNITY SERVICES:

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

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

APPROVED AS TO FORM AND EXECUTION:

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

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

**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 week for 50 weeks | \$900.00 | DAY  | \$45,000.00 |

Payment will be made on an advance grant basis

| SERVICE DESCRIPTION<br>– Olmsted Site  | CODE | UNITS | RATE   | TYPE | TOTAL       |
|----------------------------------------|------|-------|--------|------|-------------|
| Adult Residential Crisis Stabilization | 4360 | *     | 458.50 | DAY  | *           |
| Adult Outpatient Treatment             | 4740 | *     | 458.50 | DAY  | *           |
| Connections and Referral Unit: Detox   | 3711 | *     | 403.00 | DAY  | *           |
| Adult Outpatient Treatment             | 4520 | N/A   | ***    | HR   | \$11,300.00 |

\*Service will be provided on an as needed basis, without a specified budget amount allocated to Zumbro Valley Health Center.

\*\*Includes Room and Board rate paid by State GRH program (GRH=\$30.31)

Rate paid by Fillmore County is \$428.19 for uninsured clients only.

\*\*\*Therapist = \$192.00, Licensed Psychologist\PhD = \$227.00, Diagnostic Assessment = \$299.00, Med Management = \$148.00.

## **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 \$114,252 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 \$114,252 per contract period.

Up to \$114,252 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 \$5,142 for MFIP and up to \$3,427 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, 2021, and shall remain in effect until December 31, 2021, 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, 2021. 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  
2021 Budget

County of Fillmore

Budget for MFIP/DWP

\$114,252

|       |                   |
|-------|-------------------|
| MFIP  | \$ 63,409         |
| DWP   | \$ 42,274         |
| Admin | <u>\$ 8,569</u>   |
|       | <u>\$ 114,252</u> |

|                 |                  |
|-----------------|------------------|
| MFIP            |                  |
| Direct Program  | \$ 55,909        |
| Client Services | \$ 7,500         |
| Administration  | <u>\$ 5,142</u>  |
| Total           | <u>\$ 68,551</u> |

|                 |                  |
|-----------------|------------------|
| DWP             |                  |
| Direct Program  | \$ 37,274        |
| Client Services | \$ 5,000         |
| Administration  | <u>\$ 3,427</u>  |
| Total           | <u>\$ 45,701</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.

**2019 Fund Type Determination**

|                | <b>Fund Number</b>             | <b>Fund Name</b>                               | <b>Enabling Legislation</b>                                              | <b>Describe the constraint</b>           | <b>2019</b>     |
|----------------|--------------------------------|------------------------------------------------|--------------------------------------------------------------------------|------------------------------------------|-----------------|
|                | <b>Committed Fund Balance</b>  |                                                |                                                                          |                                          |                 |
| Infrastructure | 12-000-000-0000-2812           | Building Maintenance                           |                                                                          |                                          | \$ 250,000.00   |
| Infrastructure | 12-000-000-0000-2814           | Committed Law Enforcement Remodel              |                                                                          |                                          | \$ 900,000.00   |
| Infrastructure | 12-000-000-0000-2816           | Special Grant Projects                         |                                                                          |                                          | \$ 200,000.00   |
| Infrastructure | 12-000-000-0000-2818           | New County Projects                            |                                                                          |                                          | \$ 200,000.00   |
| Infrastructure | 12-000-000-0000-2804           | Interoperable Communications                   |                                                                          |                                          | \$ 200,000.00   |
|                |                                |                                                |                                                                          |                                          | \$ 1,750,000.00 |
| Airport        | 23-000-000-0000-2815           | Federal and State Match for Airport            |                                                                          |                                          | \$ 100,000.00   |
|                | <b>Total Committed</b>         |                                                |                                                                          |                                          | \$ 1,850,000.00 |
|                | <b>Restricted Fund Balance</b> |                                                |                                                                          |                                          |                 |
| General        | 01-000-000-0000-2750           | Missing Heirs                                  | MS 524.3-914                                                             | Court ordered deposits                   | \$ 29,414.93    |
| General        | 01-000-000-0000-2752           | Law Library                                    | MS 134A.13                                                               | Is to be allotted for support of library | \$ 5,852.89     |
| General        | 01-000-000-0000-2753           | Recorder Technology                            | MS 357.18, S. 4                                                          | By Recorder for modern info systems      | \$ 186,446.68   |
| General        | 01-000-000-0000-2755           | Un-allocated Recorder                          | MS 357.182, S. 7                                                         | MN Statute, Board resolution/policy      | \$ 154,436.68   |
| General        | 01-000-000-0000-2756           | Enhanced 911                                   | MS 403.113, S 1, 3                                                       | Must be used for 911 systems             | \$ 322,743.58   |
| General        | 01-000-000-0000-2758           | Veteran Donations (Van/Event Donations/Grants) |                                                                          | Board Action                             | \$ 10,000.00    |
| General        | 01-000-000-0000-2759           | Public DARE Donations                          | MS 299A.33                                                               | DARE training & travel expenses          | \$ 8,510.24     |
| General        | 01-000-000-0000-2764           | Sheriff Contingency                            | MS 387.213                                                               | Sheriff may spend for DWI investigations | \$ 8,876.25     |
| General        | 01-000-000-0000-2766           | Sheriff Vehicle Forfeiture                     | MS 169A.63                                                               | DWI training                             | \$ 14,055.63    |
| General        | 01-000-000-0000-2767           | Gun Permits                                    |                                                                          |                                          | \$ 83,671.71    |
| General        | 01-000-000-0000-2769           | Attorney Vehicle Forfeiture                    | MS 169A.63                                                               | DWI prosecution                          | \$ 34,626.51    |
| General        | 01-000-000-0000-2776           | Parks                                          | MS 282.08, 4, ii                                                         | RES10_01Forest resource improv           | \$ 7,260.00     |
|                |                                |                                                |                                                                          |                                          | \$ 865,895.10   |
| Road & Bridge  | 13-000-000-0000-2802           | Local Sales Transit Sales Tax                  | Law of MN 2013 Chapter 297A.993 and Fillmore County resolution 2014-2035 | Local Road Improvement                   | \$ 1,787,442.50 |
| Sanitation     | 14-000-000-0000-2760           | Landfill Closure                               |                                                                          | IA Chapter 113.14, Rule 567/Board Action | \$ 475,497.00   |
| Debt Service   | 39-000-000-0000-2310           | 2010 GO CIP DEBT SERVICE                       |                                                                          | Debt Service                             | \$ 224,973.55   |
|                | <b>Total Restricted</b>        |                                                |                                                                          |                                          | \$ 3,353,808.15 |
|                | <b>Assigned Fund Balance</b>   |                                                |                                                                          |                                          |                 |
| General        | 01-000-000-0000-2807           | Compensated Absences                           |                                                                          | Board action                             | \$ 545,945.87   |
| Human Services | 11-420-000-0000-2807           | IM Compensated Absence                         |                                                                          | Board action                             | \$ 101,625.04   |
| Human Services | 11-430-000-0000-2807           | SS Compensated Absence                         |                                                                          | Board action                             | \$ 56,866.10    |
| Road & Bridge  | 13-000-000-0000-2807           | Compensated Absence                            |                                                                          | Board action                             | \$ 338,003.16   |
| Sanitation     | 14-000-000-0000-2807           | Compensated Absence                            |                                                                          | Board action                             | \$ 7,502.54     |
|                | <b>Total Assigned</b>          |                                                |                                                                          |                                          | \$ 1,049,942.71 |

**Fillmore County**

Bank Accounts at F&M to close

|                |         |
|----------------|---------|
| ACH            | 9961    |
| Airport        | 12431   |
| Health Savings | 1069536 |
| CC             | 12749   |
| Extension      | 5960    |
| Vitals         | 60521   |

| <b>Home Federal</b>                                                                                                                    | <b>Merchants Bank</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>F &amp; M Community Bank</b>                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum Daily Balance of \$5,000 in Main Account - No Fees<br>No minimum or fees on other various accounts                             | Minimum Balance of \$3,000,000 - Sweep Automatically from Money Market<br>This amount allows earnings credit to offset fees<br>Monthly Maintenance Fee of \$8.00<br>Monthly \$25 pledging fee charged due to balance over FDIC \$250,000 limit<br>Transaction Fees : \$.25/deposit, \$.03/in house deposit<br>\$.08/Transit deposit, \$.15/check, \$.10/ACH, \$.20/ACH Credit<br>\$0.00-\$1,000,000 at 0.08% APY<br>\$1,000,000.01-\$15,000,000 at 0.18% APY<br>\$15,000,000.01 and over at 0.08% APY | Minimum Balance of \$2,000,000 - No Fees<br>\$0.00-\$2,000,000 at 0.00% (Interest used to offset fees)<br>\$2,000,001-\$8,000,000 at 0.13% (Swift rate on 9/22/20)<br>Over \$8,000,000 at 0.15%      |
| Money Market over \$250,000 at 0.75% No Fees<br>Insured Cash Sweep -<br>Optional full FDIC coverage - Cost 10 Basis pts over \$250,000 | Money Market - Manual transfers required<br>\$0.00-\$1,000,000 at 0.40% APR<br>\$1,000,000.01-\$15,000,000 at 0.60% APY<br>\$15,000,000.01 and over at 0.55% APY                                                                                                                                                                                                                                                                                                                                      | Monthly minimum balance fee of \$200 if balance falls below \$2,000,000<br><br>Matches Swift Interest Rate Monthly<br>In 2019 F&M Interest was over \$110,000<br>(Rates now a fraction of last year) |
|                                                                                                                                        | ACH Origination of \$30/month plus \$.15 per item                                                                                                                                                                                                                                                                                                                                                                                                                                                     | No Charge: Wires Transfers, ACH File Processing                                                                                                                                                      |
|                                                                                                                                        | Estimate checking earning potential after fees: \$5,400/year<br>Estimate Money Market earning potential: \$18,000/year                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                      |
| Probability of Remote Deposit Capture                                                                                                  | Remote Deposit Capture<br>Probability to post Real Estate Taxes with Scanner                                                                                                                                                                                                                                                                                                                                                                                                                          | Remote Deposit Capture<br>Ability to post Real Estate Taxes with Scanner                                                                                                                             |
| On-Line Banking<br>ACH Services<br>Positive Pay Protection - Filter unauthorized ACH transactions                                      | On-Line Banking<br>ACH Services<br>Positive Pay Protection - Filter Unauthorized Transactions<br>Debit and Credit Cards Available                                                                                                                                                                                                                                                                                                                                                                     | On-Line Banking<br>ACH Services<br>Positive Pay Protection - Filter Unauthorized Transactions<br>All Deposits Backed by Pledged Investments                                                          |
|                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ***Average Month Items: 237 Physical, 803 ACH Items,<br>16 ACH Files, 223 In House Deposits, 1,144 In House Checks,<br>69 In District, 250 Out of District                                           |

| <b>Home Federal</b>                                                                                                                    | <b>Merchants Bank</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>F &amp; M Community Bank</b>                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum Daily Balance of \$5,000 in Main Account - No Fees<br>No minimum or fees on other various accounts                             | Minimum Balance of \$3,000,000 - Sweep Automatically from Money Market<br>This amount allows earnings credit to offset fees<br>Monthly Maintenance Fee of \$8.00<br>Monthly \$25 pledging fee charged due to balance over FDIC \$250,000 limit<br>Transaction Fees : \$.25/deposit, \$.03/in house deposit<br>\$.08/Transit deposit, \$.15/check, \$.10/ACH, \$.20/ACH Credit<br>\$0.00-\$1,000,000 at 0.08% APY<br>\$1,000,000.01-\$15,000,000 at 0.18% APY<br>\$15,000,000.01 and over at 0.08% APY | Minimum Balance of \$2,000,000 - No Fees<br>\$0.00-\$2,000,000 at 0.00% (Interest used to offset fees)<br>\$2,000,001-\$8,000,000 at 0.13% (Swift rate on 9/22/20)<br>Over \$8,000,000 at 0.15%      |
| Money Market over \$250,000 at 0.75% No Fees<br>Insured Cash Sweep -<br>Optional full FDIC coverage - Cost 10 Basis pts over \$250,000 | Money Market - Manual transfers required<br>\$0.00-\$1,000,000 at 0.40% APR<br>\$1,000,000.01-\$15,000,000 at 0.60% APY<br>\$15,000,000.01 and over at 0.55% APY                                                                                                                                                                                                                                                                                                                                      | Monthly minimum balance fee of \$200 if balance falls below \$2,000,000<br><br>Matches Swift Interest Rate Monthly<br>In 2019 F&M Interest was over \$110,000<br>(Rates now a fraction of last year) |
|                                                                                                                                        | ACH Origination of \$30/month plus \$.15 per item                                                                                                                                                                                                                                                                                                                                                                                                                                                     | No Charge: Wires Transfers, ACH File Processing                                                                                                                                                      |
|                                                                                                                                        | Estimate checking earning potential after fees: \$5,400/year<br>Estimate Money Market earning potential: \$18,000/year                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                      |
| Probability of Remote Deposit Capture                                                                                                  | Remote Deposit Capture<br>Probability to post Real Estate Taxes with Scanner                                                                                                                                                                                                                                                                                                                                                                                                                          | Remote Deposit Capture<br>Ability to post Real Estate Taxes with Scanner                                                                                                                             |
| On-Line Banking<br>ACH Services<br>Positive Pay Protection - Filter unauthorized ACH transactions                                      | On-Line Banking<br>ACH Services<br>Positive Pay Protection - Filter Unauthorized Transactions<br>Debit and Credit Cards Available                                                                                                                                                                                                                                                                                                                                                                     | On-Line Banking<br>ACH Services<br>Positive Pay Protection - Filter Unauthorized Transactions<br>All Deposits Backed by Pledged Investments                                                          |
|                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ***Average Month Items: 237 Physical, 803 ACH Items,<br>16 ACH Files, 223 In House Deposits, 1,144 In House Checks,<br>69 In District, 250 Out of District                                           |

# **Fillmore County Procurement Standards Policy**

## **Conflicts of Interest**

No employee, elected official, or agent of Fillmore County will participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of FILLMORE COUNTY must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the financial interest is not substantial or the gift is an unsolicited item of nominal value. Disciplinary actions will be applied for violations of such standards by officers, employees, or agents of FILLMORE COUNTY.

Because of relationships with a parent company, affiliate, or subsidiary organization, FILLMORE COUNTY is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization and will not procure with those organizations.

## **Procurement Under Federal Awards**

Procurement of goods and services whose costs are charged to federal awards received by FILLMORE COUNTY are subject to all of the specific purchasing policies of the organization. In addition, procurements associated with Federal awards are subject to the following supplemental policies:

1. FILLMORE COUNTY will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase.
2. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
3. FILLMORE COUNTY will consider entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services, and using Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
4. FILLMORE COUNTY will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
5. FILLMORE COUNTY will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
6. All procurement transactions will be conducted in a manner providing full and open competition. All prequalified lists of persons, firms, or products which are used in acquiring goods and services will be current and include enough qualified sources to ensure maximum open and free competition. Potential bidders will not be precluded from qualifying during the solicitation period.
7. All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical

or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated. All solicitations will also identify all requirements which the offers must fulfill and all other factors to be used in evaluating bids or proposals.

8. All necessary affirmative steps will be taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
9. A cost or price analysis will be performed in connection with every procurement action in excess of the Simplified Acquisition Threshold (\$150,000) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, FILLMORE COUNTY will make independent estimates before receiving bids or proposals.
10. All procurement files will be made available for inspection upon request by a Federal awarding agency.
11. All contracts will require the contractor to certify in writing that it has not been suspended or disbarred from doing business with any federal agency.

### **Methods of Procurement**

FILLMORE COUNTY will use one of the following methods of procurement.

1. Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.
2. Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.

All purchases in excess of \$5,000 shall be made by obtaining oral or written quotations from at least two responsible contractors. All purchases of at least \$25,000, but less than \$100,000, shall be made by obtaining written quotations from at least three responsible vendors, if possible. All purchases of \$100,000 or more shall be made by obtaining competitive proposals from at least four responsible vendors, if possible. Sealed bids shall be utilized when required by the Federal awarding agency.

In order for sealed bidding to be feasible, the following conditions will be present:

- a. A complete, adequate, and realistic specification or purchase description is available;
- b. Two or more responsible bidders are willing and able to compete effectively for the business;
- c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- a. The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
- b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- c. All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts,

- transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- e. Any or all bids may be rejected if there is a sound documented reason.
4. Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
  - b. Proposals must be solicited from an adequate number of qualified sources;
  - c. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
  - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
  - e. Competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
- a. The item is available only from a single source;
  - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
  - d. After solicitation of a number of sources, competition is determined inadequate.

### **Suspension and Debarment**

FILLMORE COUNTY will review all grant purchases to verify that purchases will not be made against contractors that are on the Debarment or Suspension list supplied by the Government. The Finance Department will review all requisition requests submitted for all grant accounts to make sure the contractor is not on the debarment list. This list is available at - <https://www.sam.gov/>. If a match is found, the program manager will be notified directly and Accounting will not process the requisition. All results of searches will be attached to the filed paperwork for verification of search.

### **Provisions Included in all Contracts**

It is the policy of FILLMORE COUNTY to include all of the following provisions, as applicable, in all contracts (including small purchases) with contractors and sub awards:

1. **Remedies:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$150,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

2. **Termination:** All contracts in excess of \$10,000 shall contain suitable provisions for termination by FILLMORE COUNTY, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.
3. **Equal Employment Opportunity:** All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** If included in the federal agency's grant program legislation, all construction contracts of more than \$2,000 awarded by FILLMORE COUNTY and its sub recipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. It is the policy of FILLMORE COUNTY to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. FILLMORE COUNTY shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. FILLMORE COUNTY shall report all suspected or reported violations to the Federal awarding agency.
5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** [Where applicable] All contracts awarded by FILLMORE COUNTY in excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence
6. **Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and FILLMORE COUNTY in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. **Clean Air Act (42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act (33 U.S.C. 1251 -1387), as amended:** Contracts and sub awards of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or



regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. **Debarment and Suspension (E.O.s 12549 and 12689):** For all contracts, FILLMORE COUNTY shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the Excluded Parties List System in SAM.
9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** For all contracts or Sub grants of \$100,000 or more, FILLMORE COUNTY shall obtain from the contractor or sub-grantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing **or** attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, FILLMORE COUNTY shall provide such certifications in all situations in which it acts as a sub-recipient of a sub-grant of \$100,000 or more.

## **Fillmore County Investment Policy**

### **I. Policy**

Fillmore County (“County”) recognizes that cash is an earning asset. Pursuant to Minn. Stat. 118A.02, it is the responsibility of the Finance Director (“Finance Director”) to invest cash balances over amounts required to meet current financial obligations and to achieve the highest rate of return consistent with the primary objectives of preservation of principal and maintenance of adequate liquidity. A secondary objective will be to enhance the County’s inflation-adjusted purchasing power. Pursuant to Minn. Stat. 118A.03, collateral shall be maintained.

### **II. Prudent Person Rule**

Investments on behalf of the County shall be made in accordance with the “prudent person” rule as defined in Minn. Stat. 356A.04; i.e., investments shall be made with judgment and care, under circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

### **III. Scope**

In accordance with Minn. Stat. 385.07, the responsibility for conducting investment transactions resides with the Treasurer, for which those duties are within the Finance Director’s role.

Unless otherwise noted, this investment policy will apply in its entirety to all monies of the County over which it has direct control as well as those funds that the County is responsible for as custodian and/or trustee. This includes all monies in these County funds: general, special revenue, capital project, debt service, enterprise, and trust and agency.

### **IV. Investment Objectives**

- A. The County has as its foremost objective to ensure the safety of its principal. Ensuring safety of principal is accomplished by limiting credit risk and interest rate risk.
  - i. The portfolio of investments will be structured to limit the dollar amount of securities in custodial risk category #3 to no more than 10 percent at any time during the year.
  - ii. The portfolio of investments will be structured to limit the dollar amount of securities in repurchase agreements to no more than 10 percent at any time during the year.
- B. The County will structure its portfolio in a manner that provides the liquidity necessary to pay obligations as they become due by scheduling investments to coincide with the payment of property tax settlements and other debts.
- C. The County seeks to attain a market-average rate of return within these constraints and the cash flow characteristics of the portfolio.

## **Fillmore County Investment Policy**

### **V. Return on Investments**

- A. The goal of the County's investment program is to achieve a rate of return on investments at least equal to the average rate of return on the one-year U.S. Treasury bill for the reporting period or other appropriate performance measure as determined by the Fillmore County Board of Commissioners.
- B. The County's selection of portfolio management is active as opposed to passive. Active management uses investment strategies designed to increase portfolio value by exceeding average rates of return normally achieved using passive management.
- C. The Treasurer shall maintain an interest-earning checking account, when it is financially feasible to do so.

### **VI. Ethics, Conflicts of Interest, and Public Trust**

- A. The Finance Director and the Finance Department shall refrain from personal business activity that could conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions.
- B. Personnel Policy 1.03 Conflict of Interest / Outside Work shall be made part of this policy by reference.
- C. All County officials and employees who are part of the investment process shall seek to act responsibly as custodians of the public trust by avoiding any transactions that might impair public confidence in the County's ability to govern effectively.

### **VII. Permitted Investments**

Specific investments by Counties are permitted by state statute and the details may be found in Minn. Stat. 118A.04.

### **VIII. Competitive Bids**

- A. When practical, purchases and sales of investments will be completed on the basis of competitive bids or offers.
- B. Local certificates of deposit will be bid when the investment amount is \$100,000 or more and the money will be invested with the highest bidder.

### **IX. Safekeeping & Collateral**

All deposits will be insured or collateralized in accordance with Minn. Stat. 118A.03. All funds held by the banks must be collateralized by 110%. A third party, not affiliated with the bank that holds the investment, must hold the collateral. The Finance Director must have a receipt for all collateral being held by the third party.

### **X. Diversification**

Diversification shall be accomplished as follows:

- A. Investment Instruments: a mixture of instruments, as permitted by Minn. Stat. 118A.04, shall be used.

## **Fillmore County Investment Policy**

- B. Financial Institutions: In order to promote good local and state public relations, the County shall give preference to financial institutions and brokers within Fillmore County and the State of Minnesota, and shall consider the creditworthiness, experience, and past performances of such institutions in the selection process.
- C. Maturity Schedule: Assets shall be invested in instruments whose maturity shall not exceed five years from the date of purchase. Maturity shall be staggered to avoid undue concentration of assets for specific time periods. The maturities selected shall provide for stability of income and reasonable liquidity.

### **XI. Authorized Financial Dealers & Institutions**

Before any business may be transacted with a broker, a broker certificate must be signed and filed with the Finance Director on an annual basis. The Treasurer shall provide the Investment Policy as a statement of restrictions for investing to brokers filing a broker certificate.

### **XII. Electronic Transfer**

The Finance Director is authorized to use electronic fund transfers for investment purposes pursuant to Resolution 89-29 adopted April 4, 1989.

### **XIII. Reporting and Disclosure for Financial Statement Presentation**

- A. The Finance Director will report the results of the return on investments to the Fillmore County Board of Commissioners on a quarterly basis and a final report within one month of year-end.
- B. The following items will be disclosed in the notes to the financial statements as defined in GASB Statement No. 40:
  - i. The concentration of credit risk if one issue represents more than five percent of the portfolio.
  - ii. Any interest rate risk information that is available.
  - iii. A table of all investment maturities by investment type.
  - iv. Any highly sensitive interest rate changes.
  - v. The credit quality of the investments at the financial statement date.
  - vi. Category 3 investments as defined in GASB Statement No. 3.
- C. Investments shall be audited as part of the required annual audit performed by the Office of the State Auditor or an audit firm contracted by the Fillmore County Board.

### **XIV. Training and Continuing Education**

In order to assure the highest possible professional standards, the County adopts the education standards supported by the Minnesota State Association of County Treasurers and Financial Officers. These standards advocate forty-five (45) hours of CEU initially and ten (10) hours of CEU on an annual basis.

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/22/2020      Amount of time requested (minutes):

5

Dept.: Administration

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

1. Request to promote Erika Draper, RN, to the position of PHN effective 12/25/2020
  - a. Erika has successfully completed her PHN requirements
  - b. Promotion does **not** create any openings in the PH Department
  - c. As a PHN, employee can perform duties not able to be performed by an RN
  - d. County has promoted these positions due to its difficulty in recruitment      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)



FILLMORE COUNTY AUDITOR-TREASURER  
HEIDI JONES  
101 Fillmore Street  
PO BOX 627  
Preston, MN 55965-0627

Property ID#: R 04.0218.000

Primary Taxpayer:

Taxpayer(s): Bill #: 1655

9005\*40\*\*C50\*\*1.45\*\*5/10\*\*\*\*\*AUTOS-DIGIT 55947

AUGUST A WILLIAMS

23646 ARROW RD

RUSHFORD MN 55971-5029

Property Address:

Property Description: Sect-25 Twp-103 Range-008 80.00 AC S1/2 NE1/4

| Tax Statement                         |                             |                       |                       |
|---------------------------------------|-----------------------------|-----------------------|-----------------------|
| 2019 Values for Taxes Payable in 2020 |                             |                       |                       |
| Values and Classification             |                             |                       |                       |
|                                       | Taxes Payable Year:         | 2019                  | 2020                  |
| Step 1                                | Estimated Market Value:     | \$585,000             | \$614,500             |
|                                       | Improvements Excluded:      | \$0                   | \$0                   |
|                                       | Homestead Exclusion:        | \$22,300              | \$20,500              |
|                                       | Taxable Market Value:       | \$562,700             | \$594,000             |
|                                       | New Improvements:           | \$4,000               | \$0                   |
|                                       | Expired Exclusions:         | \$0                   | \$0                   |
|                                       | Property Classification:    | AG HMSTD<br>RES NON-H | AG HMSTD<br>RES ON AG |
|                                       | Sent in March 2019          |                       |                       |
| Proposed Tax                          |                             |                       |                       |
| Step 2                                | 2020 Proposed Property Tax: |                       | \$2,626.00            |
| Sent in November 2019                 |                             |                       |                       |
| Step 3                                | 1st Half Taxes              |                       | \$1,350.00            |
|                                       | 2nd Half Taxes              |                       | \$1,350.00            |
|                                       | Total Taxes Due in 2020:    |                       | \$2,700.00            |

\$\$\$  
REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply.

3-17-20\_03

| Tax Detail for Your Property:                                                                                                                                                   |  |            |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------|------------|
| Taxes Payable Year:                                                                                                                                                             |  | 2019       | 2020       |
| 1. Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you own delinquent taxes and are not eligible. |  |            | \$1,596.00 |
| 2. Use these amounts on Form M1PR to see if you are eligible for a special refund.                                                                                              |  | \$1,526.00 |            |
| Property Tax and Credits                                                                                                                                                        |  |            |            |
| 3. Property taxes before credits                                                                                                                                                |  | \$3,423.72 | \$3,370.64 |
| 4. Credits that reduce your property taxes                                                                                                                                      |  |            |            |
| A. Agricultural market value credit                                                                                                                                             |  | 633.72     | 670.64     |
| B. Other Credits                                                                                                                                                                |  | 0.00       | 0.00       |
| 5. Property taxes after credits                                                                                                                                                 |  | \$2,790.00 | \$2,700.00 |
| Property Tax by Jurisdiction                                                                                                                                                    |  |            |            |
| 6. County - Fillmore                                                                                                                                                            |  | \$1,020.69 | \$1,065.74 |
| 7. City or town - NORWAY TOWNSHIP                                                                                                                                               |  | 602.50     | 646.95     |
| 8. State General Tax                                                                                                                                                            |  | 0.00       | 0.00       |
| 9. School District 0239                                                                                                                                                         |  | 673.76     | 578.47     |
| A. Voter approved levies                                                                                                                                                        |  | 493.05     | 408.84     |
| B. Other local levies                                                                                                                                                           |  | 0.00       | 0.00       |
| 10. Special Taxing Districts                                                                                                                                                    |  | 0.00       | 0.00       |
| A.                                                                                                                                                                              |  | 0.00       | 0.00       |
| B.                                                                                                                                                                              |  | 0.00       | 0.00       |
| 11. Non-school voter approved referendum levies                                                                                                                                 |  | 0.00       | 0.00       |
| 12. Total property tax before special assessments                                                                                                                               |  | \$2,790.00 | \$2,700.00 |
| Special Assessments on Your Property                                                                                                                                            |  |            |            |
| 13. Special assessments                                                                                                                                                         |  | \$0.00     | \$0.00     |
| 14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS                                                                                                                             |  | \$2,790.00 | \$2,700.00 |

## PAYABLE 2020 2<sup>ND</sup> HALF PAYMENT STUB

To avoid penalty, pay on or before: **NOVEMBER 15**

Property ID#: R 04.0218.000

Bill #: 1655

SECOND 1/2 TAX AMOUNT DUE:

\$22.00

PENALTY:

TOTAL:

MAKE CHECKS PAYABLE TO:

PREPAID

ID #: 38324

Taxpayer:

AUGUST A WILLIAMS

23646 ARROW RD

RUSHFORD MN 55971

Fillmore County Auditor-Treasurer  
101 Fillmore Street  
PO BOX 627  
Preston, MN 55965-0627



No Refundable: We processed checks in good faith. Errors and omissions excepted.  
2019-2020 Delinquent Payments

Your 2020 property taxes on parcels with a total tax less than \$100 were due in full with the first half payment. No second half payment is due.

## PAYABLE 2020 1<sup>ST</sup> HALF PAYMENT STUB

To avoid penalty, pay on or before: **MAY 15**

Property ID#: R 04.0218.000

Bill #: 1655

FULL TAX AMOUNT:

\$22.00

FIRST 1/2 TAX AMOUNT DUE:

\$0.00

PENALTY:

TOTAL:

MAKE CHECKS PAYABLE TO:

PREPAID

ID #: 38324

Taxpayer:

AUGUST A WILLIAMS

23646 ARROW RD

RUSHFORD MN 55971

Fillmore County Auditor-Treasurer  
101 Fillmore Street  
PO BOX 627  
Preston, MN 55965-0627



No Refundable: We processed checks in good faith. Errors and omissions excepted.  
2019-2020 Delinquent Payments

9005 3/5

Option : 1-Select 8-Note

| Tran<br>Type | Receipt<br>Number | Transact<br>Date | Tax/Spasmt | Pen/Int<br>& Fees | Total     | N |
|--------------|-------------------|------------------|------------|-------------------|-----------|---|
| ORIG         |                   | 3/12/2020        | 2,700.00   | .00               | 2,700.00  |   |
| PYMT         | 465143            | 3/12/2020        | 2,626.00   | .00               | 2,626.00- |   |
| PYMT         | 465281            | 3/12/2020        | 52.00-     | .00               | 52.00-    |   |
| PYMT         | 465315            | 3/20/2020        | 22.00-     | .00               | 22.00-    |   |
| REV          | 465315            | 3/20/2020        | 22.00      | .00               | 22.00     |   |
| CORR         | 465320            | 3/20/2020        | 52.00      | .00               | 52.00     |   |
| PYMT         | 465569            | 4/06/2020        | 22.00-     | .00               | 22.00-    |   |

Bottom

F3=Exit F4=Lookup F7=Previous F8=Next F12=PrevMod F24=MoreKeys  
 A=GS B=ASM C=DQ E=TR F=SP H=THST I=PRASC J=COJ P=PA R=ADJ U=CAMA Y=CMP

R 1655 R 04.0218.000

2020 Mod? Calc thru: 12/08/2020 MP#: R 04.0218.000

Taxpayer 38324

Total: EMV

TMV

Deeded acres

AUGUST A WILLIAMS

614,500

594,000

80.00

23646 ARROW RD

Dist: 1708 TIF Dist:

RUSHFORD MN 55971

Plat:

Alternate

Sect

Twnshp

Range

Lot

Block

25

103

008

S1/2 NE1/4

Subd:

Escrow 99999

HSTD - AGRICULTURAL

\*MORE

PREPAID TAX

Prop Address

|                |          |         |           |            |
|----------------|----------|---------|-----------|------------|
| T 11/15/2020   | Original | Adj/Chg | Payments  | Unpaid Bal |
| Net Tax        | 2,700.00 |         | 2,648.00- | 52.00      |
| Special Asmt   |          |         |           |            |
| Tot before P&I | 2,700.00 |         | 2,648.00- | 52.00      |
| Penalty        |          | 2.08    |           | 2.08       |
| Interest       |          |         |           |            |
| Fees           |          |         |           |            |
| * *Totals      | 2,700.00 | 2.08    | 2,648.00- | 54.08      |

F2=Tier F14=Legal F16=Notes F17=APINS F19=OtherNames F24=MoreKeys

A=GS B=ASM C=DQ E=TR F=SP H=THST I=PRASC J=COJ P=PA R=ADJ U=CAMA Y=CMP



## RCB310M1 RECAP Collection System

Inquiry - General Summary (A)

R 9123 R 21,0054.000

\*NOTES EXIST

2020 Mod? Calc thru: 12/17/2020 MP#:

Taxpayer 51184 \*COMM Total: EMV TMV Deeded acres

KRIS AMIDON 255,800 255,800 .92

23571 COUNTY 20

Dist: 0501 TIF Dist:

PRESTON MN 55965

Plat:

Alternate

Sect Twnshp Range Lot Block

05 101 011

Escrow

COMM 330 FT E OF SW COR NW 1/4 Subd:

SE 1/4; E 206.92 FT; N 189.89

NON-HSTD - RES 1-3 UNITS

\*MORE

Prop Address

23553 COUNTY 20 PRESTON MN 55965-

| T              | 10/15/2020 | Original | Adj/Chg | Payments | Unpaid Bal |
|----------------|------------|----------|---------|----------|------------|
| Net Tax        |            | 2,082.00 |         |          | 2,082.00   |
| Special Asmt   |            |          |         |          |            |
| Tot before P&I |            | 2,082.00 |         |          | 2,082.00   |
| Penalty        |            |          | 218.61  |          | 218.61     |
| Interest       |            |          |         |          |            |
| Fees           |            |          |         |          |            |
| * *Totals      |            | 2,082.00 | 218.61  |          | 2,300.61   |

F2=Tier F14=Legal F16=Notes F17=APINs F19=OtherNames F24=MoreKeys

A=GS B=ASM C=DQ E=TR F=SP H=THST I=PRASC J=COJ P=PA R=ADJ U=CAMA Y=CHP

**RESOLUTION**

**FILLMORE COUNTY BOARD OF COMMISSIONERS  
Preston, Minnesota 55965**

Date December 22, 2020 Resolution No. 2020-XXX

Motion by Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

**BE IT RESOLVED:** That the Fillmore County Board of Commissioners hereby propose to levy upon the taxable property of the County of Fillmore, State of Minnesota, for the year 2020, payable 2021 for the following purposes to wit:

|                                |                 |
|--------------------------------|-----------------|
| General Revenue Fund           | \$6,828,339     |
| Library Fund                   | \$244,809       |
| Human Services Fund            | \$1,728,343     |
| Infrastructure Fund            | \$150,000       |
| Road and Bridge Fund           | \$1,964,180     |
| Sanitation Fund                | \$233,885       |
| Airport Fund                   | \$44,450        |
| Chatfield Abatement            | \$18,765        |
| 2010 GO CIP Debt               | \$267,705       |
| Economic Development Authority | <u>\$45,346</u> |
| TOTAL 2021 Preliminary Levy    | \$11,525,822    |

(Totals include Disparity Aid of \$119,773)

**VOTING AYE**

Commissioners      Prestby ☐      Dahl ☐      Lentz ☐      Hindt ☐      Bakke ☐

**VOTING NAY**

Commissioners      Prestby ☐      Dahl ☐      Lentz ☐      Hindt ☐      Bakke ☐

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STATE OF MINNESOTA  
COUNTY OF FILLMORE

I, Bobbie Hillery, 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 22<sup>nd</sup> day of December, 2020.

Witness my hand and official seal at Preston, Minnesota the 22<sup>nd</sup> day of December, 2020.

SEAL

Bobbie Hillery, Administrator/Clerk  
Fillmore County Board of Commissioners

**RESOLUTION**  
**FILLMORE COUNTY BOARD OF COMMISSIONERS**  
**Preston, Minnesota 55965**

Date December 22, 2020 Resolution No. 2020-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 2021.**

| Description                | Revenue             | Social Services    | Infra            | Road & Bridge       | Sanitation       | Airport            | Chatfield Abatemt | CIP 2010 Debt    | Local Collab    | Econ Dev        | TOTALS              |
|----------------------------|---------------------|--------------------|------------------|---------------------|------------------|--------------------|-------------------|------------------|-----------------|-----------------|---------------------|
| <b>Revenues</b>            |                     |                    |                  |                     |                  |                    |                   |                  |                 |                 |                     |
| County portion tax levy*   | \$6,833,602         | \$1,728,343        | \$150,000        | \$1,964,180         | \$233,885        | \$44,450           | \$18,765          | \$267,705        |                 | \$45,346        | \$11,286,276        |
| State portion tax levy     | \$119,773           |                    |                  |                     |                  |                    |                   |                  |                 |                 | \$119,773           |
| Other taxes                | \$152,941           |                    |                  | \$1,200,000         |                  |                    |                   |                  |                 |                 | \$1,352,941         |
| Licenses and Permits       | \$69,270            |                    |                  |                     |                  |                    |                   |                  |                 |                 | \$69,270            |
| Intergov. (MN & Fed)       | \$3,336,219         | \$2,493,014        |                  | \$13,161,500        | \$87,654         | \$1,508,450        |                   |                  | \$81,541        |                 | \$20,668,378        |
| Charges for services       | \$1,368,625         | \$38,939           |                  | \$56,000            | \$250,000        | \$36,950           |                   |                  |                 |                 | \$1,750,514         |
| Fines and Forfeits         | \$8,000             |                    |                  |                     |                  |                    |                   |                  |                 |                 | \$8,000             |
| Interest on investments    | \$25,000            |                    |                  | \$8,000             |                  |                    |                   |                  |                 |                 | \$33,000            |
| Misc/Reserves              | \$117,625           | \$270,400          |                  | \$87,500            | \$20,414         | \$105,800          |                   |                  | \$600           |                 | \$602,339           |
| <b>Total Revenues</b>      | <b>\$12,031,055</b> | <b>\$4,530,696</b> | <b>\$150,000</b> | <b>\$16,477,180</b> | <b>\$591,953</b> | <b>\$1,695,650</b> | <b>\$18,765</b>   | <b>\$267,705</b> | <b>\$82,141</b> | <b>\$45,346</b> | <b>\$35,890,491</b> |
|                            |                     |                    |                  |                     |                  |                    |                   |                  |                 |                 |                     |
| <b>Expenditures</b>        |                     |                    |                  |                     |                  |                    |                   |                  |                 |                 |                     |
| General Government         | \$4,938,054         |                    | \$150,000        |                     |                  |                    |                   |                  |                 | \$45,346        | \$5,133,400         |
| Public Safety              | \$4,507,400         |                    |                  |                     |                  |                    |                   |                  |                 |                 | \$4,507,400         |
| Hwy, Airport & Sanitation  |                     |                    |                  | \$16,477,180        | \$591,953        | \$1,695,650        |                   |                  |                 |                 | \$18,764,783        |
| Social Services            |                     | \$4,530,696        |                  |                     |                  |                    |                   |                  | \$82,141        |                 | \$4,612,837         |
| Health                     | \$1,738,103         |                    |                  |                     |                  |                    |                   |                  |                 |                 | \$1,738,103         |
| Culture & Recreation       | \$292,359           |                    |                  |                     |                  |                    |                   |                  |                 |                 | \$292,359           |
| Conserv. Natural Resources | \$555,139           |                    |                  |                     |                  |                    |                   |                  |                 |                 | \$555,139           |
| Gen Oblig Debt Service     |                     |                    |                  |                     |                  |                    |                   | \$267,705        |                 |                 | \$267,705           |
| Chatfield Abatement        |                     |                    |                  |                     |                  |                    | \$18,765          |                  |                 |                 | \$18,765            |
| <b>Total Expenditures</b>  | <b>\$12,031,055</b> | <b>\$4,530,696</b> | <b>\$150,000</b> | <b>\$16,477,180</b> | <b>\$591,953</b> | <b>\$1,695,650</b> | <b>\$18,765</b>   | <b>\$267,705</b> | <b>\$82,141</b> | <b>\$45,346</b> | <b>\$35,890,491</b> |

\*County portion of tax levy does not include Disparity Aid of \$119,773

**VOTING AYE**

Commissioners      Prestby ☐      Dahl ☐      Lentz ☐      Hindt ☐      Bakke ☐

**VOTING NAY**

Commissioners      Prestby ☐      Dahl ☐      Lentz ☐      Hindt ☐      Bakke ☐

STATE OF MINNESOTA  
COUNTY OF FILLMORE

I, Bobbie Hillery, 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 22<sup>nd</sup> day of December, 2020.

Witness my hand and official seal at Preston, Minnesota the 22<sup>nd</sup> day of December, 2020.

SEAL

Bobbie Hillery, Administrator/Clerk  
Fillmore County Board of Commissioners

**From:** [Hillery, Bobbie](#)  
**To:** [Prestby, Marc](#); [Dahl, Randy](#); [Lentz, Mitchel](#); [Hindt, Larry](#); [Bakke, Duane](#)  
**Cc:** [chris.hahn@cedausa.com](mailto:chris.hahn@cedausa.com); [karen@fillmorecountyjournal.com](mailto:karen@fillmorecountyjournal.com); [Gretchen Mensink](#); [Ruesink, Kristi](#)  
**Date:** Tuesday, December 15, 2020 11:25:59 AM

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Fyi,

Fillmore County will be receiving the following in a new round of business grants:  
\$405,493.07 in grant dollars and \$10,137.33 in Administrative costs for a total of \$415,630.39

House passed this morning, Senate last night. I will have this on the Board Agenda for Tuesday on how to move forward.

Thanks  
Bobbie

Bobbie Hillery  
Fillmore County Administrator  
Fillmore County  
PO Box 466  
Preston, MN 55965  
507.765.4566

| 12/1/2020                                         |             | 8/11/2020<br>CARES ACT COVID | Updated Options<br>CARES ACT COVID | Spent as of 12/1/2020<br>CARES ACT COVID | Adjustments and<br>Request to Spend | As of 12/1/2020 |                                                                                                                                 |
|---------------------------------------------------|-------------|------------------------------|------------------------------------|------------------------------------------|-------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------|
| Area of Expense                                   | GL CODE     | Budget                       | Updated Budget                     | Amount                                   | Amount                              | TOTAL AMOUNT    | Description                                                                                                                     |
| Business Grants for Relief                        | 01-199-6881 | \$ 500,000.00                | \$ 500,000.00                      | \$ 638,564.00                            | \$ -                                | \$ 638,564.00   | Up to \$10,000/each Max                                                                                                         |
| Non-Profit Grants for Relief                      | 01-199-6882 | \$ 200,000.00                | \$ 200,000.00                      | \$ 176,598.00                            | \$ -                                | \$ 176,598.00   | Up to \$10,000/each Max                                                                                                         |
| Assistance for Households/Families                | 01-199-6883 | \$ 150,000.00                | \$ 15,000.00                       |                                          | \$ 12,743.20                        | \$ 12,743.20    | Miscellaneous needs (food shelf, social services & family programs)                                                             |
| School Assistance for Technology or Mental Health | 01-199-6884 | \$ 500,000.00                | \$ 500,000.00                      | \$ 547,078.00                            | \$ -                                | \$ 547,078.00   | How much \$ per pupil                                                                                                           |
| Solid Waste/Recycling Assistance                  | 01-199-6885 | \$ 100,000.00                | \$ 15,000.00                       | \$ 8,019.00                              | \$ -                                | \$ 8,019.00     | Solid Waste expenses/Recycling Expenses                                                                                         |
| Payroll PH/LE/Admin                               | 01-199-6886 | \$ 375,000.00                | \$ 375,000.00                      |                                          | \$ 188,156.05                       | \$ 188,156.05   | Public Safety, Public Health, Legal and Administration                                                                          |
| Payroll quarantine                                | 01-199-6887 | \$ 150,000.00                | \$ 100,000.00                      |                                          | \$ 63,083.32                        | \$ 63,083.32    | Payroll related to Public Health Isolation                                                                                      |
| PPE/Sanitizer/Immunization Supply                 | 01-199-6888 | \$ 150,000.00                | \$ 200,000.00                      | \$ 598.00                                | \$ 106,437.84                       | \$ 107,035.84   | Current and Future stock for continued use \$37,600                                                                             |
| Technology                                        | 01-199-6889 | \$ 250,000.00                | \$ 250,000.00                      | \$ 150.00                                | \$ 355,917.73                       | \$ 356,067.73   | VPN for both Courthouse and Sheriff networks, laptop and surface pros purchased, cost for time and material for Marco to set up |
| Emergency Management Equipment                    | 01-199-6890 | \$ 75,000.00                 | \$ 75,000.00                       | \$ -                                     | \$ 91,180.00                        | \$ 91,180.00    | Generators for COB and Courthouse for Computer backups and Vaccine refrigeration                                                |
| Mass Immunization Expenses                        |             | \$ 100,000.00                | \$ -                               | \$ -                                     | \$ -                                | \$ -            | For use within trailer or in building for mass immunizations that can last for certain timeframe and refrigerator to store.     |
| Small Communities (Whalan, Peterson & Preble)     | 01-199-6891 | \$ 4,471.00                  | \$ -                               | \$ -                                     | \$ 1,799.49                         | \$ 1,799.49     | At this time no proposed usage                                                                                                  |
| Total Expenses                                    |             | \$ 2,554,471.00              | \$ 2,230,000.00                    |                                          |                                     | \$ 2,190,324.63 |                                                                                                                                 |
| Supplemental Distribution per State               |             | \$ 24,388.00                 | \$ 24,388.00                       |                                          |                                     |                 |                                                                                                                                 |
|                                                   |             | \$ 2,578,859.00              | \$ 2,254,388.00                    |                                          |                                     | \$ 2,190,324.63 | COUNTY TOTAL SPENT                                                                                                              |
|                                                   |             |                              | \$ 324,471.00                      | Unbudgeted                               |                                     |                 |                                                                                                                                 |
|                                                   |             |                              | \$ 2,578,859.00                    |                                          |                                     |                 |                                                                                                                                 |

|                             | PPE          | Technology    |
|-----------------------------|--------------|---------------|
| PH Supplies                 | \$ 5,176.50  | \$ 189,599.36 |
| PAPR Respirators            | \$ 3,582.21  | \$ 78,241.26  |
| Additional Supplies for PPE | \$ 3,863.00  | \$ 28,245.75  |
| COVID19 Supplies to date    | \$ 22,664.07 | \$ 12,431.36  |
| Maintenance Supplies        | \$ 590.06    | \$ 4,500.00   |
|                             |              | \$ 42,900.00  |
|                             | \$ 35,875.84 | \$ 355,917.73 |

| Cities that have sent their extra dollars to the County |              |
|---------------------------------------------------------|--------------|
|                                                         | \$ 53,151.23 |
| City of Rushford Village                                | \$ 1,024.58  |
| City of Harmony                                         | \$ 1,553.75  |
| City of Lanesboro                                       | \$ 12,805.61 |
| City of Fountain                                        | \$ 68,535.17 |

|                         |               |                                                  |
|-------------------------|---------------|--------------------------------------------------|
| Salaries                | \$ 109,280.09 | Additional \$120,000+ covered under other grants |
| PH Staff                | \$ 42,453.54  |                                                  |
| EM Staff                | \$ 14,178.94  |                                                  |
| Admin Staff             | \$ 8,213.49   |                                                  |
| Legal Staff             | \$ 716.47     |                                                  |
| Mileage Zoning Meetings | \$ 13,313.52  |                                                  |
| Sheriff Staff           | \$ 188,156.05 |                                                  |

| Dollars to Return to State      |                   |
|---------------------------------|-------------------|
| Total Original                  | \$ 2,578,859.00   |
| Total Spent by FC               | \$ (2,190,324.63) |
| Fillmore County Return To State | \$ 388,534.37     |
| City of Rushford Village        | \$ 53151.23       |
| City of Harmony                 | \$ 1,024.58       |
| City of Lanesboro               | \$ 1,553.75       |
| City of Fountain                | \$ 12,805.61      |
| Return to State                 | \$ 457,069.54     |

## **Legislature Passes Small Business Assistance Package with Strong County Role and Extension of UI Benefits**

The Minnesota Legislature passed a \$216.8 million [economic relief package](#) late last night with overwhelming bipartisan support. Senator Eric Pratt (Scott County), one of the original authors of SF 31, described the program as a three-tiered business relief structure that targets “a fastest, faster, and fast way to get relief out to businesses, with counties acting as a ‘catch all.’” Legislators had been meeting since the week of Thanksgiving deliberating how best to structure a relief package to assist many of the customer facing industries affected by Gov. Tim Walz’s recent [Executive Order 20-99](#) as well as making sure unemployment benefits set to expire around Christmas were extended. In short, the bill allocates three different buckets of relief funding:

### **First Bucket ("Fastest"): DOR Administered Payments Based on Business Type, Number of FTEs, and Sales Tax Loss Data (\$88 million).**

- DOR will identify restaurants, breweries, wineries, distilleries, bowling alleys, bars, fitness/recreation centers based on their NAICS codes. Payments would go to businesses within these NAICS codes that had experienced at least an overall 30% reduction in sales from Q2/Q3 2019 to Q2/Q3 2020. Businesses must have a physical presence in the state and be in good standing with Department as of November 1, 2020, (if they have filed all their sales tax returns--they don’t have to have paid, but they do have to be filed). DOR has until March 15, 2021, to get the funds out, but legislators expect the department to get funds out within a few weeks. Once a business meets the above criteria, their payment will be based on the following five tiers:
  - Businesses that don’t participate in UI programs (small businesses/sole proprietors), \$10,000
  - 0-20 employees, \$15,000
  - 21-100, \$25,000
  - 101-300, \$35,000
  - Over 300, \$45,000

### **Second Bucket ("Faster"): DEED Administered Targeted Grants (\$14 million).**

- DEED will identify and provide grants to large convention centers (\$5 million for convention centers 1500 and more, about 10 qualify) and movie theaters (\$9 million divided by screen amount) that have experienced declines in sales of 30% or more.

### **Third Bucket ("Fast"): County Administered Relief Fund/“Catch All” Bucket (\$114.8 million).**

- Appropriates approximately \$115 million to counties based on a per capita minimum with a \$256,250 floor. A county is guaranteed their per capita payment or the \$256,000 floor, whichever is greater. This amount has

increased from earlier proposals that had a \$200,000 floor.

[See attached runs for specific county amounts.](#)

- Counties can use the greater of \$6,250 or 2.5% of the amount they receive towards administrative expenses and may contract with a third party (nonprofit or private firm) to help administer grants.
- Counties may provide grants to for-profit and nonprofit businesses and can decide minimum and maximum amounts.
- Counties have **significant** flexibility to decide eligibility and program guidelines but the business must be located in the applicable county. One of the most important phrases in this bill is “counties shall use the funds to make grants to individual businesses and nonprofits that, to the extent it is feasible for the county to determine:”
  - Are located in the applicable county.
  - Have no current tax lines on record with SOS.
  - Were impacted by an executive order related to the COVID-19 pandemic (*important to note that a grant does not need to be limited to the effects of the most recent EO*).
- Counties have the opportunity to provide grants to entities that received previous state funding/assistance.
- The legislation is clear that non-profits, nonprofit arts organization, museums, fitness centers are eligible for grants.
- Grants must be awarded by March 15, 2021.
- Counties are exempt from specific grant management processes as well as the uniform municipal contracting law if they are contracting with a third-party administrator.
- DEED will give a report to the Legislature on how counties spent the funds by June 30, 2021.

The relief package also includes language providing state administered business licensure, permit, and fee relief as well as an extension of Unemployment Insurance benefits (UI) for an additional 13 weeks with no charge backs to employers who pay the tax or reimburse the state. Lastly, the bill includes language which would replace any general funds spent on state/county business assistance with federal funds should there be future federal aid packages sent to the state. Proposals on food, emergency shelter and rental relief were also considered but not included due to disagreement between the House and Senate. Expect these items to be come up once the Legislature reconvenes in early January. The relief package passed the Senate by a bipartisan vote of 62-4 and the House by a vote 117-13.

## **Jail Needs Assessment Committee Meeting Minutes 12/14/2020**

Fillmore County Jail Assessment Committee met virtually on December 14<sup>th</sup>, 2020 at 6:00 p.m.

Present via WebEx: Tom Weber, Consultant; Jamie Fenske, Jail Administrator; John DeGeorge, Sheriff; Becky Brandt, Court Administrator; Brett Corson, County Attorney; Matthew Opat, Third Judicial Judge; Jon B. DeVries, member of the public; Michelle Olson, DFO Corrections; Susan Ritter, member of the public; Meg Mitchell, Public Defender; Miland Shah, Public Defender, John Zanmiller, member of the public and Bobbie Hillery, County Administrator

Tom Weber, Consultant reviewed the documents provided for the meeting. It was noted that the four sub-committees needed to start their work; Community Outreach, Community Profiles/Census, Jail Target Populations and Jail Data. Each sub-committee was reviewed regarding the research that needed to take place and what each committee should bring back prior to the next Jail Assessment Committee meeting. The Sub-Committees were broken down as follows:

**Community Outreach** – This sub-committee will consist of Sheriff DeGeorge, Administrator Hillery, John Zanmiller and Susan Ritter. Hillery will send out an email to try to set a time for an upcoming WebEx meeting to start that teams works. Discussion ensued regarding a publication or public announcement regarding the committee, what we are working on and providing data to the public. This group will discuss this at their sub-committee meeting and John Zanmiller has offered to draft the public notice. It was noted that any publication should be brought to the Fillmore County Board of Commissioners or at least an update regarding what we have been working through.

**Community Profiles/Census** – This sub-committee is really two distinct groups as follows:

- a) **Community Profiles** - Michelle Olson, DFO Corrections will work with the division leaders from Fillmore County Community Services to have a representative from Social Services, Public Health and Veterans Services to work together with Corrections to provide the needed data to provide the resources listing needed.
- b) **Community Census** – Jon B. DeVries was interested in this process, noting that existing research and document could be utilized to bring this data together. Attorney Brett Corson, Administrator Bobbie Hillery and Jon B. DeVries will meet on Tuesday, December 22<sup>nd</sup> at 2pm at the Courthouse Board Room to start this process, Tom Weber will join via WebEx.

**Jail Target Populations Committee** – Attorney Brett Corson, Michelle Olson and Miland Shah agreed to meet via WebEx on Wednesday, December 16<sup>th</sup> at 3pm to start the work for this sub-committee.

**Jail Data Committee** – This sub-committee has already been working hard on getting all of the data pulled together and at some point will be reaching out to other areas for data as needed. Tom Weber and Jamie Fenske, Jail Administrator have been doing the work for this group.

It was noted that Tom Weber will be participating in each of the sub-committees to keep the process moving forward.



All members are to connect with Jamie Fenske regarding jail tours, so that we can all do a tour of the Fillmore County facility and then we will move onto touring other new facilities as each County and COVID-19 will allow. Hillery will send out to all members the contact information of each member.

The next meeting will be January 11<sup>th</sup>, at this time it will be planned to be virtual unless COVID-19 cases decrease to a level for which Fillmore County Board of Commissioners authorize in person meetings.

Bobbie Hillery  
County Administrator

**RESOLUTION**

**FILLMORE COUNTY BOARD OF COMMISSIONERS**

**Preston, Minnesota 55965**

Date December 22, 2020 Resolution No. 2020-XXX

Motion by Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

**WHEREAS;** Fillmore County (Tax EIN #41-6005794) needs authorization for Account Signers and Treasury Management Signers for its bank accounts and access to account information and monitoring by other staff throughout FILLMORE COUNTY; and

**WHEREAS;** the Fillmore County Board based upon policy and the checks and balances of departments authorizes Signers for this account and the Treasury Management of this account; and

**WHEREAS;** the following people have been selected as official Account Signers and Treasury Management Signers on these accounts as follows holding the positions of Auditor/Treasurer and Deputy Auditor/Treasurers:

Auditor/Treasurer and all Deputy Auditor/Treasurer as listed in Addendum A

**WHEREAS;** the following people have been selected as those that are authorized for online access for account information and the ability to monitor the accounts and every transaction as follows holding the positions of Finance Director and Deputy Finance Director;

Finance Director and Deputy Finance Director as listed in Addendum A

**WHEREAS;** the Board gives authorization to the County Administrator to monitor the signature cards for any and all accounts and the authorization to update staffing in any immediate situation for which those changes must be presented and approved at the next possible Board meeting; and

**WHEREAS;** the Board gives authorization for all persons listed in Addendum A to have online access to all accounts, and

**NOW THEREFORE BE IT RESOLVED;** that the Fillmore County Board of Commissioners hereby authorizes the above named to be official signers for all FILLMORE COUNTY bank accounts.

**VOTING AYE**

|               |                                  |                               |                                |                                |                                |
|---------------|----------------------------------|-------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Commissioners | Prestby <input type="checkbox"/> | Dahl <input type="checkbox"/> | Bakke <input type="checkbox"/> | Hindt <input type="checkbox"/> | Lentz <input type="checkbox"/> |
|---------------|----------------------------------|-------------------------------|--------------------------------|--------------------------------|--------------------------------|

**VOTING NAY**

|               |                                  |                               |                                |                                |                                |
|---------------|----------------------------------|-------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Commissioners | Prestby <input type="checkbox"/> | Dahl <input type="checkbox"/> | Bakke <input type="checkbox"/> | Hindt <input type="checkbox"/> | Lentz <input type="checkbox"/> |
|---------------|----------------------------------|-------------------------------|--------------------------------|--------------------------------|--------------------------------|

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STATE OF MINNESOTA  
COUNTY OF FILLMORE

I, Bobbie Hillery, 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 22<sup>nd</sup> day of December, 2020.

Witness my hand and official seal at Preston, Minnesota the 22<sup>nd</sup> day of December, 2020.

SEAL

Bobbie Hillery, Administrator/Clerk  
Fillmore County Board of Commissioners



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## FILLMORE COUNTY

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COURTHOUSE • P.O. BOX 466 • PRESTON, MINNESOTA 55965  
BOBBIE HILLERY • COUNTY ADMINISTRATOR • (507) 765-2814  
Fax (507) 765-2803

December 22, 2020

To: Char Meiners  
Fillmore County Auditor/Treasurer

From Fillmore County Commissioners

RE: Thank you

Dear Char,

On behalf of the Fillmore County Board of Commissioners, I would like to take this opportunity to thank you for your support and willingness to assist Fillmore County regarding our needs for our Auditor/Treasurer role. We recognize that a person who is retired wants to enjoy their time, as they have served for many years and deserve the ability to retire. Yet have been willing to help our County at our time of need and we appreciate the sacrifice that you personally made to help us out.

You have been a tremendous asset during your time here, not only by leading and guiding work in an effort to help Fillmore County catchup and fix some areas, but also by your positive energy that you have brought to our County. Your leadership and guidance has been second to none and we appreciate all you have done for us. The environment that you have created in the Auditor/Treasurer department shows how a team of people can work hard, have fun and get the job done.

You stepped in right before the Primary Election and led us through the most difficult and controversial election that we have yet to see; and you did it positively, professionally and followed the guidelines for a successful election. We appreciate your guidance, support and follow through that has moved this department through some busy and challenging times.

Thank you so much for your willingness to support us during the past few months, it is greatly appreciated. We truly enjoyed our time that we had with you and are amazed at your knowledge and skill set.

Sincerely,

Bobbie Hillery

Fillmore County Administrator

### BOARD OF COMMISSIONERS

*First District*  
Mitch Lentz

*Second District*  
Randy Dahl

*Third District*  
Larry Hindt

*Fourth District*  
Duane Bakke

*Fifth District*  
Marc Prestby

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AN EQUAL OPPORTUNITY EMPLOYER

# **Contract for Professional Services**

This contract is made and entered into by Community and Economic Development Associates, a Minnesota nonprofit corporation exempt from income tax as an organization operated for charitable purposes within the meaning of Internal Revenue Code section 501(c)(3), hereafter “CEDA”, and the Economic Development Authority of Fillmore County, an agency or affiliate of a political subdivision of the State of Minnesota, hereafter “the Authority”, to define the terms by which CEDA shall provide technical and management expertise services to the Authority.

**I. Agreement scope and purpose.** The Authority hereby retains CEDA to perform to its benefit the services described in paragraph II, to the end of the Authority more effectively accomplishing:

- \* Prevention and/or combat of community and neighborhood deterioration and revitalization of deteriorated neighborhoods;
- \* Attraction and/or retention of businesses that would not, but for the assistance provided, choose to locate/remain in the area;
- \* The securing of businesses who will be required to provide jobs for unemployed and underemployed residents of the community; and
- \* The expansion of business opportunities for minority entrepreneurs and other entrepreneurs that are viable business opportunities to enhance the well being of the community and/or for businesses who are unable to obtain financing from conventional sources

**II. Services to be provided by CEDA.** CEDA agrees to provide technical and management expertise in the form of staff and materials to the Authority. Staff’s services, and associated materials, will be provided in order to facilitate and support the accomplishment of the Authority’s undertakings to the ends described in the preceding paragraph. CEDA’s staff and materials shall be made available toward efforts in the following specific arenas of the Authority’s needs and operations:

- \* Accessing of grantor funding for the Authority’s economic development programming
- \* Providing loan packaging services for the Authority’s business assistance programs
- \* Administering local, regional and state revolving loan funds, if appropriate
- \* Drafting the Authority’s Economic Development Annual Work Plan(s)
- \* Planning, facilitating, and/or directly conducting the Authority’s community and business development projects, including as necessary, staffing those projects as directed by the Authority in consultation with CEDA. These efforts shall include (but are not limited to), the following:
  - \* seeking city and county involvement
  - \* developing relationships and partnerships to enhance the Authority’s goals
  - \* preparing economic development guidelines
  - \* promoting the use of local assets to support and promote value-added processes and unique based businesses
- \* Assisting with local surveys related to business and industry, community, and land and buildings
- \* Assisting with the Authority’s economic development marketing efforts and coordination through website development and maintenance
- \* Coordinating and hosting forums in which the Authority’s economic development programming are open for the public’s review

## **III. Obligations of the Authority.**

- A. The Authority shall reimburse CEDA for staff time provided at the rate of \$41,695 not to exceed annually. This is based on an average of sixteen hours per week.
- B. Materials, conferences, meetings and the like shall be paid for on a unit basis agreed to by the Authority in writing prior to the provision of the materials.

C. The Authority shall be responsible to provide payment to CEDA within 30 days of the submission of each invoice provided by CEDA.

**IV. Obligations of CEDA.**

A. CEDA is performing services as an independent contractor. Accordingly, the provision of staff by CEDA to provide technical and management expertise to the Authority under this Agreement neither creates a release of CEDA staff to employment at the Authority nor makes such staff subject to supervision by the Authority.

B. CEDA has no authority or right, express or implied, to assume or create any obligation or responsibility on behalf of the Authority or to bind the Authority in any manner. CEDA will not represent the contrary, either expressly or implicitly, to anyone.

C. CEDA is solely responsible for payroll tax responsibilities related to each of its staff persons whose time is provided under this Agreement and shall acquire and maintain necessary insurance related to their efforts under this Agreement, including carrying workers' compensation insurance coverage at all times. CEDA shall supply the Authority with certification of such coverage.

D. CEDA shall be responsible to invoice the Authority for staff time and materials provided under this Agreement on a periodic basis, no less frequently than quarterly.

**V. Period/Termination.** The term of this Agreement is one year, commencing January 1, 2021. The Agreement may be terminated earlier in its term upon 30 days' written notice by CEDA to the Authority or by the Authority to CEDA. Upon termination, the Authority shall be liable to pay CEDA for services performed at \$41,695 per year and materials provided under this Agreement prior to and through the effective date of termination, unless otherwise specifically agreed by the parties in writing.

**VI. Hold Harmless:** The vendor agrees to defend, indemnify, and hold Fillmore County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney fees and expenses arising out of any intentional or negligent act or omission on the part of the vendor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement. This provision does not apply to any moneys owned by Fillmore County to CEDA under the terms of this Agreement.

**VII. Audit Clause:** All books, records, documents, and accounting procedures and practices of the vendor or other party, that are relevant to this contract or transaction, shall be subject to examination by the county and the legislative auditor, state auditor, or private auditor as appropriate, for a minimum of six years. In the event that the County of Fillmore requests that the auditor examine the books, records, documents, and accounting procedures and practices of the vendor or other party pursuant to this provision, Fillmore County shall be liable for the costs of the examination. In the event the vendor, or other party requests that the auditor examine all books, records, documents, and accounting procedures and practices related to this contract, said vendor or other party that requested examination shall be liable for the cost of the examination.

**VIII. Construction of Agreement.** This Agreement is to be performed and construed under Minnesota law, and supersedes any and all prior agreements and contains the entire agreement of the parties.

**FILLMORE COUNTY**

By \_\_\_\_\_

Commissioner Chair

Date \_\_\_\_\_

Attest \_\_\_\_\_

Coordinator

Date \_\_\_\_\_

**COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATES**

By \_\_\_\_\_

Attest \_\_\_\_\_

Its CEO/President

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_