

**FILLMORE COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**

December 13, 2022

Fillmore County Courthouse- Boardroom, 101 Fillmore Street Preston, MN 55965

FILLMORE COUNTY BOARD OF COMMISSIONERS

First District

Mitch Lentz

Second District

Randy Dahl

Third District

Larry Hindt

Fourth District

Duane Bakke

Fifth District

Marc Prestby

The Board provides the public the opportunity to participate in the meeting by phone or virtually. To participate Dial 1-844-621-3956; enter Access Code 2492 549 4977; or www.webex.com, click on “join meeting”; enter the Meeting ID 2492 549 4977; password 83prUXEhwV5.

- 3:00 p.m. Pledge of Allegiance
 Approve Agenda
- Approve Consent Agenda:
 1. November 22, 2022, County Board Minutes
- Approve Commissioner Warrants
 Review Finance Warrants
- 3:05 p.m. John DeGeorge, Sheriff
1. Consider the 2023 Hazard Mitigation Plan Agreement and Resolution
2. Consider the request to purchase Dodge Durango to replace previously ordered and now canceled Chrysler Town and Country through Enterprise Fleet Management
- 3:20 p.m. Cristal Adkins, Zoning Administrator
1. Consider Resolution for Conditional Use Permit, Enos & Emma Hershberger under Section 604.03 (13) for a Commercial Use primarily intended to serve agriculture, Canton Township
- 3:30 p.m. Citizens Input
- 3:35 p.m. Jessica Erickson, Public Health Director & Wanda Berg, Social Services Director
1. Consider the request to recognize December 14th as Health and Human Services Worker Day
- 3:40 p.m. Wanda Berg, Social Services Director
1. Consider the 2023 Purchase of Service Agreement with Family Service Rochester Inc. to provide Contracted Family Engagement Strategies
2. Consider the 2023 Business Associate Addendum to the Purchase of Service Agreement with Family Service Rochester, Inc. for HIPAA compliance
3. Consider the 2023 Purchase of Service Agreement with Hiawatha Valley Mental Health Center for Mental Health Targeted Case Management Services
4. Consider the 2023 Purchase of Service Agreement with Hiawatha Valley Mental Health Center for Psychiatrist Services

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5. Consider the 2023 Business Associate Addendum to the Purchase of Service Agreement with Hiawatha Valley Mental Health Center for HIPAA compliance
6. Consider the 2023 Purchase of Service Agreement with Zumbro Valley Health Center for Mental Health Targeted Case Management
7. Consider the 2023 Purchase of Service Agreement with Zumbro Valley Health Center for Adult Outpatient Treatment ICRS (Crisis Services)
8. Consider the 2023 Purchase of Service Agreement with Zumbro Valley Health Center for Community Support Program (CSP) – Adult Case Manager/Mental Health Practitioner
9. Consider the 2023 Business Associate Addendum to the Purchase of Service Agreement with Zumbro Valley Health Center for HIPAA compliance
10. Consider the updated Workforce Development Agreement with Minnesota Department of Human Services for DWP (Diversionary Work Program) and MFIP (Minnesota Family Investment Program) which is a decrease in funding

4:00 p.m. Ron Gregg, Highway Engineer

1. Consider the request to award the Concrete Overlay Project SAP 23-625-016 to the lowest responsible bidder
2. Consider the request to schedule a Public Hearing to update the Transportation Option Sales Tax Project Designations
3. Consider the request to award the sale of the existing Arrival and Departure building at the Fillmore County Airport to the highest bidder

4:15 p.m. Lindsie Engle, Human Resources Officer

1. Consider the request to hire replacement Child Support Officer at Grade 9/Step 1 effective January 9th, 2023
2. Consider approval of phone stipends for Community Corrections staff
3. Consider the request to approve the 2023 Non-Union pay plan with a 4.5% COLA/ market increase
4. Consider the request to approve the 2022 Local #49 pay plan in accordance with the Union contract

4:25 p.m. Bobbie Hillery, Administrator

1. Discussion regarding Proposed 2023 Budget and Levy
2. Consider the request to approve the Marco contract for Community Corrections copy machine
3. Consider the request to approve the Avenu Insights & Analytics, LLC invoice for upgraded version of IFSpi at the cost of \$7,500.00
4. Discussion with possible action regarding the 4th Quarter DFO Warrant
5. Discussion with possible action regarding the Victim Services Office Space for Olmsted County for Fillmore County Services due to grant
6. Consider request from AMC for Corrections Funding Resolution

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7. Discussion with possible action regarding the Ambulance letter from
Preston/Lanesboro

TRUTH IN TAXATION PUBLIC HEARING – 6:30 PM

Calendar review, Committee Reports and Announcements

Meetings:

Tuesday, December 13	2:00 p.m.	Safety/EM	Hindt, Prestby
Tuesday, December 13	3:00 p.m.	Regular Board	ALL
Tuesday, December 13	6:30 p.m.	TRUTH IN TAXATION	ALL
Wednesday, December 14	9:00 a.m.	Community Services	Dahl, Lentz
Thursday, December 15	4:30 p.m.	SWCD	Bakke
Thursday, December 15	7:00 p.m.	Planning Commission	Bakke
Tuesday, December 20	8:00 a.m.	Law Enforcement	Prestby, Lentz
Tuesday, December 20	9:00 a.m.	Special Board	ALL
Tuesday, December 20	2:00 p.m.	Historical Society	Bakke

This is a preliminary draft of the November 22, 2022, minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

The Board of County Commissioners of Fillmore County, Minnesota met in a Special session this 22nd day of November 2022, at 9:00 a.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Commissioners Mitch Lentz, Larry Hindt, Duane Bakke, Marc Prestby and Randy Dahl.

Others present: Bobbie Hillery, Administrator/Clerk; Ron Gregg, Highway Engineer; Pam Schroeder, Airport Manager; Brent Kohn, Highway Maintenance Supervisor; Lindsie Engle, Human Resources Officer; Riley Buley, SWCD Administrator; Chris Hahn, EDA Director; Bonita Underbakke, and Karen Reisner, Fillmore County Journal.

Others present via WebEx: Tom Jensen, Community Corrections Director; John King, Community Corrections Agent; Tori Gillman, Community Corrections Agent; Kim Waller, Community Corrections Case Manager; Cristal Adkins, Zoning Administrator; Jessica Erickson, Director of Nursing; Melissa Underwood, SEH; Ryan Falch, SEH; Sheila Kiscaden and Tom Kaase.

The Pledge of Allegiance was recited.

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

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

1. November 8th, 2022, County Board Minutes
2. Temporary closure of CSAH 21, City of Canton, Saturday, December 10th from 5 p.m. to 7 p.m. for its annual lighted parade

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

The Finance Department warrants were reviewed.

Ron Gregg, Engineer & Pam Schroeder, Highway Airport Manager were present.

On a motion by Dahl and seconded by Hindt, the Board unanimously approved the request to award the Bridge Replacement Project SAP 023-599-206 in Arendahl Township to the lowest bidder Icon Constructors in the amount of \$557,262.16.

On a motion by Bakke and seconded by Hindt, the Board unanimously approved the request to award the contract for the Construction of the Chatfield Storage Building to the lowest bidder Swartzentruber Construction, LLC in the amount of \$562,725.31. It was noted that the bid price was over the amount that has been set aside for the building, and the Highway Department will work internally within their budget to cover the shortfall.

On a motion by Bakke and seconded by Dahl, the Board unanimously approved the request to award the construction project for the Fillmore County Terminal Building to the lowest bidder, Wieser Brothers General Contractor in the amount of \$1,163,050.48, contingent upon the FAA grant process.

On a motion by Bakke and seconded by Dahl, the Board unanimously approved the request to enter into a Construction Administration Work Order with Short Elliot Hendrickson Inc. for the terminal building project in the amount of \$99,900.00.

On a motion by Dahl and seconded by Hindt, the Board unanimously approved the request to submit the grant application to the FAA for the terminal building project.

On a motion by Prestby and seconded by Hindt, the Board unanimously approved the request to approve the T Hangar Rental Lease Agreement.

On a motion by Dahl and seconded by Bakke, the Board unanimously approved the request to reduce the T Hangar retainage with Everstrong Construction to 1%.

Commissioner Bakke gave the Highway Committee report noting that the City of Whalan project was complete and the Jordan Township Bridge project was almost complete. He noted that a lot of the 2023 projects have already been awarded. It was noted at the meeting that concrete box culverts are coming in over 30% above cost. Bakke noted that with Dahl being on both the Highway and Airport committees they are able to discuss items related to both.

The citizen's input portion was opened at 9:36 a.m.

Sheila Kiscaden was present as a representative of the SEMN Together group. She noted that there is a Minnesota Department of Transportation grant that the group recently learned about called the Thriving Communities Program. She noted to be able to apply for the grant funding associated with this program; a government entity within an area that is considered disadvantaged, would need to write the "Letter of Interest" that would begin the grant process for this program. Fillmore County is one of two entities that would have that opportunity on behalf of the Southeast regional area. She noted that these dollars could provide funding that could make a difference towards the transit issues hindering the workforce that we are currently facing. She noted that she appreciated the time she was given and asks the Board to consider being the County to initiate the Letter of Interest on behalf of the Southeast Region.

The citizen's input portion was closed at 9:57 p.m.

Lindsi Engle, Human Resources Officer was present.

On a motion by Hindt and seconded by Bakke, the Board unanimously approved the resignation of Jessy Betts, effective November 29, 2022, with thanks, after 9 years of service.

On a motion by Prestby and seconded by Hindt, the Board unanimously approved the request to transition Jackson Rindels, Deputy, from part-time to full-time status effective December 9, 2022.

On a motion by Dahl and seconded by Hindt, the Board unanimously approved the request to hire Part-Time Jailer Chad Rasmussen effective November 23, 2022, as requested by the Sheriff and Hiring Committee.

On a motion by Bakke and seconded by Hindt, the Board unanimously approved the request to hire Part-Time Jailer Tyler Mack effective November 23, 2022, as requested by the Sheriff and Hiring Committee.

On a motion by Prestby and seconded by Dahl, the Board unanimously approved the request to hire Full-Time Jailer Tristen Chiglo effective November 23, 2022, as requested by the Sheriff and Hiring Committee.

On a motion by Hindt and seconded by Prestby, the Board unanimously approved the request to hire Part-Time Dispatcher Melissa Valentine effective November 28, 2022, as requested by the Sheriff and Hiring Committee.

On a motion by Prestby and seconded by Bakke, the Board unanimously approved the request to hire Part-Time Dispatcher Domingo Kingsley effective November 28, 2022, as requested by the Sheriff and Hiring Committee.

Bobbie Hillery, County Administrator was present.

On a motion by Bakke and seconded by Hindt the Board unanimously approved the request to approve the internal structure change for the Social Services Department and to advertise internally for the lead positions. The internal structure change includes not replacing the position of Social Services Supervisor and creating three internal Leads; Social Worker Adult, Social Worker Child and Eligibility Worker.

On a motion by Bakke and seconded by Hindt the Board unanimously approved the request to transfer the Master Gardner funds that were deposited into the Fillmore County Extension Fund to the University of Minnesota Extension Fund.

On a motion by Prestby and seconded by Dahl, the Board unanimously approved the request to appoint Bobbie Hillery as the Delegate and Duane Bakke as the Alternate for Fillmore County for the Minnesota Counties Intergovernmental Trust (MCIT) Annual Meeting, that will take place on December 5th at 4 p.m. at the Association of Minnesota Counties Annual Meeting.

On a motion by Bakke and seconded by Dahl, the Board unanimously amended the agenda to add the discussion with possible action regarding the request from Sheila Kiscaden for Fillmore County to write a Letter of Interest for the Thriving Communities Program Grant on behalf of the SEMN Together for the Southeast MN Region.

On a motion by Prestby and seconded by Bakke, the Board unanimously approved to ask administration to write a Letter of Interest for the Thriving Communities Program Grant on behalf of the Southeast MN Region, with guidance from SEMN Together per Sheila Kiscaden, as long as there is no Fillmore County financial requirement and Hillery provides Board members copies of the Letter of Interest prior to submission.

On a motion by Hindt and seconded by Bakke, the Chair adjourned the meeting at 10:54 a.m.

bharmening
12/8/22 12:41PM
1 County Revenue Fund

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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	Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
1	DEPT				General Government			
	20235	Boarman Kroos Vogel Group, Inc						
		01-001-000-0000-6350		53,220.26	Prof Services-jail pre-design	60389	Unallocated Operating Expenses	N
					11/10/2022 11/10/2022			
	20235	Boarman Kroos Vogel Group, Inc		53,220.26	1 Transactions			
1	DEPT Total:			53,220.26	General Government	1 Vendors	1 Transactions	
3	DEPT				Board Of Commissioners			
	3804	Bakke/Duane						
		01-003-000-0000-6335		159.38	November meeting mileage		Employee Automobile Allowance	N
					11/01/2022 11/30/2022			
	3804	Bakke/Duane		159.38	1 Transactions			
	82132	Fillmore Co Journal						
		01-003-000-0000-6233		30.00	Summary of 11/1 board mtg mins	145393	Publications	N
					11/14/2022 11/14/2022			
		01-003-000-0000-6233		66.00	Summ of 10/25 board mtg mins	145400	Publications	N
					11/14/2022 11/14/2022			
	82132	Fillmore Co Journal		96.00	2 Transactions			
	6732	Hindt/Lawrence E						
		01-003-000-0000-6335		63.39	November 22 meeting mileage		Employee Automobile Allowance	N
					11/01/2022 11/22/2022			
	6732	Hindt/Lawrence E		63.39	1 Transactions			
	2081	Lentz/Mitch						
		01-003-000-0000-6335		153.75	November 22 meeting mileage		Employee Automobile Allowance	N
					11/02/2022 11/30/2022			
	2081	Lentz/Mitch		153.75	1 Transactions			
	1152	Prestby/Marc						
		01-003-000-0000-6335		55.00	November 22 meeting mileage		Employee Automobile Allowance	N
					11/01/2022 11/22/2022			
	1152	Prestby/Marc		55.00	1 Transactions			
3	DEPT Total:			527.52	Board Of Commissioners	5 Vendors	6 Transactions	

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	Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
41	DEPT				Auditor/Treasurer			
	82132	Fillmore Co Journal						
		01-041-000-0000-6241		72.99	11/15 Property Tax notice	145021	Advertising	N
					11/07/2022 11/07/2022			
	82132	Fillmore Co Journal		72.99	1 Transactions			
41	DEPT Total:			72.99	Auditor/Treasurer	1 Vendors	1 Transactions	
50	DEPT				Finance			
	82132	Fillmore Co Journal						
		01-050-000-0000-6233		145.95	Finance director ad	145316	Publications	N
					11/14/2022 11/14/2022			
	82132	Fillmore Co Journal		145.95	1 Transactions			
50	DEPT Total:			145.95	Finance	1 Vendors	1 Transactions	
60	DEPT				Information Systems			
	6677	CPS Technologies						
		01-060-000-0000-6640		1,971.00	November 22 Hosting fee	382674	Equipment Purchased	N
					11/15/2022 11/15/2022			
	6677	CPS Technologies		1,971.00	1 Transactions			
	2545	Marco,Inc						
		01-060-000-0000-6640		15,553.11	Contract base rate 11/20-12/19	10590549	Equipment Purchased	N
					11/20/2022 12/19/2022			
		01-060-000-0000-6640		4,705.00	Data renewal-hardware support	10619930	Equipment Purchased	N
					11/29/2022 11/29/2022			
		01-060-000-0000-6285		18,000.00	Contract base rate charge	10632672	Professional Fees	N
					12/01/2022 12/01/2022			
	2545	Marco,Inc		38,258.11	3 Transactions			
60	DEPT Total:			40,229.11	Information Systems	2 Vendors	4 Transactions	
61	DEPT				Data Processing			
	5893	The Master's Touch, LLC						
		01-061-000-0000-6377		4,484.10	2022 TNT Notices	83953	Fees And Service Charges	N
					11/24/2022 11/24/2022			

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
5893	The Master's Touch, LLC		4,484.10	1 Transactions		
61	DEPT Total:		4,484.10	Data Processing	1 Vendors	1 Transactions
62	DEPT			Elections		
6464	Knowink, LLC					
	01-062-000-0000-6377		6,790.00	Annual poll pad/ ePulse Lic	10829	Fees And Service Charges N
				10/01/2022 10/01/2022		
	01-062-000-0000-6377		240.00	22 General Election Data Plans	11418	Fees And Service Charges N
				12/05/2022 12/05/2022		
6464	Knowink, LLC		7,030.00	2 Transactions		
62	DEPT Total:		7,030.00	Elections	1 Vendors	2 Transactions
91	DEPT			County Attorney		
111	Fillmore Co Treasurer- Credit Card/ACH					
	01-091-000-0000-6408		40.00	Dictation monthly fee		Other Office Supplies N
				09/22/2022 09/22/2022		
	01-091-000-0000-6245		275.00	Atty registration fees	200009837	Registration Fees N
				11/10/2022 11/10/2022		
111	Fillmore Co Treasurer- Credit Card/ACH		315.00	2 Transactions		
91	DEPT Total:		315.00	County Attorney	1 Vendors	2 Transactions
103	DEPT			Assessor		
106	Fillmore Co Treasurer					
	01-103-000-0000-6561		47.85	October AH/RW/JK fuel		Gasoline Diesel And Other Fuels N
				10/01/2022 10/31/2022		
106	Fillmore Co Treasurer		47.85	1 Transactions		
111	Fillmore Co Treasurer- Credit Card/ACH					
	01-103-000-0000-6242		105.00	MAAO Renewal-JM	5547	Membership Dues N
				11/03/2022 11/03/2022		
	01-103-000-0000-6242		105.00	MAAO Renewal-KP	5676	Membership Dues N
				11/03/2022 11/03/2022		
	01-103-000-0000-6242		105.00	MAAO Renewal-RW	6026	Membership Dues N
				11/03/2022 11/03/2022		
	01-103-000-0000-6242		105.00	MAAO Renewal-AH	6036	Membership Dues N

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
111	Fillmore Co Treasurer- Credit Card/ACH		420.00	11/03/2022 11/03/2022 4 Transactions			
3696	McCabe Repairs						
	01-103-000-0000-6310		94.07	Auto repair & maintenance 11/07/2022 11/07/2022		Contract Repairs And Maintenance	N
3696	McCabe Repairs		94.07	1 Transactions			
20085	McCaslin/Jason						
	01-103-000-0000-6245		10.00	MAAO Region mtg registration 10/21/2022 10/21/2022		Registration Fees	N
	01-103-000-0000-6337		57.16	Meal reimbursement 10/11/2022 11/18/2022		Other Travel Expense	N
	01-103-000-0000-6337		460.00	October & November mtg mileage 10/11/2022 11/18/2022		Other Travel Expense	N
20085	McCaslin/Jason		527.16	3 Transactions			
103	DEPT Total:		1,089.08	Assessor	4 Vendors	9 Transactions	
104	DEPT			Gis			
	272 Newman Signs						
	01-104-000-0000-6514		98.93	Traffic signs 11/18/2022 11/18/2022	TRFINV043855	Address Signs	N
	272 Newman Signs		98.93	1 Transactions			
104	DEPT Total:		98.93	Gis	1 Vendors	1 Transactions	
105	DEPT			Planning And Zoning			
	5479 Bisek/Andrew R						
	01-105-000-0000-6104		90.00	Nov 22 BOA per diem 11/14/2022 11/17/2022		Per Diem	N
	01-105-000-0000-6335		6.25	Nov 22 BOA mileage 11/14/2022 11/17/2022		Employee Automobile Allowance	N
5479	Bisek/Andrew R		96.25	2 Transactions			
2540	Duxbury/Steve						
	01-105-000-0000-6104		90.00	Nov 22 BOA per diem 11/14/2022 11/17/2022		Per Diem	N

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
	01-105-000-0000-6335		Nov 22 BOA mileage		Employee Automobile Allowance	N
			11/14/2022 11/17/2022			
2540	Duxbury/Steve		2 Transactions			
82132	Fillmore Co Journal					
	01-105-000-0000-6241		Legal notice	145926	Advertising	N
		9.75	11/28/2022 11/28/2022			
	01-105-000-0000-6241		Legal notice	145932	Advertising	N
		6.00	11/28/2022 11/28/2022			
82132	Fillmore Co Journal		2 Transactions			
		15.75				
834	Hovey/Arlynn					
	01-105-000-0000-6104		November 22 BOA per diem		Per Diem	N
		90.00	11/14/2022 11/17/2022			
	01-105-000-0000-6335		November 22 BOA mtg mileage		Employee Automobile Allowance	N
		16.25	11/14/2022 11/17/2022			
834	Hovey/Arlynn		2 Transactions			
		106.25				
4874	JOHNSON/TRINITY					
	01-105-000-0000-6104		November 22 BOA per diem		Per Diem	N
		90.00	11/14/2022 11/17/2022			
	01-105-000-0000-6335		November 22 BOA mtg mileage		Employee Automobile Allowance	N
		52.50	11/14/2022 11/17/2022			
4874	JOHNSON/TRINITY		2 Transactions			
		142.50				
20073	Lea/Blake					
	01-105-000-0000-6290		Professional fees	26	Contracted Septic Work	N
		2,275.00	12/05/2022 12/05/2022			
20073	Lea/Blake		1 Transactions			
		2,275.00				
6904	Ruskell/Gary L					
	01-105-000-0000-6104		November 22 BOA per diem		Per Diem	N
		90.00	11/14/2022 11/17/2022			
	01-105-000-0000-6335		November 22 BOA mileage		Employee Automobile Allowance	N
		42.50	11/14/2022 11/17/2022			
6904	Ruskell/Gary L		2 Transactions			
		132.50				
6315	Thompson/Thomas A					
	01-105-000-0000-6104		November 22 BOA per diem		Per Diem	N
		90.00				

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
	01-105-000-0000-6335		11/14/2022 11/17/2022 November 22 BOA mtg mileage		Employee Automobile Allowance	N
	6315 Thompson/Thomas A		11/14/2022 11/17/2022 2 Transactions			
105	DEPT Total:		3,000.75 Planning And Zoning	8 Vendors	15 Transactions	
106	DEPT		Unallocated Recording Fee			
	3578 Tyler Technologies, Inc.					
	01-106-000-0000-6637		42,499.00 September 22 implementation	070-107676	Software Expenses	N
			09/30/2022 09/30/2022			
	3578 Tyler Technologies, Inc.		42,499.00 1 Transactions			
106	DEPT Total:		42,499.00 Unallocated Recording Fee	1 Vendors	1 Transactions	
111	DEPT		Facilites Mtce			
	83550 Kelly Printing & Signs LLC					
	01-111-000-0000-6316		89.70 Signage for courthouse & FCOB	229267	Grounds Maintenance	N
			11/11/2022 11/11/2022			
	83550 Kelly Printing & Signs LLC		89.70 1 Transactions			
	5717 MN Dept Of Labor & Industry					
	01-111-000-0000-6377		10.00 Courthouse boiler annual cert	ABR029366X	Fees And Service Charges	N
			10/29/2022 10/29/2022			
	01-111-000-0000-6377		10.00 FCOB boiler annual cert	ABR0294100X	Fees And Service Charges	N
			10/29/2022 10/29/2022			
	5717 MN Dept Of Labor & Industry		20.00 2 Transactions			
	303 Preston Equipment Company					
	01-111-000-0000-6580		84.39 Snowblower skid shoes/scraper	01-136359	Other Repair And Maintenance Supplies	N
			11/17/2022 11/17/2022			
	303 Preston Equipment Company		84.39 1 Transactions			
	5050 Tufte/Blaine					
	01-111-000-0000-6335		13.13 October post office mileage		Employee Automobile Allowance	N
			10/03/2022 10/31/2022			
	5050 Tufte/Blaine		13.13 1 Transactions			

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1 County Revenue Fund

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
20084	Van Meter Inc						
	01-111-000-0000-6317		220.10	Purchase tubes for FCOB	S012434236.001	Building Maintenance	N
				11/09/2022 11/09/2022			
20084	Van Meter Inc		220.10	1 Transactions			
9206	Winona Heating & Ventilating Co, Inc.						
	01-111-000-0000-6377		330.50	RP2s annual inspections	112357	Fees And Service Charges	N
				11/30/2022 11/30/2022			
9206	Winona Heating & Ventilating Co, Inc.		330.50	1 Transactions			
111	DEPT Total:		757.82	Facilites Mtce	6 Vendors	7 Transactions	
125	DEPT			Veteran Services			
106	Fillmore Co Treasurer						
	01-125-000-0000-6561		218.66	October 22 Veterans fuel		Gasoline Diesel And Other Fuels	N
				10/01/2022 10/31/2022			
106	Fillmore Co Treasurer		218.66	1 Transactions			
125	DEPT Total:		218.66	Veteran Services	1 Vendors	1 Transactions	
149	DEPT			Other General Government			
4928	1 Source						
	01-149-000-0000-6404		501.48	Co shared custodian supplies	102127	County Shared Cleaning Supplies	N
				11/23/2022 11/23/2022			
4928	1 Source		501.48	1 Transactions			
5005	Cintas Corporation- First Aid & Safety						
	01-149-000-0000-6377		42.18	Jail quarterly First aid kits	5134428116	Fees And Service Charges	N
				11/28/2022 11/28/2022			
	01-149-000-0000-6377		102.91	Hwy monthly First aid kits	51344928149	Fees And Service Charges	N
				11/28/2022 11/28/2022			
5005	Cintas Corporation- First Aid & Safety		145.09	2 Transactions			
827	Erickson/Deborah						
	01-149-000-0000-6377		1,170.00	2022 mowing-Bucksnot park	1142022ERDE	Fees And Service Charges	Y
				11/14/2022 11/14/2022			
827	Erickson/Deborah		1,170.00	1 Transactions			

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Vendor No.	Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name	1099
20293	Jen You 1 Touch	01-149-000-0000-6372			1,227.50	November wellness massages	11/17/2022 11/22/2022	223		Wellness Grant Expenses		Y
20293	Jen You 1 Touch				1,227.50		1 Transactions					
149	DEPT Total:				3,044.07	Other General Government		4 Vendors		5 Transactions		
202	DEPT					Sheriff						
4545	Brown's Tire & Battery Inc	01-202-000-0000-6310			1,204.29	2320 squad service	11/17/2022 11/17/2022	236937		Contract Repairs And Maintenance		N
4545	Brown's Tire & Battery Inc				1,204.29		1 Transactions					
2492	Chatfield Body Shop Inc	01-202-000-0000-6310			252.92	2308 squad service	11/09/2022 11/09/2022	12424		Contract Repairs And Maintenance		N
		01-202-000-0000-6310			40.34	2305 squad service	11/09/2022 11/09/2022	12435		Contract Repairs And Maintenance		N
		01-202-000-0000-6310			69.12	2309 squad service	12/02/2022 12/02/2022	12575		Contract Repairs And Maintenance		N
2492	Chatfield Body Shop Inc				362.38		3 Transactions					
82133	Fillmore Co Auditor-Treasurer	01-202-000-0000-6561			2,146.87	October Sheriff fuel	10/01/2022 10/31/2022			Gasoline Diesel And Other Fuels		N
82133	Fillmore Co Auditor-Treasurer				2,146.87		1 Transactions					
111	Fillmore Co Treasurer- Credit Card/ACH	01-202-000-0000-6357			374.37	EM Training & fees	10/24/2022 10/31/2022			Peace Officer Training Expense		N
111	Fillmore Co Treasurer- Credit Card/ACH				374.37		1 Transactions					
6881	Kullot/Don	01-202-000-0000-6337			28.60	Travel meals	09/20/2022 09/21/2022			Other Travel Expense		N
6881	Kullot/Don				28.60		1 Transactions					
5711	Spring Valley Area Sportsman's Club	01-202-000-0000-6357			300.00	Gun range rental fee				Peace Officer Training Expense		N

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
5711	Spring Valley Area Sportsman's Club		300.00	12/01/2022 12/01/2022 1 Transactions		
202	DEPT Total:		4,416.51	Sheriff	6 Vendors	8 Transactions
205	DEPT			Sheriff Contingent Funds		
4998	Southland Auto LLC					
	01-205-000-0000-6382		169.75	Vehicle forfeiture 12/06/2022 12/06/2022 1 Transactions	9346	Vehicle Forfeiture Exp Ms169A.63 N
4998	Southland Auto LLC		169.75			
6350	Stewartville Auto Center, Inc					
	01-205-000-0000-6382		94.75	Vehicle forfeiture 11/16/2022 11/16/2022 1 Transactions	22111629988	Vehicle Forfeiture Exp Ms169A.63 N
6350	Stewartville Auto Center, Inc		94.75			
205	DEPT Total:		264.50	Sheriff Contingent Funds	2 Vendors	2 Transactions
251	DEPT			County Jail		
6978	Aramark Uniform & Career Apparal Group					
	01-251-000-0000-6377		155.07	Jail laundry 11/23/2022 11/23/2022 1 Transactions	2560071508	Fees And Service Charges N
6978	Aramark Uniform & Career Apparal Group		155.07			
20296	Johnson Towing					
	01-251-000-0000-6310		850.00	Jail transport van tow 12/06/2022 12/06/2022 1 Transactions		Contract Repairs And Maintenance N
20296	Johnson Towing		850.00			
83550	Kelly Printing & Signs LLC					
	01-251-000-0000-6173		21.38	Part time uniform 11/29/2022 11/29/2022 1 Transactions	229417	Uniform Allowance N
83550	Kelly Printing & Signs LLC		21.38			
4866	MEnd CORRECTIONAL CARE, PLLC					
	01-251-000-0000-6429		2,393.08	December 22 medical 12/01/2022 12/31/2022	6917	Nurse/Medical Service Agreement N

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No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
4866	MEnD CORRECTIONAL CARE, PLLC		2,393.08	1 Transactions			
5717	MN Dept Of Labor & Industry						
	01-251-000-0000-6377		10.00	Pressure vessel annual cert	ABR0291152X	Fees And Service Charges	N
				10/29/2022 10/29/2022			
5717	MN Dept Of Labor & Industry		10.00	1 Transactions			
8080	Plunkett's Pest Control, Inc						
	01-251-000-0000-6377		119.66	Pest control	7831816	Fees And Service Charges	N
				11/29/2022 11/29/2022			
8080	Plunkett's Pest Control, Inc		119.66	1 Transactions			
81511	Preston Foods						
	01-251-000-0000-6377		119.21	Jail kitchen supplies	00003874	Fees And Service Charges	N
				11/01/2022 11/14/2022			
81511	Preston Foods		119.21	1 Transactions			
20279	Steven C Norton PHD, LP						
	01-251-000-0000-6285		700.00	New hire evaluation		Professional Fees	N
				11/30/2022 11/30/2022			
20279	Steven C Norton PHD, LP		700.00	1 Transactions			
251	DEPT Total:		4,368.40	County Jail	8 Vendors	8 Transactions	
252	DEPT			Corrections			
25073	Olmsted Co Community Services						
	01-252-000-0000-6831		119,851.50	4th Qtr DFO corrections	CSFI-143148	D.F.O. Appropriation	N
				11/02/2022 11/02/2022			
25073	Olmsted Co Community Services		119,851.50	1 Transactions			
252	DEPT Total:		119,851.50	Corrections	1 Vendors	1 Transactions	
441	DEPT			Public Health			
80445	Beckley's Office Products, Inc.						
	01-441-000-0000-6054		1,903.50	ICA2 Expenditure	88583	Immunization Cooperative Agreement (2)	N
				11/28/2022 11/28/2022			
	01-441-000-0000-6447		1,269.00	LPH Expenditure	88584	LPHA Grant Expenses	N
				11/28/2022 11/28/2022			

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Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
80445	Beckley's Office Products, Inc.		3,172.50		2 Transactions		
6674	Draper/Erica						
	01-441-000-0000-6054		28.13	Nov 22 ICA2 mileage		Immunization Cooperative Agreement (2)	Y
				11/01/2022	11/30/2022		
6674	Draper/Erica		28.13		1 Transactions		
106	Fillmore Co Treasurer						
	01-441-000-0000-6437		7.54	October CTC fuel		CTC Expenses	N
				10/01/2022	10/31/2022		
	01-441-000-0000-6445		17.11	October TANF fuel		TANF Expenses	N
				10/01/2022	10/31/2022		
106	Fillmore Co Treasurer		24.65		2 Transactions		
111	Fillmore Co Treasurer- Credit Card/ACH						
	01-441-000-0000-6437		822.42	FC Pens- C&TC		CTC Expenses	N
				11/07/2022	11/07/2022		
	01-441-000-0000-6447		84.28	LPH meeting expenses		LPHA Grant Expenses	N
				11/18/2022	11/18/2022		
	01-441-000-0000-6447		0.29	Sticky notes & notary stamp		LPHA Grant Expenses	N
				11/18/2022	11/18/2022		
	01-441-000-0000-6448		147.35	SHIP-cable bicycle locks		Ship Grant Expenses	N
				10/31/2022	10/31/2022		
	01-441-000-0000-6449		27.94	10ml syringe w/covers		Preparedness Grant	N
				11/02/2022	11/02/2022		
111	Fillmore Co Treasurer- Credit Card/ACH		1,082.28		5 Transactions		
4177	GATZKE/MICHELE						
	01-441-000-0000-6054		6.25	November 22 ICA2 mileage		Immunization Cooperative Agreement (2)	N
				11/03/2022	11/22/2022		
4177	GATZKE/MICHELE		6.25		1 Transactions		
5710	Holst/Jessica						
	01-441-000-0000-6445		13.75	November 22 WIC mileage		TANF Expenses	N
				11/10/2022	11/10/2022		
5710	Holst/Jessica		13.75		1 Transactions		
3169	Pohlman/Brenda L						
	01-441-000-0000-6390		233.13	TZD mileage		TZD Save Roads Basic 20.600	N

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
3169	Pohlman/Brenda L		233.13	10/11/2022 10/13/2022 1 Transactions		
6884	Rodger/Aimee					
	01-441-000-0000-6437		6.25	October C&TC mileage 10/20/2022 10/28/2022	CTC Expenses	N
	01-441-000-0000-6445		21.25	October TANF mileage 10/20/2022 10/28/2022	TANF Expenses	N
6884	Rodger/Aimee		27.50	2 Transactions		
441	DEPT Total:		4,588.19	Public Health	8 Vendors	15 Transactions
443	DEPT			Nursing Service		
5428	Burt/Alexis					
	01-443-000-0000-6335		67.50	Nov 22 Nursing mileage 11/08/2022 11/10/2022	Employee Automobile Allowance	N
5428	Burt/Alexis		67.50	1 Transactions		
6674	Draper/Erica					
	01-443-000-0000-6335		41.25	Nov 22 Nursing mileage 11/01/2022 11/30/2022	Employee Automobile Allowance	Y
6674	Draper/Erica		41.25	1 Transactions		
106	Fillmore Co Treasurer					
	01-443-000-0000-6561		26.39	October LTC fuel 10/01/2022 10/31/2022	Gasoline Diesel And Other Fuels	N
106	Fillmore Co Treasurer		26.39	1 Transactions		
4177	GATZKE/MICHELE					
	01-443-000-0000-6335		68.75	November 22 Nursing mileage 11/03/2022 11/22/2022	Employee Automobile Allowance	N
4177	GATZKE/MICHELE		68.75	1 Transactions		
7139	Johnson/Dakota					
	01-443-000-0000-6335		96.88	November 22 Nursing mileage 11/02/2022 11/02/2022	Employee Automobile Allowance	N
7139	Johnson/Dakota		96.88	1 Transactions		

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	Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
443	DEPT Total:			300.77	Nursing Service	5 Vendors	5 Transactions	
446	DEPT				Mch Program			
	106	Fillmore Co Treasurer						
		01-446-000-0000-6335		8.12	October MCH fuel		Employee Automobile Allowance	N
					10/01/2022	10/31/2022		
	106	Fillmore Co Treasurer		8.12		1 Transactions		
	111	Fillmore Co Treasurer- Credit Card/ACH						
		01-446-000-0000-6257		52.99	Organizer pockets/paper clips		EBHV Expense	N
					11/07/2022	11/07/2022		
		01-446-000-0000-6257		822.41	FC Pens- EBHV		EBHV Expense	N
					11/07/2022	11/07/2022		
	111	Fillmore Co Treasurer- Credit Card/ACH		875.40		2 Transactions		
446	DEPT Total:			883.52	Mch Program	2 Vendors	3 Transactions	
602	DEPT				County Extension Service			
	7119	Pease/Weston						
		01-602-000-0000-6104		45.00	November 22 CEC mtg per diem		Per Diem	N
					11/09/2022	11/09/2022		
	7119	Pease/Weston		45.00		1 Transactions		
	7125	Rowen/Emma						
		01-602-000-0000-6104		45.00	November 22 CEC mtg per diem		Per Diem	N
					11/09/2022	11/09/2022		
	7125	Rowen/Emma		45.00		1 Transactions		
	20031	Sample/Mark						
		01-602-000-0000-6104		45.00	November 22 CEC mtg per diem		Per Diem	N
					11/09/2022	11/09/2022		
		01-602-000-0000-6335		18.75	November 22 CEC mtg mileage		Employee Automobile Allowance	N
					11/09/2022	11/09/2022		
	20031	Sample/Mark		63.75		2 Transactions		
	20255	TerBeest/Daniel						
		01-602-000-0000-6104		45.00	November 22 CEC mtg per diem		Per Diem	N
					11/09/2022	11/09/2022		

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<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>
	01-602-000-0000-6335		32.50	November 22 CEC mtg mileage		Employee Automobile Allowance N
				11/09/2022 11/09/2022		
20255	TerBeest/Daniel		77.50	2 Transactions		
602	DEPT Total:		231.25	County Extension Service	4 Vendors	6 Transactions
603	DEPT			Feedlot		
	106 Fillmore Co Treasurer					
	01-603-000-0000-6561		53.07	October Zoning fuel		Gasoline Diesel And Other Fuels N
				10/01/2022 10/31/2022		
	106 Fillmore Co Treasurer		53.07	1 Transactions		
603	DEPT Total:		53.07	Feedlot	1 Vendors	1 Transactions
1	Fund Total:		291,690.95	County Revenue Fund		106 Transactions

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	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
111	DEPT				Facilites Mtce			
	5751	Fastenal Company						
		12-111-000-0000-6625		2,777.88	AED units for Fillmore County	MNPRE96340	Building Improvement	N
					11/23/2022 11/23/2022			
	5751	Fastenal Company		2,777.88	1 Transactions			
	9206	Winona Heating & Ventilating Co, Inc.						
		12-111-000-0000-6625		27,490.00	Compressor #2 FCOB	25896	Building Improvement	N
					11/18/2022 11/18/2022			
		12-111-000-0000-6625		7,940.00	AC unit in IT room FCOB	25917	Building Improvement	N
					11/29/2022 11/29/2022			
	9206	Winona Heating & Ventilating Co, Inc.		35,430.00	2 Transactions			
111	DEPT Total:			38,207.88	Facilites Mtce	2 Vendors	3 Transactions	
610	DEPT				Greenleafton Septic System District			
	5147	Gopher Septic Service Inc						
		12-610-000-0000-6623		3,950.00	Greenleafton Septic Maintenanc	45776	Greenleafton Septic System Expenses	N
					11/28/2022 11/28/2022			
	5147	Gopher Septic Service Inc		3,950.00	1 Transactions			
610	DEPT Total:			3,950.00	Greenleafton Septic System District	1 Vendors	1 Transactions	
12	Fund Total:			42,157.88	INFRA FUND		4 Transactions	

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300	DEPT		Highway Administration			
82132	Fillmore Co Journal					
	13-300-000-0000-6241	33.75	11/14 ads: Chatfield shop	145399	Advertising	N
82132	Fillmore Co Journal	33.75	1 Transactions			
111	Fillmore Co Treasurer- Credit Card/ACH					
	13-300-000-0000-6245	210.00	12/2 registration		Registration Fees	N
	13-300-000-0000-6245	712.36	12/2 lodging		Registration Fees	N
	13-300-000-0000-6270	21.46	12/2 subscription		Data Processing	N
111	Fillmore Co Treasurer- Credit Card/ACH	943.82	3 Transactions			
300	DEPT Total:	977.57	Highway Administration	2 Vendors	4 Transactions	
310	DEPT		Highway Maintenance			
6978	Aramark Uniform & Career Apparal Group					
	13-310-000-0000-6293	23.34	11/1 uniforms	105782	Uniform Expense	N
	13-310-000-0000-6293	31.49	11/1 uniforms	106443	Uniform Expense	N
	13-310-000-0000-6293	26.29	11/3 uniforms	108092	Uniform Expense	N
	13-310-000-0000-6293	29.98	11/3 uniforms	108121	Uniform Expense	N
	13-310-000-0000-6293	72.81	11/3 uniforms	108200	Uniform Expense	N
	13-310-000-0000-6293	63.84	11/7 uniforms	109569	Uniform Expense	N
	13-310-000-0000-6293	23.34	11/8 uniforms	110145	Uniform Expense	N
	13-310-000-0000-6293	31.49	11/8 uniforms	110586	Uniform Expense	N
	13-310-000-0000-6293	26.29	11/10 uniforms	112240	Uniform Expense	N
	13-310-000-0000-6293	29.98	11/10 uniforms	112264	Uniform Expense	N
	13-310-000-0000-6293	109.39	11/10 uniforms	112355	Uniform Expense	N
	13-310-000-0000-6293	52.93	11/14 uniforms	113839	Uniform Expense	N
	13-310-000-0000-6293	23.34	11/15 uniforms	114175	Uniform Expense	N
	13-310-000-0000-6293	31.49	11/15 uniforms	114832	Uniform Expense	N
	13-310-000-0000-6293	26.29	11/17 uniforms	116426	Uniform Expense	N
	13-310-000-0000-6293	29.98	11/17 uniforms	116438	Uniform Expense	N
	13-310-000-0000-6293	69.44	11/17 uniforms	116487	Uniform Expense	N
	13-310-000-0000-6293	52.93	11/21 uniforms	117993	Uniform Expense	N
	13-310-000-0000-6293	23.34	11/22 uniforms	118400	Uniform Expense	N
	13-310-000-0000-6293	25.67	11/22 uniforms	118948	Uniform Expense	N
	13-310-000-0000-6293	26.29	11/24 uniforms	120678	Uniform Expense	N
	13-310-000-0000-6293	29.98	11/24 uniforms	120693	Uniform Expense	N
	13-310-000-0000-6293	106.01	11/24 uniforms	120772	Uniform Expense	N
	13-310-000-0000-6293	52.93	11/28 uniforms	121975	Uniform Expense	N

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
	13-310-000-0000-6293		23.34	11/29 uniforms	122567	Uniform Expense	N
	13-310-000-0000-6293		31.49	11/29 uniforms	123175	Uniform Expense	N
6978	Aramark Uniform & Career Apparal Group		1,073.69	26 Transactions			
1891	Bruening Rock Products, Inc.						
	13-310-000-0000-6505		12,236.00	9/30 rock	263900	Aggregate	N
	13-310-000-0000-6505		230.91	10/20 rock	265985	Aggregate	N
1891	Bruening Rock Products, Inc.		12,466.91	2 Transactions			
2883	Cargill Inc						
	13-310-000-0000-6525		30,374.87	11/15 salt	2907699657	Road Salt And Dust Control Chemicals	N
	13-310-000-0000-6525		35,415.15	11/16 salt	2907703653	Road Salt And Dust Control Chemicals	N
	13-310-000-0000-6525		21,988.01	11/17 salt	2907707466	Road Salt And Dust Control Chemicals	N
	13-310-000-0000-6525		19,314.82	11/18 salt	2907711356	Road Salt And Dust Control Chemicals	N
2883	Cargill Inc		107,092.85	4 Transactions			
1982	Dunn Blacktop Co Inc						
	13-310-000-0000-6528		890.40	11/5 hot mix	6292	Bituminous Materials	N
1982	Dunn Blacktop Co Inc		890.40	1 Transactions			
5751	Fastenal Company						
	13-310-000-0000-6515		363.00	10/31 supplies	96200	Traffic Signs	N
5751	Fastenal Company		363.00	1 Transactions			
3210	Mathy Construction Co Inc						
	13-310-000-0000-6528		2,191.66	10/15 hot mix	21405	Bituminous Materials	N
3210	Mathy Construction Co Inc		2,191.66	1 Transactions			
3632	Milestone Materials Inc						
	13-310-000-0000-6505		94.88	10/18 rock	319009	Aggregate	N
	13-310-000-0000-6505		100.60	10/18 rock	319010	Aggregate	N
	13-310-000-0000-6505		111.54	10/18 rock	319011	Aggregate	N
	13-310-000-0000-6505		503.34	10/18 rock	319012	Aggregate	N
	13-310-000-0000-6505		298.13	10/25 rock	321696	Aggregate	N
	13-310-000-0000-6505		562.15	10/25 rock	321697	Aggregate	N
	13-310-000-0000-6505		590.89	10/31 rock	323533	Aggregate	N
3632	Milestone Materials Inc		2,261.53	7 Transactions			
272	Newman Signs						

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13 County Road & Bridge

*** Fillmore County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
	13-310-000-0000-6515		11/28 signs	TRFINV044013	Traffic Signs	N
272	Newman Signs		1 Transactions			
20061	Noland Lumber Company					
	13-310-000-0000-6580	39.00	10/6 patching material	1733	Other Repair And Maintenance Supplies	N
20061	Noland Lumber Company	39.00	1 Transactions			
1067	Preston Dairy & Farm Assn					
	13-310-000-0000-6529	744.00	10/21 seeding	226609	Seeding	N
1067	Preston Dairy & Farm Assn	744.00	1 Transactions			
6454	Quam/Jeff					
	13-310-000-0000-6466	190.00	12/7 safety boots		Safety Materials	N
6454	Quam/Jeff	190.00	1 Transactions			
310	DEPT Total:	127,418.08	Highway Maintenance	11 Vendors	46 Transactions	
320	DEPT		Highway Construction			
5751	Fastenal Company					
	13-320-000-0000-6501	220.00	11/30 suppliles	96569	Engineering And Surveying Supplies	N
5751	Fastenal Company	220.00	1 Transactions			
82132	Fillmore Co Journal					
	13-320-000-0000-6241	40.50	11/14 ads: 2516	145397	Advertising	N
82132	Fillmore Co Journal	40.50	1 Transactions			
320	DEPT Total:	260.50	Highway Construction	2 Vendors	2 Transactions	
330	DEPT		Equipment Maintenance Shops			
6978	Aramark Uniform & Career Apparal Group					
	13-330-000-0000-6576	27.46	11/10 supplies	112317	Shop Supplies & Tools	N
	13-330-000-0000-6576	27.46	11/24 supplies	120731	Shop Supplies & Tools	N
6978	Aramark Uniform & Career Apparal Group	54.92	2 Transactions			
3691	Bauer Built Inc					
	13-330-000-0000-6516	3,426.50	10/17 tires/parts	126622	Tires & Repairs	N
	13-330-000-0000-6516	621.00	10/17 labor	126622	Tires & Repairs	N

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
3691	Bauer Built Inc		4,047.50	2 Transactions		
6617	Chatfield Parts House					
	13-330-000-0000-6317		17.48	11/21 bldg maint	870930	Building Maintenance N
	13-330-000-0000-6576		9.99	11/23 supplies	871107	Shop Supplies & Tools N
6617	Chatfield Parts House		27.47	2 Transactions		
1425	Continental Research Corp					
	13-330-000-0000-6317		382.99	11/28 bldg maint	40482	Building Maintenance N
1425	Continental Research Corp		382.99	1 Transactions		
5826	Culligan Water					
	13-330-000-0000-6317		35.30	11/30 drinking water	588x01354902	Building Maintenance N
5826	Culligan Water		35.30	1 Transactions		
8165	Dave Syverson Freightliner					
	13-330-000-0000-6576		22.38	11/1 supplies	402980	Shop Supplies & Tools N
	13-330-000-0000-6575		358.97	11/4 parts	403253	Machinery Parts N
	13-330-000-0000-6575		368.74	11/9 parts	403585	Machinery Parts N
	13-330-000-0000-6576		64.00	11/16 supplies	404136	Shop Supplies & Tools N
	13-330-000-0000-6575		24.84	11/21 parts	404455	Machinery Parts N
	13-330-000-0000-6576		24.84	11/21 supplies	404455	Shop Supplies & Tools N
	13-330-000-0000-6575		121.26	11/22 parts	404570	Machinery Parts N
	13-330-000-0000-6575		177.55	11/28 parts	404894	Machinery Parts N
8165	Dave Syverson Freightliner		1,162.58	8 Transactions		
4590	Debauche Truck & Diesel					
	13-330-000-0000-6575		171.18	12/1 parts	01P20051	Machinery Parts N
4590	Debauche Truck & Diesel		171.18	1 Transactions		
5751	Fastenal Company					
	13-330-000-0000-6576		187.78-	9/1 supplies	95581	Shop Supplies & Tools N
	13-330-000-0000-6576		13.56	10/21 supplies	96123	Shop Supplies & Tools N
	13-330-000-0000-6576		227.35	11/10 supplies	96338	Shop Supplies & Tools N
	13-330-000-0000-6576		15.90	11/10 supplies	96358	Shop Supplies & Tools N
	13-330-000-0000-6576		21.09	11/10 supplies	96366	Shop Supplies & Tools N
5751	Fastenal Company		90.12	5 Transactions		
9142	Force America Distributing LLC					

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
	13-330-000-0000-6575		105.87	11/17 parts	001-1685038	Machinery Parts N
9142	Force America Distributing LLC		105.87	1 Transactions		
3370	Haakenson Electric, Inc					
	13-330-000-0000-6317		85.63	11/9 bldg maint	6617	Building Maintenance N
3370	Haakenson Electric, Inc		85.63	1 Transactions		
155	Hammell Equipment Inc					
	13-330-000-0000-6561		158.47	10/10 additive	I151650	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6561		187.92	10/29 additive	RI90484	Gasoline Diesel And Other Fuels N
155	Hammell Equipment Inc		346.39	2 Transactions		
2669	Hammell Equipment Inc					
	13-330-000-0000-6561		162.38	11/14 additive	HI64243	Gasoline Diesel And Other Fuels N
2669	Hammell Equipment Inc		162.38	1 Transactions		
3714	Hovey Oil Co Inc					
	13-330-000-0000-6561		581.60	11/3 gas	6998	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6561		1,202.97	11/3 #1 diesel	6998	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6561		4,305.83	11/7 #1 diesel	7004	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6561		3,420.45	11/7 #2 diesel	7004	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6561		1,979.79	11/8 #1 diesel	7011	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6561		1,554.75	11/8 #2 diesel	7011	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6561		1,977.64	11/9 #2 diesel	7024	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6561		1,988.67	11/9 #1 diesel	7024	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6561		3,944.86	11/10 gas	7032	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6561		1,922.80	11/29 #1 diesel	8508	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6561		1,239.14	11/29 #2 diesel	8508	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6561		2,403.50	11/30 #1 diesel	8512	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6561		1,785.50	11/30 #2 diesel	8512	Gasoline Diesel And Other Fuels N
	13-330-000-0000-6561		4,484.80	11/30 gas	8513	Gasoline Diesel And Other Fuels N
3714	Hovey Oil Co Inc		32,792.30	14 Transactions		
2343	Kingsley Mercantile Inc.					
	13-330-000-0000-6576		12.50	11/30 supplies	24	Shop Supplies & Tools N
2343	Kingsley Mercantile Inc.		12.50	1 Transactions		
20261	Midwest Machinery					
	13-330-000-0000-6576		75.87	11/23 supplies	9422677	Shop Supplies & Tools N

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
20261	Midwest Machinery		75.87	1 Transactions		
5717	MN Dept Of Labor & Industry					
	13-330-000-0000-6317		10.00 11/28 boiler license/insp	292101x	Building Maintenance	N
	13-330-000-0000-6317		10.00 11/28 boiler license/insp	292147x	Building Maintenance	N
	13-330-000-0000-6317		10.00 11/28 boiler license/insp	292180x	Building Maintenance	N
	13-330-000-0000-6317		10.00 11/28 boiler license/insp	293047x	Building Maintenance	N
	13-330-000-0000-6317		10.00 11/28 boiler license/insp	293144x	Building Maintenance	N
	13-330-000-0000-6317		10.00 11/28 boiler license/insp	293826x	Building Maintenance	N
	13-330-000-0000-6317		20.00 11/28 boiler license/insp	294163x	Building Maintenance	N
5717	MN Dept Of Labor & Industry		80.00	7 Transactions		
7100	North Central International					
	13-330-000-0000-6575		742.29 11/23 parts	x224007049	Machinery Parts	N
7100	North Central International		742.29	1 Transactions		
8080	Plunkett's Pest Control, Inc					
	13-330-000-0000-6317		73.43 11/28 pest control	7830436	Building Maintenance	N
	13-330-000-0000-6317		58.57 11/28 pest control	7831817	Building Maintenance	N
8080	Plunkett's Pest Control, Inc		132.00	2 Transactions		
5988	Preston Auto Parts					
	13-330-000-0000-6576		117.64 11/1 supplies	734900	Shop Supplies & Tools	N
	13-330-000-0000-6576		63.44 11/1 supplies	734908	Shop Supplies & Tools	N
	13-330-000-0000-6576		100.97 11/1 supplies	735011	Shop Supplies & Tools	N
	13-330-000-0000-6575		44.99 11/2 parts	735050	Machinery Parts	N
	13-330-000-0000-6576		170.16 11/4 supplies	735354	Shop Supplies & Tools	N
	13-330-000-0000-6575		181.70 11/7 parts	735548	Machinery Parts	N
	13-330-000-0000-6575		73.98 11/10 parts	735901	Machinery Parts	N
	13-330-000-0000-6576		49.98 11/11 supplies	736132	Shop Supplies & Tools	N
	13-330-000-0000-6576		85.74 11/15 supplies	736462	Shop Supplies & Tools	N
	13-330-000-0000-6575		142.34 11/18 parts	736857	Machinery Parts	N
	13-330-000-0000-6576		19.98 11/21 supplies	737085	Shop Supplies & Tools	N
	13-330-000-0000-6317		44.99 11/21 bldg maint	737094	Building Maintenance	N
	13-330-000-0000-6576		10.99 11/23 supplies	737401	Shop Supplies & Tools	N
	13-330-000-0000-6576		20.58 11/30 supplies	738016	Shop Supplies & Tools	N
5988	Preston Auto Parts		1,127.48	14 Transactions		
3989	Ronco Engineering Sales Co, Inc					

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13 County Road & Bridge

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
	13-330-000-0000-6576		11/2 supplies	3303324	Shop Supplies & Tools	N
3989	Ronco Engineering Sales Co, Inc		849.17			
		849.17				
97	Rushford Hardware					
	13-330-000-0000-6317		11/14 bldg maint	E325313	Building Maintenance	N
97	Rushford Hardware		9.58			
		9.58				
3634	Spring Valley Overhead Door Company Inc					
	13-330-000-0000-6317		11/21 bldg maint	49203	Building Maintenance	N
	13-330-000-0000-6317		11/23 bldg maint	49208	Building Maintenance	N
3634	Spring Valley Overhead Door Company Inc		25.00			
		88.00				
		113.00				
361	Thompson Motors Of Wykoff Inc					
	13-330-000-0000-6575		11/3 parts	27-283198	Machinery Parts	N
	13-330-000-0000-6575		11/30 parts	27-283494	Machinery Parts	N
361	Thompson Motors Of Wykoff Inc		139.90			
		22.42				
		162.32				
7757	Universal Truck Equipment Inc					
	13-330-000-0000-6576		11/2 supplies	58699	Shop Supplies & Tools	N
	13-330-000-0000-6576		11/18 chain	58863	Shop Supplies & Tools	N
	13-330-000-0000-6575		11/18 parts	58864	Machinery Parts	N
	13-330-000-0000-6575		11/22 parts	58892	Machinery Parts	N
	13-330-000-0000-6575		12/1 parts	58959	Machinery Parts	N
	13-330-000-0000-6576		12/1 supplies	58959	Shop Supplies & Tools	N
7757	Universal Truck Equipment Inc		803.78			
		2,030.00				
		57.65				
		238.56				
		62.00				
		80.00				
		3,271.99				
450	Zep Sales & Service					
	13-330-000-0000-6576		11/16 supplies	9008023472	Shop Supplies & Tools	N
450	Zep Sales & Service		224.75			
		224.75				
330	DEPT Total:		46,265.58			
			Equipment Maintenance Shops	25 Vendors	80 Transactions	
360	DEPT		Wheelage Tax			
324	Rochester Sand & Gravel Inc					
	13-360-000-0000-6613		9/12 CSAH 5 Maint Patch	28636	Wheelage Tax Expenses	N
324	Rochester Sand & Gravel Inc		62,296.23			
		62,296.23				

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor		<u>Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</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>
360	DEPT Total:			62,296.23	Wheelage Tax	1 Vendors	1 Transactions
13	Fund Total:			237,217.96	County Road & Bridge		133 Transactions

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23 County Airport Fund

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	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		1,171.00	2023 Courtesy van insurance	1549	Property Liability Insurance N
				12/09/2022 12/09/2022		
	4298 Essig Agency Inc		1,171.00	1 Transactions		
82132	Fillmore Co Journal					
	23-350-000-0000-6628		123.98	ATP Terminal Bldg Ad 95%	145391	Fed Improvement Const/Grant N
				11/14/2022 11/14/2022		
	23-350-000-0000-6630		6.52	FC Terminal Blg Ad 5%	145391	County Share Construction/Improvement N
				11/14/2022 11/14/2022		
	23-350-000-0000-6628		15.68	A/D Bldg Sealed Bids Fed	145931	Fed Improvement Const/Grant N
				11/28/2022 11/28/2022		
	23-350-000-0000-6630		0.82	A/D Bldg Sealed Bids FC	145931	County Share Construction/Improvement N
				11/28/2022 11/28/2022		
	82132 Fillmore Co Journal		147.00	4 Transactions		
4424	FINANCE & COMMERCE, INC					
	23-350-000-0000-6628		386.11	ATP Terminal Bldg Ad 95%	745588669	Fed Improvement Const/Grant N
				11/14/2022 11/14/2022		
	23-350-000-0000-6630		20.32	FC Terminal Bldg Ad 5%	745588669	County Share Construction/Improvement N
				11/14/2022 11/14/2022		
	4424 FINANCE & COMMERCE, INC		406.43	2 Transactions		
4529	Grainger					
	23-350-000-0000-6377		45.51	T Hangar key cabinet tags	9512002453	Fees And Service Charges N
				11/14/2022 11/14/2022		
	4529 Grainger		45.51	1 Transactions		
5536	MiEnergy Cooperative					
	23-350-000-0000-6612		37.45	T Hangar new power ARPA Fnl	484632	CARES/CRRSA/ARPA N
				07/25/2022 07/25/2022		
	23-350-000-0000-6628		337.01	T Hangar new power Fed Fnl	484632	Fed Improvement Const/Grant N
				07/25/2022 07/25/2022		
	5536 MiEnergy Cooperative		374.46	2 Transactions		
2645	Myhre/Charles					
	23-350-000-0000-6316		234.00	Wildlife Control	58469	Grounds Maintenance Y
				11/18/2022 11/18/2022		

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23 County Airport Fund

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Vendor	<u>Name</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</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>	
2645	Myhre/Charles		234.00	1 Transactions			
8755	Valley Home Improvement						
	23-350-000-0000-6321		9.13	Fire Ext Cabinet glass	70221	Other Repair And Maintenance	N
				10/14/2022 10/14/2022			
8755	Valley Home Improvement		9.13	1 Transactions			
350	DEPT Total:		2,387.53	County Airport	7 Vendors	12 Transactions	
351	DEPT			Airport Fuel Sales			
4524	SynTech Systems						
	23-351-000-0000-6321		184.20	Fuel Sys LCD display replemnt	259163	Other Repair And Maintenance	N
				11/30/2022 11/30/2022			
4524	SynTech Systems		184.20	1 Transactions			
351	DEPT Total:		184.20	Airport Fuel Sales	1 Vendors	1 Transactions	
23	Fund Total:		2,571.73	County Airport Fund		13 Transactions	
	Final Total:		573,638.52	127 Vendors	256 Transactions		

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	291,690.95	County Revenue Fund
12	42,157.88	INFRA FUND
13	237,217.96	County Road & Bridge
23	2,571.73	County Airport Fund
All Funds	573,638.52	Total

Approved by,
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 13 County Road & Bridge

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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	Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
320	DEPT				Highway Construction			
	785	Griffin Construction Co						
		13-320-000-0000-6344		130,771.78	636-003 M/C #2	1122	Sap Municipal Construction	N
					11/23/2022 11/23/2022			
		13-320-000-0000-6351		24,740.56	636-003 Whalan #2	1122	Local Cost Participation	N
					11/23/2022 11/23/2022			
	785	Griffin Construction Co		155,512.34	2 Transactions			
320	DEPT Total:			155,512.34	Highway Construction	1 Vendors	2 Transactions	
13	Fund Total:			155,512.34	County Road & Bridge		2 Transactions	
	Final Total:			155,512.34	1 Vendors	2 Transactions		

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Audit List for Board **AUDITOR'S VOUCHERS ENTRIES**



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
13	155,512.34	County Road & Bridge
All Funds	155,512.34	Total

Approved by,
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bharmening
11/23/22 9:56AM
1 County Revenue Fund

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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	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				Facilites Mtce			
	308	Preston Public Utilities						
		01-111-000-0000-6251		2,687.94	FCOB electric 09/29/2022 10/31/2022	44701115	Electricity	N
		01-111-000-0000-6251		4,773.35	FC courthouse electric 09/29/2022 10/31/2022	88833822	Electricity	N
	308	Preston Public Utilities		7,461.29	2 Transactions			
111	DEPT Total:			7,461.29	Facilites Mtce	1 Vendors	2 Transactions	
251	DEPT				County Jail			
	308	Preston Public Utilities						
		01-251-000-0000-6251		2,170.62	Jail electric 09/29/2022 10/31/2022	4471340	Electricity	N
	308	Preston Public Utilities		2,170.62	1 Transactions			
251	DEPT Total:			2,170.62	County Jail	1 Vendors	1 Transactions	
1	Fund Total:			9,631.91	County Revenue Fund		3 Transactions	

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14 Sanitation Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
390	DEPT			Resource Recovery Center			
5504	HARTER'S TRASH & RECYCLING INC						
	14-390-000-0000-6374		29,694.31	July trash 07/01/2022 07/01/2022	0000483210	Landfill Tipping Fees	N
	14-390-000-0000-6374		41,139.65	August trash 08/01/2022 08/31/2022	0000487744	Landfill Tipping Fees	N
	14-390-000-0000-6374		29,622.46	September trash 09/01/2022 09/30/2022	0000490322	Landfill Tipping Fees	N
	14-390-000-0000-6374		26,027.14	October trash 10/01/2022 10/31/2022	0000493006	Landfill Tipping Fees	N
5504	HARTER'S TRASH & RECYCLING INC		126,483.56	4 Transactions			
308	Preston Public Utilities						
	14-390-000-0000-6251		415.23	Transfer station electric 09/29/2022 10/31/2022	4457326	Electricity	N
308	Preston Public Utilities		415.23	1 Transactions			
390	DEPT Total:		126,898.79	Resource Recovery Center	2 Vendors	5 Transactions	
391	DEPT			Score Grant Program			
5504	HARTER'S TRASH & RECYCLING INC						
	14-391-000-0000-6861		4,323.40	July recycling 07/01/2022 07/01/2022	0000483210	Recycling Operation Expense	N
	14-391-000-0000-6861		6,234.35	August recycling 08/01/2022 08/31/2022	0000487744	Recycling Operation Expense	N
	14-391-000-0000-6861		10,709.09	September recycling 09/01/2022 09/30/2022	0000490322	Recycling Operation Expense	N
	14-391-000-0000-6861		11,246.66	October recycling 10/01/2022 10/31/2022	0000493006	Recycling Operation Expense	N
5504	HARTER'S TRASH & RECYCLING INC		32,513.50	4 Transactions			
391	DEPT Total:		32,513.50	Score Grant Program	1 Vendors	4 Transactions	
14	Fund Total:		159,412.29	Sanitation Fund		9 Transactions	

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

	Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
611	DEPT				Greenleafon Maintenance Expense			
	5536	MiEnergy Cooperative						
		73-611-000-0000-6251		228.79	Greenleafon WWTP	302875001	Electricity	N
					10/01/2022 11/01/2022			
		73-611-000-0000-6251		55.56	Greenleafon WWTP grinder	302875002	Electricity	N
					10/01/2022 11/01/2022			
	5536	MiEnergy Cooperative		284.35	2 Transactions			
611	DEPT Total:			284.35	Greenleafon Maintenance Expense	1 Vendors	2 Transactions	
73	Fund Total:			284.35	Greenleafon Septic Project		2 Transactions	
	Final Total:			169,328.55	6 Vendors	14 Transactions		

*** Fillmore County ***

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	9,631.91	County Revenue Fund
14	159,412.29	Sanitation Fund
73	284.35	Greenleafon Septic Project
All Funds	169,328.55	Total

Approved by,

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bharmening
12/1/22 8:16AM
1 County Revenue Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

	Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
149	DEPT				Other General Government			
	3219	Centurylink						
		01-149-000-0000-6203		1,673.13	Sept-Oct 22 89549526 11/29/2022 11/29/2022	601282841	Telephone	N
		01-149-000-0000-6203		1,690.71	Oct-Nov 22 89549526 11/29/2022 11/29/2022	612451769	Telephone	N
		01-149-000-0000-6203		1,641.34	Nov-Dec 22 89549526 11/29/2022 11/29/2022	616531899	Telephone	N
	3219	Centurylink		5,005.18	3 Transactions			
149	DEPT Total:			5,005.18	Other General Government	1 Vendors	3 Transactions	
202	DEPT				Sheriff			
	20107	Wex Bank/Sinclair						
		01-202-000-0000-6561		2,974.62	HCM Fuel 11/30/2022 11/30/2022	85069122	Gasoline Diesel And Other Fuels	N
	20107	Wex Bank/Sinclair		2,974.62	1 Transactions			
202	DEPT Total:			2,974.62	Sheriff	1 Vendors	1 Transactions	
446	DEPT				Mch Program			
	1285	Houston County Public Health						
		01-446-000-0000-6088		4,821.00	WIC 11/30/2022 11/30/2022		Houston Grant Passthrough (01-446-5325)	N
		01-446-000-0000-6088		3,821.03	SHIP Oct 22 11/29/2022 11/29/2022		Houston Grant Passthrough (01-446-5325)	N
	1285	Houston County Public Health		8,642.03	2 Transactions			
446	DEPT Total:			8,642.03	Mch Program	1 Vendors	2 Transactions	
1	Fund Total:			16,621.83	County Revenue Fund		6 Transactions	

bharmening
12/1/22 8:16AM
13 County Road & Bridge

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

	Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
300	DEPT				Highway Administration			
	7129	CenturyLink						
		13-300-000-0000-6203		144.09	11/10 telephone	5078673784	Telephone	N
	7129	CenturyLink		144.09	1 Transactions			
300	DEPT Total:			144.09	Highway Administration	1 Vendors	1 Transactions	
330	DEPT				Equipment Maintenance Shops			
	7542	Fillmore Co Treasurer						
		13-330-000-0000-6561		603.35	11/30 Oct fuel tax		Gasoline Diesel And Other Fuels	N
	7542	Fillmore Co Treasurer		603.35	1 Transactions			
	6094	MN Energy Resources Corporation						
		13-330-000-0000-6255		164.95	11/17 natural gas	0505303491	Gas	N
		13-330-000-0000-6255		231.58	11/22 natural gas	0507313281	Gas	N
		13-330-000-0000-6255		479.05	11/22 natural gas	0507351562	Gas	N
	6094	MN Energy Resources Corporation		875.58	3 Transactions			
330	DEPT Total:			1,478.93	Equipment Maintenance Shops	2 Vendors	4 Transactions	
13	Fund Total:			1,623.02	County Road & Bridge		5 Transactions	

bharmening
12/1/22 8:16AM
23 County Airport Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 4

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
350	DEPT		County Airport			
5536	MiEnergy Cooperative					
	23-350-000-0000-6251		391.65 10/1 - 11/1 Electricity	327504001	Electricity	N
			10/01/2022 11/01/2022			
	23-350-000-0000-6251		16.97 10/1-11/1 Electricity	327504002	Electricity	N
			10/01/2022 11/01/2022			
	23-350-000-0000-6251		100.77 10/21-11/1 L10 FC Service	327504003	Electricity	N
			10/21/2022 11/01/2022			
	23-350-000-0000-6251		75.19 10/1-11/1 L1 FC Service	327504003	Electricity	N
			10/01/2022 11/01/2022			
	23-350-000-0000-6251		20.20 10/21-11/1 L2 Service	327504004	Electricity	N
			10/21/2022 11/01/2022			
	23-350-000-0000-6251		20.20 10/21-11/1 L3 Service	327504005	Electricity	N
			10/21/2022 11/01/2022			
	23-350-000-0000-6251		20.10 10/21-11/1 L4 Service	327504006	Electricity	N
			10/21/2022 11/01/2022			
	23-350-000-0000-6251		20.10 10/21-11/1 L5 Service	327504007	Electricity	N
			10/21/2022 11/01/2022			
	23-350-000-0000-6251		20.10 10/21-11/1 L6 Service	327504008	Electricity	N
			10/21/2022 11/01/2022			
	23-350-000-0000-6251		20.20 10/21-11/1 L7 Service	327504009	Electricity	N
			10/21/2022 11/01/2022			
	23-350-000-0000-6251		20.20 10/21-11/1 L8 Service	327504010	Electricity	N
			10/21/2022 11/01/2022			
	23-350-000-0000-6251		20.20 10/21-11/1 L9 Service	327504011	Electricity	N
			10/21/2022 11/01/2022			
	5536 MiEnergy Cooperative		745.88 12 Transactions			
350	DEPT Total:		745.88 County Airport	1 Vendors	12 Transactions	
23	Fund Total:		745.88 County Airport Fund		12 Transactions	
	Final Total:		18,990.73 7 Vendors	23 Transactions		

*** Fillmore County ***

Audit List for Board **AUDITOR'S VOUCHERS ENTRIES**



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	16,621.83	County Revenue Fund
13	1,623.02	County Road & Bridge
23	745.88	County Airport Fund
All Funds	18,990.73	Total

Approved by,
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12/7/22 4:52PM
1 County Revenue Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

	Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
14	DEPT				Law Library			
	437	Thomson Reuters-West Payment Center						
		01-014-000-0000-6451		431.02	West Info-Nov 2022	847443917	Reference Materials	N
					11/01/2022	11/30/2022		
	437	Thomson Reuters-West Payment Center		431.02	1 Transactions			
14	DEPT Total:			431.02	Law Library	1 Vendors	1 Transactions	
91	DEPT				County Attorney			
	5294	RELX Inc.DBA LexisNexis						
		01-091-000-0000-6451		206.00	November subscription	3094185028	Reference Materials	N
					11/01/2022	11/30/2022		
	5294	RELX Inc.DBA LexisNexis		206.00	1 Transactions			
91	DEPT Total:			206.00	County Attorney	1 Vendors	1 Transactions	
201	DEPT				Enhanced 911 System			
	4441	Independent Emergency Services, LLC						
		01-201-000-0000-6310		100.00	911 December services	0010166	Contract Repairs And Maintenance	Y
					12/01/2022	12/31/2022		
	4441	Independent Emergency Services, LLC		100.00	1 Transactions			
201	DEPT Total:			100.00	Enhanced 911 System	1 Vendors	1 Transactions	
202	DEPT				Sheriff			
	6317	Enterprise Fleet Management						
		01-202-000-0000-6650		6,490.60	December lease payment	FBN4615978	Enterprise Vehicle Payments	N
					12/01/2022	12/31/2022		
	6317	Enterprise Fleet Management		6,490.60	1 Transactions			
	1303	Preston Police Department						
		01-202-000-0000-5416		353.80	TZD shifts		Tzd 20.600 Safe Roads	N
					11/28/2022	11/28/2022		
	1303	Preston Police Department		353.80	1 Transactions			
202	DEPT Total:			6,844.40	Sheriff	2 Vendors	2 Transactions	

bharmening
12/7/22 4:52PM
1 County Revenue Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

	Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
203	DEPT				Spring Valley Contract			
	85440	Centurylink						
		01-203-000-0000-6203		48.21	SV Sheriff phone	301264120	Telephone	N
					11/26/2022	12/25/2022		
	85440	Centurylink		48.21	1 Transactions			
203	DEPT Total:			48.21	Spring Valley Contract	1 Vendors	1 Transactions	
251	DEPT				County Jail			
	4855	B&B Olympic Bowl						
		01-251-000-0000-6379		3,576.00	November inmate meals		Board Of Prisoners	N
					11/01/2022	11/30/2022		
	4855	B&B Olympic Bowl		3,576.00	1 Transactions			
	3219	Centurylink						
		01-251-000-0000-6203		3.82	Sheriff long distance	617073303	Telephone	N
					10/24/2022	11/24/2022		
	3219	Centurylink		3.82	1 Transactions			
	85440	Centurylink						
		01-251-000-0000-6203		70.50	Sheriff phone	406899378	Telephone	N
					11/26/2022	12/25/2022		
	85440	Centurylink		70.50	1 Transactions			
	6094	MN Energy Resources Corporation						
		01-251-000-0000-6255		925.10	November jail gas	4377657636	Gas	N
					10/26/2022	11/29/2022		
	6094	MN Energy Resources Corporation		925.10	1 Transactions			
251	DEPT Total:			4,575.42	County Jail	4 Vendors	4 Transactions	
1	Fund Total:			12,205.05	County Revenue Fund		10 Transactions	

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12/7/22 4:52PM
13 County Road & Bridge

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 4

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
300	DEPT		Highway Administration			
4369	AcenTek					
	13-300-000-0000-6203		108.21	12/1 telephone	12352568	Telephone N
	13-300-000-0000-6203		99.06	12/1 telephone	12358032	Telephone N
4369	AcenTek		207.27	2 Transactions		
3219	Centurylink					
	13-300-000-0000-6203		3.96	11/24 telephone	617085139	Telephone N
3219	Centurylink		3.96	1 Transactions		
85440	Centurylink					
	13-300-000-0000-6203		115.86	11/26 telephone	301264100	Telephone N
	13-300-000-0000-6203		230.48	11/26 telephone	301269901	Telephone N
	13-300-000-0000-6203		64.50	11/26 telephone	301269931	Telephone N
85440	Centurylink		410.84	3 Transactions		
1829	Frontier Communications					
	13-300-000-0000-6203		86.21	11/22 telephone	5079373211	Telephone N
1829	Frontier Communications		86.21	1 Transactions		
300	DEPT Total:		708.28	Highway Administration	4 Vendors	7 Transactions
320	DEPT			Highway Construction		
3388	Minnowa Construction Inc					
	13-320-000-0000-6341		408,772.71	599-199 T/B #3	SAP 23-599-199	Township Bridge Construction N
				12/09/2022	12/09/2022	
3388	Minnowa Construction Inc		408,772.71	1 Transactions		
320	DEPT Total:		408,772.71	Highway Construction	1 Vendors	1 Transactions
330	DEPT			Equipment Maintenance Shops		
2208	City of Canton - Hwy dept					
	13-330-000-0000-6251		87.93	11/22 utilities	510-00-9	Electricity N
2208	City of Canton - Hwy dept		87.93	1 Transactions		
288	City Of Peterson					
	13-330-000-0000-6251		157.14	11/28 utilities	108A	Electricity N

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12/7/22 4:52PM
13 County Road & Bridge

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 5

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
288	City Of Peterson		157.14		1 Transactions		
6094	MN Energy Resources Corporation						
	13-330-000-0000-6255		679.20	11/28 natural gas	0502458275	Gas	N
	13-330-000-0000-6255		1,121.53	11/29 natural gas	0502625354	Gas	N
	13-330-000-0000-6255		257.96	11/23 natural gas	0506251865	Gas	N
6094	MN Energy Resources Corporation		2,058.69		3 Transactions		
343	Spring Valley Public Utilities						
	13-330-000-0000-6251		286.73	11/25 utilities	1124	Electricity	N
343	Spring Valley Public Utilities		286.73		1 Transactions		
1487	Waste Management - WI-MN						
	13-330-000-0000-6251		96.27	12/1 utilities	37596353000	Electricity	N
1487	Waste Management - WI-MN		96.27		1 Transactions		
330	DEPT Total:		2,686.76	Equipment Maintenance Shops	5 Vendors	7 Transactions	
13	Fund Total:		412,167.75	County Road & Bridge		15 Transactions	

bharmening
12/7/22 4:52PM

*** Fillmore County ***



20 PACE (Property Assessed Clean

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 6

	Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
0	DEPT				...			
	6311	Port Authority of the City of Saint Paul						
		20-000-140-0000-6804		19,776.28	Nov 22 PACE Settlement		For Other Agencies	N
					11/30/2022	11/30/2022		
	6311	Port Authority of the City of Saint Paul		19,776.28		1 Transactions		
0	DEPT Total:			19,776.28	...	1 Vendors	1 Transactions	
20	Fund Total:			19,776.28	PACE (Property Assessed Clean I		1 Transactions	

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12/7/22 4:52PM
23 County Airport Fund

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 7

	Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
350	DEPT				County Airport			
	85440	Centurylink						
		23-350-000-0000-6203		137.15	Telephone 11/26-12/25 11/26/2022 12/25/2022	301269537	Telephone	N
		23-350-000-0000-6203		61.84	Telephone 11/26-12/25 11/26/2022 12/25/2022	301269908	Telephone	N
	85440	Centurylink		198.99	2 Transactions			
	20064	Everstrong Construction						
		23-350-000-0000-6612		6,394.06	T Hangar #5 ARPA 10% 11/30/2022 11/30/2022		CARES/CRRSA/ARPA	N
		23-350-000-0000-6628		57,546.55	T Hangar #5 Fed 90% 11/30/2022 11/30/2022		Fed Improvement Const/Grant	N
	20064	Everstrong Construction		63,940.61	2 Transactions			
350	DEPT Total:			64,139.60	County Airport	2 Vendors	4 Transactions	
23	Fund Total:			64,139.60	County Airport Fund		4 Transactions	

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12/7/22 4:52PM
87 State Revenue And School F

*** Fillmore County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 8

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
0	DEPT		...			
1859	MN Department Of Finance					
	87-000-000-0000-2100		1,552.00	Nov 22 Vitals		Due To Other Governmental Agencies N
				11/01/2022 11/30/2022		
	87-000-000-0000-2313		2,982.00	Re Surcharge-Nov 22 Vitals		Real Estate Surcharge N
				11/01/2022 11/01/2022		
	87-000-000-0000-2454		602.51	TIF-Nov 22 Vitals		State Tif N
				11/01/2022 11/01/2022		
1859	MN Department Of Finance		5,136.51	3 Transactions		
5993	Mn Dept Of Health					
	87-000-000-0000-2312		297.50	Well certificates-Nov Vitals		Well Management Funds N
				11/01/2022 11/30/2022		
5993	Mn Dept Of Health		297.50	1 Transactions		
0	DEPT Total:		5,434.01	...	2 Vendors	4 Transactions
87	Fund Total:		5,434.01	State Revenue And School Fund		4 Transactions
	Final Total:		513,722.69	25 Vendors	34 Transactions	

*** Fillmore County ***

Audit List for Board **AUDITOR'S VOUCHERS ENTRIES**



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	12,205.05	County Revenue Fund	
	13	412,167.75	County Road & Bridge	
	20	19,776.28	PACE (Property Assessed Clean I	
	23	64,139.60	County Airport Fund	
	87	5,434.01	State Revenue And School Fund	
	All Funds	513,722.69	Total	Approved by,
			
			

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/13/2022

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):

1. 2023 Hazard Mitigation Plan Grant Information and Resolution

Yes, attached

2. Consider the request to purchase Dodge Durango to replace previously ordered and now canceled Chrysler Town and Country through Enterprise Fleet Management

Yes, attached

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

FW: Hazard Mitigation Plan update application

Davis, Jennifer E (DPS) <Jennifer.E.Davis@state.mn.us>

Thu 11/17/2022 10:59 AM

To: lisaf@frcsd.org <lisaf@frcsd.org>; scotta@frcsd.org <scotta@frcsd.org>; mikeg@frcsd.org <mikeg@frcsd.org>; bheitkamp@co.nobles.mn.us <bheitkamp@co.nobles.mn.us>; Mike Wisniewski <michael.wisniewski@co.todd.mn.us>; david.determan@co.todd.mn.us <david.determan@co.todd.mn.us>; Debra Paige <dpaige@co.carver.mn.us>; Kelly Miller <kmiller@co.carver.mn.us>; Ben Klinger <bklinger@co.winona.mn.us>; Kullot, Don <dkullot@co.fillmore.mn.us>; DeGeorge, John <jdegeorge@co.fillmore.mn.us>; Denise A. Anderson <Denise.Anderson@co.pine.mn.us>; kurt.freitag@co.freeborn.mn.us <kurt.freitag@co.freeborn.mn.us>; rich.hall@co.freeborn.mn.us <rich.hall@co.freeborn.mn.us>; amyl@co.mower.mn.us <amyl@co.mower.mn.us>; Dave Pike <dpik@CO.MOWER.MN.US>;

Cc: Dellwo, Kristen (DPS) <Kristen.Dellwo@state.mn.us>;

Importance: High

 1 attachment

HM Plan Application for Counties_medium.docx;

Hello EMDs,

Please complete the attached short application and return to me by *December 31, 2022*. I have provided a template for match; estimated county, city staff time and public participation hours, and rate using the standard volunteer rate of \$32.33.

Based on the population and number of cities in your county, the cost estimate of your 'medium' county plan is \$52,000 with a federal share of \$39,000 and local match of \$13,000.

No cash match will be required from any jurisdiction. The value of your time, city staff and public participation and will be sufficient to meet the 25% requirement for a county of your size.

I will submit the state application to FEMA in January for the 75% federal cost share for planning services. Anticipated grant approval date is mid/late-2023 and funding award in early 2024. I will keep you updated on the process as it moves through FEMA and the state.

Reminder: your county remains eligible for FEMA Public Assistance in the event of a lapsed Hazard Mitigation Plan.

Jennifer E. Davis | State Hazard Mitigation Officer
Homeland Security and Emergency Management
Minnesota Department of Public Safety
Cell 651-755-9920
Office 651-201-7427 | [hsem.dps.mn.gov]hsem.dps.mn.gov | [Follow DPS](#)





State of Minnesota
Department of Public Safety
Division of Homeland Security and Emergency Management
445 Minnesota Street, Suite 223
St. Paul, MN 55101-6223

Hazard Mitigation Assistance Agreement for Counties utilizing HSEM Plan Update Consultant

Overview

Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance grants are administered in the State of Minnesota by the Minnesota Division of Homeland Security and Emergency Management (HSEM). Mitigation Plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The planning process is as important as the plan itself. It creates a framework for risk-based decision making to reduce damages to lives, property, and the economy from future disasters. Hazard mitigation is any sustained action taken to reduce or eliminate long-term risk to people and their property from natural hazards.

This is a cost share grant program with FEMA paying 75% of all eligible costs and the local community being responsible for the remaining 25% of the costs. Eligible applicants include local (county/city/tribal) governments.

Responsibilities

The State will be hiring consultants and is responsible for 75% of costs of the plan. The jurisdiction is responsible for collaborating, coordinating and communicating with HSEM staff and contractor to assist in the development of a FEMA approved and adopted Hazard Mitigation Plan update.

1. Resolution

To ensure your contribution in the HMP Update process, we request your jurisdiction pass a resolution indicating the desire to participate in this program.

2. Letter of Commitment of Funds

As part of the documentation submitted to FEMA, a Letter of Commitment of Funds for the 25% local match of in-kind services is required. A template is provided to estimate in-kind match, please fill out attached budget sheet and provide required documentation, as necessary.

County Staff – Using the current (2021) Minnesota volunteer rate of \$32.33 has proved easiest for tracking in-kind time for all participants (project manager, staff support, subcommittee reps, technical experts, etc.) working on plan update. The standard volunteer rate for Minnesota is from www.independentsector.org. If you wish to provide actual county staff rates, please provide base plus fringe breakout provided by payroll system.

Hazard Mitigation Plan Update Process

After a contact is established between the state and the consultant, the consultant will commence work on the plan update with the county. The mitigation plan update process is a coordinated effort typically lead by the county Emergency Management Director (EMD). The Scope of Work (SOW) includes steps that lead to a FEMA approved multi-jurisdictional mitigation plan in normally 18 months. The SOW includes:

- **Planning Process:** The consultant will coordinate with the EMD to identify and conduct outreach to key county staff, jurisdictional representatives, related agency or organizational stakeholders (the planning team) and the public to participate throughout the planning process. The EMD will assist with acquiring data for the plan update and coordinating planning team participation and public engagement. This step provides the scope for the entire update process until the plan is sent for review. The EMD will be responsible to work with the consultant to track and submit local match to HSEM to be used for financial reporting.
- **Risk Assessment:** The EMD and planning team will review the prioritization of natural hazards from the initial plan and determine which ones will continue to be profiled. New hazards may be added. All hazards will conform to the terminology in the State Mitigation Plan. The consultant will then develop the Risk and Vulnerability assessment based on the hazards. The EMD will participate in any surveys and reviews of the draft risk assessment and give input to the consultant.
- **Mitigation Actions:** Mitigation actions are developed to address risk reduction for priority natural hazards addressed in the plan. Mitigation actions based on the risk analysis and capability assessments conducted during the planning process. The consultant will facilitate the development of mitigation actions with review and input from the county, individual jurisdictions, and the larger planning team.
- **Draft Plan and Public Review:** The consultant will facilitate review of the draft plan first by the EMD and key county staff. The draft plan will then be made available for a public review and input period. All stakeholder and public input will be documented and incorporated into the plan as appropriate. The EMD will follow local policy as far as having the county board and other elected/appointed bodies review the plan
- **Review:** The consultant will submit the draft plan and FEMA Local Plan Review Tool (PRT) to the state for review, demonstrating how the plan meets all requirements. Upon approval the state will send the plan to the FEMA reviewer for final review. The coordinated review between state mitigation staff and FEMA may take up to 90 days. Revisions may extend the time to have the plan meet requirements.
- **Plan Adoption and Approval:** Following approval, FEMA will send an “Approval Pending Adoption” (APA) letter to the EMD stating that the plan meets requirements and that it needs to be adopted to become approved. The EMD will coordinate adoption of the plan by resolution of the county board. The EMD will additionally coordinate the collection of local resolutions adopting the plan from the other jurisdictions (cities) participating in the update process and send to state mitigation staff. Upon receipt of all adopting resolutions, FEMA will then provide a final letter of plan approval for the county and its jurisdictions for the next 5-year period.
- **Project Closeout:** Final FEMA approval marks the completion of the project. EMDs and counties will reconcile accounts for local match and provide any documentation.

Hazard Mitigation Plan Update Application

County Name		
Fillmore County		
Contact Name	Title	Agency
Don Kullot	Emergency Manager	Fillmore County Sheriff
City, State, Zip Code	Email	Phone
Preston, MN 55965	dkullot@co.fillmore.mn.us	507-421-3681
Alternate Contact Name	Title	Email/phone
John DeGeorge	Asst. Emergency Manager	jdegeorge@co.fillmore.mn.us 507-765-2845

Match/In-Kind Budget Estimate

Draft amounts entered below based on previous planning grants. We use the current (2021) Minnesota volunteer rate of \$32.33. This is updated in Spring of 2023 for 2022. Update amounts in *italics* for if you wish to provide base plus fringe breakout provided by payroll system.

Item	Item Description	Units	Unit of Measurement	Cost	Total
1	County Staff*	150	hours	\$ 32.33	\$ 4,849.50
2	City Staff*	155	hours	\$ 32.33	\$ 5,011.15
3	Public Participation	100	hours	\$ 32.33	\$ 3,233.00
	Total In-Kind Match				\$ 13,093.65

*Any county or city staff funded by 100% EMPG or other Federal grant programs **are not eligible** to use salary

County Staff – Standard rate \$32.33 for project manager, staff support, technical experts, etc. Consider the participation of county departmental staff and elected officials that will participate in the plan update (i.e., planning & zoning administrator, environmental services director, IT director, county engineer, county auditor, county administrator, county sheriff, county commissioners, etc.).

City Staff - Standard rate \$32.33 for each city jurisdiction, consider the participation of city staff (clerk/administrator), elected officials (mayor & city council), and other city staff (i.e. fire chief, police chief, public works director).

Public Participation - It is recommended to consider the time of other stakeholder participants who will be involved in the planning process, including township supervisors, natural resource agencies (DNR, SWCD, NRCS), school districts, and rural electric cooperatives. Also consider the time of the broader public in providing input during the plan development and draft plan review period.

Certification:

Printed name

Signature

Title

Date

RESOLUTION AUTHORIZING PARTICIPATION IN PLANNING PROCESS

WHEREAS, the County of Fillmore County is participating in a hazard mitigation planning process as established under the Disaster Mitigation Act of 2000; and

WHEREAS, the Act establishes a framework for the development of a multi- jurisdictional hazard mitigation plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and business; and

WHEREAS, the county will lead the planning effort with the assistance of consultants and State of Minnesota mitigation staff.

WHEREAS, the county will provide staff and resources from departments related to mitigation, will facilitate participation of jurisdiction within the county, and provide quarterly reporting on plan progress.

WHEREAS, the plan must include a risk assessment including past hazards, hazards that threaten the county. maps of hazards, an estimate of structures at risk, estimate of potential dollar losses for each hazard, a general description of land uses and future development trends; and

WHEREAS, the plan must include a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the plan must include a maintenance or implementation process including plan updates, integration of plan into other planning documents and how the county will maintain public participation and coordination; and

WHEREAS, the draft plan will be shared with the State of Minnesota and the Federal Emergency Management Agency (FEMA) for coordination of state and federal review and comment on the draft; and

WHEREAS, approval of the all hazard mitigation plan will make the county eligible to receive Hazard Mitigation Assistance grants as they become available; and

NOW THEREFORE, Be it resolved that ____ Fillmore County__ will enter into
(Name of Organization/Local Unit of Government)

an agreement with the Division of Homeland Security and Emergency Management in the Minnesota

Department of Public Safety for the program entitled Hazard Mitigation Assistance (HMA) for the update of the

Fillmore County Hazard Mitigation plan. Don Kullot, Emergency Manger Fillmore County is
(Name and Title of Authorized Official)

hereby authorized to execute and sign such agreements and any amendments hereto as are necessary to

implement the plan on behalf of ____ Fillmore County_.
(Name of Organization/Local Unit of Government)

I certify that the above resolution was adopted by the _____ of
(Executive Body)
_____ on _____.
(Name of Organization/Local Unit of Government) (Date)

SIGNED:

WITNESSETH:

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

Letter of Commitment of Funds

Fillmore County

901 Houston St. NW

Preston, MN 55965

As a potential sub-grantee in a Hazard Mitigation Assistance (HMA) Program, Fillmore County hereby commits the matching funds necessary for the proposed Fillmore County Hazard Mitigation Plan update

After FEMA approval and during project implementation, Fillmore County acknowledges that it is responsible for providing a minimum of 25% of all eligible project costs or a minimum of \$13,093.65 in local matching funds in in-kind effort to comply with all grant cost share requirements.

As signed, we understand the responsibilities of a sub-grantee participating in the HMA program and hereby authorize the use of these non-federal funds for this proposed project.

Signature of Authorized Representative

Date

Signature of Authorized Representative

Date

Signature of Authorized Representative

Date

Prepared For: Fillmore County
Boyum, Lance

Date 12/07/2022
AE/AM QDN/MW

Unit #

Year 2023 **Make** Dodge **Model** Durango

Series Pursuit 4dr All-Wheel Drive

Vehicle Order Type Ordered **Term** 60 **State** MN **Customer#** 583067

\$ 40,590.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>7.3750%</u> State <u>MN</u>
\$ 352.75 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 40,590.00	Total Capitalized Amount (Delivered Price)
\$ 608.85	Depreciation Reserve @ <u>1.5000%</u>
\$ 204.12	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 812.97	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program ³ Contract Miles 100,000
Incl: # Brake Sets (1 set = 1 Axle) 1

\$ 0.00 Additional Services SubTotal

\$ 0.00 Sales Tax 7.3750%

\$ 812.97 Total Monthly Rental Including Additional Services

\$ 4,059.00 Reduced Book Value at 60 Months

\$ 350.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) DB Black Clearcoat

Interior Color (0 I) Black w/Cloth Bucket Seats w/Shift Inse

Lic. Plate Type Government

GVWR 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0500 Per Mile

Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 20,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Fillmore County

BY **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2023 Dodge Durango Pursuit 4dr All-Wheel Drive - US

Series ID: WDEE75

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$41,228	\$41,415.00
Total Options	\$496.00	\$550.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$43,319.00	\$43,560.00

SELECTED COLOR:

Exterior:

PXJ-(0 P) DB Black Clearcoat

Interior:

X9-(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2BZ	Quick Order Package 2BZ	NC	NC
APA	Monotone Paint Application	STD	STD
C5	Cloth Bucket Seats w/Shift Insert	STD	STD
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
GXF	Entire Fleet Alike Key (FREQ 1)	\$145.00	\$160.00
NAS	50 State Emissions	NC	NC
PXJ_03	(0 P) DB Black Clearcoat	NC	NC
TXQ	Tires: 255/60R18 On/Off Road	STD	STD
UAM	Radio: Uconnect 4 w/8.4" Display	STD	STD
WP1	Wheels: 18" x 8.0" Painted Aluminum	\$351.00	\$390.00
X9_01	(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl	NC	NC
Z6K	GVWR: 6,500 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense with Stop rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 3 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Fold Flat Passenger Seat: fold flat passenger seat
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: leatherette/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leather/metal-look steering wheel
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/13/2022 Dept.:

Amount of time requested (minutes):

5

Zoning

Prepared By:

Kristi Ruesink for Cristal Adkins

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, Enos & Emma Hershberger under Section 604.03(13) for a Commercial Use primarily intended to serve agriculture, Canton Township

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: bhillery@co.fillmore.mn.us; tkraling@co.fillmore.mn.us

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS

Preston, Minnesota 55965

Date December 13, 2022 Resolution No. 2022-

Motion by Commissioner _____ Second by Commissioner _____

WHEREAS; Enos and Emma Hershberger of 32934 - 136th Street, Harmony MN 55939 has petitioned for a Conditional Use Permit for a Commercial Use primarily intended to serve agriculture on property they own located in the SE ¼, SE ¼ Section 18, Canton Township; and

WHEREAS; the Fillmore County Planning Commission has taken testimony on this petition at a Public Hearing held on November 17, 2022; and

WHEREAS; the Fillmore County Planning Commission has voted unanimously to recommend that this petition be approved with the following conditions:

1. Off-road parking must be provided
2. Bathroom facilities must be provided

NOW THEREFORE BE IT RESOLVED; that the Fillmore County Board of Commissioners hereby issue to Enos and Emma Hershberger of 32934 - 136th Street, Harmony MN 55939, a Conditional Use Permit for a Commercial Use primarily intended to serve agriculture on property they own located in the SE ¼, SE ¼ Section 18, Canton Township.

VOTING AYE

Commissioners Dahl ☐ Lentz ☐ Hindt ☐ Bakke ☐ Prestby ☐

VOTING NAY

Commissioners Dahl ☐ Lentz ☐ Hindt ☐ Bakke ☐ Prestby ☐

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 13th day of December, 2022.

Witness my hand and official seal at Preston, Minnesota the 13th day of December, 2022.

SEAL

Bobbie Hillery, Administrator/Clerk
Fillmore County Board of Commissioners

FILLMORE COUNTY PLANNING COMMISSION

Criteria for Granting Conditional Use Permits

In the matter of the Enos and Hershberger Conditional Use Permit for a Commercial Use primarily intended to serve agriculture

Date: November 17, 2022

1. The use will not 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 activity will not put a burden on streets or other public facilities as off-road parking will be available.

2. 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 is permissible by Conditional Use in the Ag District.

3. The structure and site shall have an appearance that will not have an adverse effect upon adjacent properties.

The Fillmore County Planning Commission finds that:

This building meets all setbacks and measures have been taken so it will not adversely affect adjacent properties.

4. The use in the opinion of the Planning Commission is reasonably related to the overall needs of the County and to the existing land use.

The Fillmore County Planning Commission finds that:

This activity is in accordance with the Fillmore County Zoning Ordinance.

5. The use is 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 use of this building is consistent with the Zoning Ordinance and is permissible in the Ag District.

6. The proposed use will not cause traffic hazard or congestion.

The Fillmore County Planning Commission finds that:

This building will not cause a traffic hazard or congestion as off-road parking will be available.

7. Existing businesses nearby will not 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:

The building will not adversely affect nearby neighbors and there are no nearby businesses.

8. Adequate utilities, access roads, drainage and necessary facilities have been or will be provided.

The Fillmore County Planning Commission finds that:

The owner has complied with these conditions.

9. If the Conditional Use is for a use 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 property 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 building 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.

11. Other Matters Considered:

The Fillmore County Planning Commission finds that:

The following conditions and restrictions may be considered for a Conditional Use Permit.

- 1) Increasing the required lot size or yard dimensions.
- 2) Limiting the height, size or location of buildings.
- 3) Controlling the location and number of vehicle access point.
- 4) Increasing the street width.
- 5) Increasing the number of required off-street parking spaces.
- 6) Limiting the number, size, location or lighting of signs.
- 7) Requiring diking, fencing, screening, landscaping, or other facilities to protect adjacent or nearby property.
- 8) Designating sites for open space.
- 9) Increasing setbacks from the ordinary high water mark.
- 10) Limitations on the natural vegetation to be removed or the requirement that additional vegetation be planted.

The Fillmore County Planning Commission finds that:

Based on the findings above, the Fillmore County Planning Commission hereby votes to recommend approval of the Conditional Use Permit as submitted by Enos and Emma Hershberger with the following conditions:

1. Off-road parking must be provided
2. Bathroom facilities must be provided

FILLMORE COUNTY PLANNING COMMISSION

Criteria for Granting Conditional Use Permits

In the matter of the Enos Hershberger Conditional Use Permit for a Commercial Use primarily intended to serve agriculture

Date: December 13, 2022

1. The use will not 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 building will not put a burden on streets or other public facilities as off-road parking will be available.

2. 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 is permissible by Conditional Use in the Ag District.

3. The structure and site shall have an appearance that will not have an adverse effect upon adjacent properties.

The Fillmore County Planning Commission finds that:

This building meets all setbacks and measures have been taken so it will not adversely affect adjacent properties.

4. The use in the opinion of the Planning Commission is reasonably related to the overall needs of the County and to the existing land use.

The Fillmore County Planning Commission finds that:

This building is in accordance with the Fillmore County Zoning Ordinance.

5. The use is 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 use of this building is consistent with the Zoning Ordinance and is permissible in the Ag District.

6. The proposed use will not cause traffic hazard or congestion.

The Fillmore County Planning Commission finds that:

This building will not cause a traffic hazard or congestion as off-road parking will be available.

7. Existing businesses nearby will not 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:

The building will not adversely affect nearby neighbors and there are no nearby businesses.

8. Adequate utilities, access roads, drainage and necessary facilities have been or will be provided.

The Fillmore County Planning Commission finds that:

The owner has complied with these conditions.

9. If the Conditional Use is for a use 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 building 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:
- f. the environment; or
 - g. the protection of the public health, safety, comfort, convenience, and general welfare of the public; or
 - h. the County's promotion of the orderly development and/or maintenance of agricultural, residential, and public areas; or
 - i. the compatibility of different land uses and the most appropriate use of land throughout the county; or
 - j. the value of property.

The Fillmore County Planning Commission finds that:

This building 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.

11. Other Matters Considered:

The Fillmore County Planning Commission finds that:

The following conditions and restrictions may be considered for a Conditional Use Permit.

- 11) Increasing the required lot size or yard dimensions.
- 12) Limiting the height, size or location of buildings.
- 13) Controlling the location and number of vehicle access point.
- 14) Increasing the street width.
- 15) Increasing the number of required off-street parking spaces.
- 16) Limiting the number, size, location or lighting of signs.
- 17) Requiring diking, fencing, screening, landscaping, or other facilities to protect adjacent or nearby property.
- 18) Designating sites for open space.
- 19) Increasing setbacks from the ordinary high water mark.
- 20) Limitations on the natural vegetation to be removed or the requirement that additional vegetation be planted.

The Fillmore County Planning Commission finds that:

Based on the findings above, the Fillmore County Planning Commission hereby votes to recommend approval of the Conditional Use Permit as submitted by Enos Hershberger.

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/13/2022

Amount of time requested (minutes):

20 minutes

Dept.: Social Services

Prepared By:

Wanda Berg

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. Consider the 2023 Purchase of Service Agreement with Family Service Rochester Inc. to provide Contracted Family Engagement Strategies
2. Consider the 2023 Business Associate Addendum to the Purchase of Service Agreement with Family Service Rochester, Inc. for HIPAA compliance
3. Consider the 2023 Purchase of Service Agreement with Hiawatha Valley Mental Health Center for Mental Health Targeted Case Management Services
4. Consider the 2023 Purchase of Service Agreement with Hiawatha Valley Mental Health Center for Psychiatrist Services
5. Consider the 2023 Business Associate Addendum to the Purchase of Service Agreement with Hiawatha Valley Mental Health Center for HIPAA compliance
6. Consider the 2023 Purchase of Service Agreement with Zumbro Valley Health Center for Mental Health Targeted Case Management
7. Consider the 2023 Purchase of Service Agreement with Zumbro Valley Health Center for Adult Outpatient Treatment ICRS (Crisis Services)
8. Consider the 2023 Purchase of Service Agreement with Zumbro Valley Health Center for Community Support Program (CSP) – Adult Case Manager/Mental Health Practitioner
9. Consider the 2023 Business Associate Addendum to the Purchase of Service Agreement with Zumbro Valley Health Center for HIPAA compliance
10. Consider updated Workforce Development Agreement with Minnesota Department of Human Services for DWP (Diversionary Work Program) and MFIP (Minnesota Family Investment Program) which is a decrease in funding

Regular Agenda:

Documentation
(Yes/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: bhillery@co.fillmore.mn.us and tkraling@co.fillmore.mn.us

PURCHASE OF SERVICE AGREEMENT

Fillmore County through its Community Services Department, "County", and **Family Services Rochester, Inc., 4600 18th Avenue NW, Rochester, MN 55901**, "Provider", enter into this Agreement for the term of January 1, 2023 to December 31, 2023 and shall remain in effect until a new Agreement is signed by both parties or terminated under provisions of the Termination section of this Agreement.

WITNESSETH

WHEREAS, Provider is an approved vendor according to the Minnesota Statutes, section 256.0112 to provide services as specified herein; and

WHEREAS, County shall purchase such services from Provider pursuant to Minnesota Statutes sections 373.01, 373.02, 245.465 and 256M.60; and

WHEREAS, 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, County and Provider agree to the following service provisions:

1. Purchase of Service:
 - a. Pursuant to Minnesota Statutes Chapter 256M (Vulnerable Children and Adults Act) and Minnesota Statutes Chapter 245 (Comprehensive Adult Mental Health Act and Comprehensive Children's Mental Health Act) and as further detailed in Exhibit A to this Agreement. Fillmore County and Provider agree to the following services:

SERVICE DESCRIPTION

Contracted Family Engagement Strategies

- b. Purchased Services will be provided at Family Service Rochester, 4600 18th Avenue NW, Rochester, MN 55901 or at other locations authorized by County.

2. Cost and Delivery of Purchased Services:
 - a. Purchased Services shall not exceed service totals listed in Exhibit A.
 - b. Provider certifies:
 - 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.
 - 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
 - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.

- c. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.

3. Eligibility for Services:

- a. County shall determine preliminary eligibility for participants or delegate to the Provider using established protocols agreed upon by Provider and County.
- b. Final eligibility will be determined by Fillmore County.
- c. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.
- d. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- e. Provider must establish written procedures for discharging a participant or terminating services to a participant.

4. Delivery of Services:

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

5. Payment for Purchased Services

a. Certification of Expenditures:

Provider shall submit an invoice that includes the services and coding in accordance with parameters listed on Exhibit A no later than fifteen (15) days after the end of the month/quarter.

b. Payment for Purchased Services:

County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible participants that are correct and complete, and are within the service totals specified in Exhibit A.

6. Standards and Licenses:

Provider agrees to:

- a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.
- b. Supply copies of required licenses, certifications or registrations to County upon request.
- c. Inform 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 providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.
- d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.
- f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.
- g. 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 County.
- h. Ensure that all services delivered by staff, including any subcontractors performing services under this Agreement, are within their scope of licensure and practice and receive appropriate training and supervision. Provider shall exercise due diligence to maintain appropriate levels of staffing at all times when performing services under this Agreement.

- i. Comply with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq, 45 CFR § 80 and the Fillmore County Limited English Proficiency Plan. If a Fillmore County participant needs language assistance, the Provider may contact the County case worker (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.
- j. Acknowledge that this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All court proceedings related to this Agreement shall be venued in the Fillmore County District Court, in the State of Minnesota court system.

7. Audit and Record Disclosures:

- a. Provider agrees to maintain, and upon request, furnish 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.
- b. Provider shall keep such business and participant records pursuant to the Agreement as would be kept by a reasonable prudent practitioner of Provider's profession. Provider shall maintain such records for at least 10 years from the date services or payment were last provided. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents, records, and participant files at any time during Provider's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County, State and/or Federal Departments of Human Services, applicable managed care plans, and legislative/state auditors.
- c. Where applicable, Provider shall comply with all policies of the Minnesota Department of Human Services (DHS) and applicable health plans regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- d. Provider shall provide County with reports as County may from time to time reasonably require, including, but not limited to the following:
 - ☐ ☐ 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.
 - ☐ Provider shall comply with the audit standards as set forth in the Single Audit Act 45 CFR Part 75.
 - ☐ (Other) _____
- e. Provider shall request participant consent for the release of information to be used

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

- f. Provider shall notify County within five (5) days of any changes in location, ownership, or key staff integral to the performance of this Agreement.
- g. County's procedures for monitoring and evaluating Provider's performance under this Agreement may include, but are not limited to, on-site visits, review of participant files, review of Provider's financial, statistical, and program records, review of reports and data supplied by Provider at County's request.
- h. If County discovers any practice, procedure, or policy of 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, County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If 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 County within thirty (30) days, unless County notifies Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.
- i. County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Audit and Record Disclosures section.

8. Notices

All notices or other communications shall be sufficiently given when delivered via email with capability to track "receipt" or "read" of the e-mail or certified mail to the parties as set forth below:

- a. County: Wanda Berg
Fillmore County Community Services Manager
902 Houston Street NW, Suite 1
Preston, MN 55965
wberg@co.fillmore.mn.us
- b. Provider: Scott Maloney
Family Service Rochester, Executive Director
4600 18th Avenue NW

9. 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, Provider shall immediately give notice in accordance with the Notices section. 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 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.

10. Safeguard of Participant Information

- a. County and Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Provider under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Provider or County.
- b. Provider agrees to defend, indemnify, and save and hold 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.
- c. The individual employed by 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 (4) shall be Scott Maloney.
- d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** County, 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 County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

11. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. **Federal Nondiscrimination Requirements.** In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant to this Agreement, Provider and County mutually agree 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. Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran’s status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.
- b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.
- c. **Minnesota Nondiscrimination Requirements.** Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds 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, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to discrimination by Provider or its employees.

To the extent applicable, 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 Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months..

12. 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.

13. 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 Community Services and a Region 10 Contract Manager. A written copy of the determination will be provided to Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, Provider furnishes to the Health, Housing and Human Services Division a written appeal as per the Notice Section. The decision of 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, 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, Provider shall proceed diligently with the performance of the Agreement.
- b. This disputes clause does not preclude consideration of questions of law.

14. Fair Hearing and Grievance Procedures:

Provider agrees to provide for a fair hearing and grievance procedure in compliance with Fair Hearing and Grievance Procedures established by administrative rules of DHS and Minnesota Statutes, section 256.045, and provide a copy of said procedure to County upon request.

15. Indemnification:

- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County and DHS against any and all liability, loss, damages, costs and expenses which County and/or DHS 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 Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by 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 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 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. County does not intend to waive any immunity it may have by statute or common law.

16. Insurance and Bonding:

- a. In order to protect itself and County under the indemnity provisions set forth above, Provider shall, at 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. County must be named 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 participant's funds or belongings with a minimum amount of \$15,000; when Provider and/or Provider employees handle participants' funds or have direct access to participants' belongings.
- b. By signing this Agreement, Provider certifies that they are in compliance with this Section.
- c. Provider is solely responsible to maintain the insurance requirements listed in this Section and provide documentation upon County request. If requested documentation is not provided, County reserves the right to request said documentation directly from Provider's insurance agent(s).
- d. Failure by Provider to maintain insurance coverage as listed in this Section is a default of this Agreement.

17. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits 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, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or 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.

- 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.

18. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, County may evaluate Provider performance and determine whether such performance merits renewal of this Agreement.
- b. For providers of adult mental health services, in accordance with Minnesota Statutes, section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services (DHS) must be named as a third-party beneficiary to this Agreement. Provider specifically acknowledges and agrees that DHS has standing to and may take any appropriate administrative action or may sue 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 County and Provider. Provider specifically acknowledges that County and DHS are entitled to and may recover from 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.
- c. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health requirements.

19. 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 and that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, a joint venture, or an association with County and Provider, nor shall Provider, its employees, agents, and representatives be considered employees, agents, and representatives of County.
- b. 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 Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with County and shall not be considered employees of 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 Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County. Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from 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 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.

20. Subcontracting and Assignment:

Provider shall neither enter into subcontracts for nor assign the performance of this Agreement without prior written approval of County.

21. 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.

22. Default:

- a. Force Majeure: Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, pandemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than County or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by County. Provider shall immediately notify County, according to the Notices section, 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, County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/termination of the Agreement.
- c. Default by Provider: Unless cured or excused by the Force Majeure provision 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 County;
 - 5) Failing to perform any other material provision of this Agreement.
- d. Default by County Unless cured or excused by the Force Majeure provision or Provider default, each of the following shall constitute default on the part of

County:

- 1) Making material misrepresentations either in the Agreement, Exhibit or other attachments or in any other material provision or condition relied upon by Provider in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- e. Written Notice of Default: 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 or via e-mail where a “delivery” and/or “read” receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.
- f. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination to the defaulting party.

23. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other party. The applicable period shall be 90 days for mental health facilities.
- b. Termination with Cause: County may suspend and/or terminate this Agreement for good cause immediately upon written notice to Provider. “Good cause” includes, but is not limited to, failure of 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 the Cure Period of this Agreement.
- c. Reduction and/or Termination of Government/Grant Funding: Notwithstanding any other provision of this Agreement, if the funding entity terminates or reduces its funding to County for services that are to be provided under this Agreement, then County may, by amendment, reduce funding, modify service provision or terminate the Agreement as appropriate. County will notify Provider as soon as it receives confirmation of reduction/termination from the funding entity. Furthermore, County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: The notice shall state the effective date of the termination. All Notices of Termination shall be made by certified mail or via e-mail where a “delivery” and/or “read” receipt option is available 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 the Notices section of this Agreement.

- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Notify all participants 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, County:
 - 1) Shall make final payment within thirty-five (35) days of receipt of final invoice for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer participants to 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 from County, continue services to participants until completion of services or transfer of services to another provider arranged by County.
 - 2) County shall arrange for such transfer of services no later than thirty (30) days after Agreement termination.
 - 3) County 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, participant file maintenance, other requirements outlined in this Agreement, and transfer of the participant's files to County or the participant's new provider of services.

24. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of 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 County, and attached to the original Agreement.

25. 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 Provider, County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

26. Merger:

It is understood and agreed that the entire agreement of the parties is contained in Sections 1-26, Exhibits A and B. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

FAMILY SERVICE ROCHESTER, INC.

BY: _____ DATED: _____

Scott Maloney
Executive Director

FILLMORE COUNTY BOARD OF COMMISSIONERS

BY: _____ DATED: _____

Chairperson of the County Board

FILLMORE COUNTY COMMUNITY SERVICES

BY: _____ DATED: _____

Wanda Berg
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	\$110.00	HR	\$5,000.00

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”). It will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

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 (HIPAA) 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) Affiliate. “Affiliate” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.
 - b) Breach. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
 - c) Breach Notification Rule. “Breach Notification Rule” means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
 - d) 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.
 - e) Confidential Data. “Confidential Data as defined in Minnesota§ 13.02, subd. 3.
 - f) 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.
 - g) Data Aggregation. “Data Aggregation” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
 - h) De-Identify. “De-Identify” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).
 - i) Designated Record Set. “Designated Record Set” has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501. B.
 - j) 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.
 - k) 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.

- l) Electronic Health Records. “Electronic Health Records” means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103 and in the Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
- m) Health Care Operations. “Health Care Operations” has the meaning given to that term in 45 CFR §164.501.
- n) Health Records. “Health Records” as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
- o) HHH. “HHS” means the U.S. Department of Health and Human Services.
- p) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- q) HITECH Act. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- r) Individual. “Individual” has the same meaning given to that term in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- s) Medical Data. “Medical Data” as governed by Minnesota Statute § 13.384.
- t) 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.
- u) 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.
- v) 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.
- w) 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.
- x) Private Data. “Private Data” as defined in Minnesota Statutes § 13.02, subd. 12.
- y) Privacy Rule. The “Privacy Rule” means collectively the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E
- z) 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 and 160.103, limited to the information created or received by Provider from or on behalf of County or another business associate of County.
- aa) 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.
 - bb) 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.
 - cc) 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.
 - dd) Security Rule. “Security Rule” means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
 - ee) Standard Transactions. The capitalized term “Standard Transactions” shall have the meaning set out in, 45 C.F.R. § 162.103.
 - ff) 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.
 - gg) 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.
 - hh) 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.
 - ii) 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.
 - jj) Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” means any “protected health information” as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).
 - kk) 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. However, Provider's data stewardship does not confer data ownership rights on Provider with respect to any data shared with it under the Agreement, including any and all forms thereof.
 - 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; in the event any Individual or personal representative requests access to the Individual's PHI directly from Provider, Provider within ten business days, will forward that request to the County. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of the County.
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; any request by County to amend such information will be completed by Provider within 15 business days of County's request.

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.
4. Except for data aggregation or management and administrative activities of Provider, the County shall not request Provider to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the County.

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, within ten business days 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. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of the County.
3. **Disclosure Accounting.** So that County may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
4. **Disclosure Tracking.** 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. In the event an Individual delivers the initial request for disclosure tracking directly to Provider, Provider will within ten business days forward such request to the County. In the event County directs Provider to respond to the request and Provider elects to provide the Individual with a list of its business associates, Provider will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.
5. **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.

6. **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).
7. **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.
8. **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 the County's Attorney's Office 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. Notices.

All notices or other communications shall be sufficiently given when delivered via email with capability to track “receipt” or “read” of the e-mail or certified mail to the parties as set forth below:

A. If to County, to:

Attn: Wanda Berg
902 Houston Street NW, Suite 1
Preston, MN 55965
wberg@co.fillmore.mn.us

B. If to Business Associate, to:

Attn: Scott Maloney
4600 18th Avenue NW
Rochester, MN 55901
smaloney@familyservicerochester.org

J. Amendments and Waiver.

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. Subject to this exception, this BAA may otherwise not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

K. HITECH Act Compliance.

The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30- days’ prior written notice to the other Party.

L. 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 light of the mutual agreement and understanding described above, County and Provider execute this Addendum in multiple originals to be effective on the last date written below.

PROVIDER

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF FILLMORE

By: _____

Name: _____

Title: _____

Date: _____

PURCHASE OF SERVICE AGREEMENT

Fillmore County through its Community Services Department, "County", and **Hiawatha Valley Mental Health Center**, 420 East Sarnia Street, Winona, MN 55987, "Provider", enter into this Agreement for the term of January 1, 2023 to December 31, 2023 and shall remain in effect until a new Agreement is signed by both parties or terminated under provisions of the Termination section of this Agreement.

WITNESSETH

WHEREAS, Provider is an approved vendor according to the Minnesota Statutes, section 256.0112 to provide services as specified herein; and

WHEREAS, County shall purchase such services from Provider pursuant to Minnesota Statutes sections 373.01, 373.02, 245.465 and 256M.60; and

WHEREAS, 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, County and Provider agree to the following service provisions:

1. Purchase of Service:
 - a. Pursuant to Minnesota Statutes Chapter 256M (Vulnerable Children and Adults Act) and Minnesota Statutes Chapter 245 (Comprehensive Adult Mental Health Act and Comprehensive Children's Mental Health Act) and as further detailed in Exhibit A to this Agreement. Fillmore County and Provider agree to the following services:

SERVICE DESCRIPTION

Mental Health Targeted Case Management – "Case management services" means activities that are coordinated with the services and are designed to help adults, adolescents, and/or children who are at high risk for suicide, an adult with serious persistent mental illness, a 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 adults or 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, 420 East Sarnia Street, Winona, MN 55987 and/or at locations as approved by the County.

2. Cost and Delivery of Purchased Services:

- a. Purchased Services shall not exceed service totals listed in Exhibit A.
- b. Provider certifies:
 - 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.
 - 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
 - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.
- c. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.

3. 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. For eligibility for adult case management services, the adult must have a serious persistent mental illness and meet one of the following criteria:
 - 1) The adult had two or more episode of inpatient care for mental illness within the past 24 months.
 - 2) The adult had continuous psychiatric hospitalization or residential treatment exceeding 6 months duration within the past 12 months.
 - 3) The adult has a diagnosis of schizophrenia, bipolar disorder, major depression, or borderline personality disorder; evidences a significant impairment in functioning; and has a written opinion from a mental health professional stating he or she is

likely to have future episodes requiring inpatient or residential treatment unless community support program services are provided.

- 4) The adult has, in the last 3 years, been committed by a court as a mentally ill person under MN Statutes, or the adult's commitment as a mental ill person has been stayed or continued.
- c. The Provider will collaborate with the County to make the determination regarding eligibility for MH-TCM services to include, but not limited to, funding for individual not on MA, FFS or MCO, and then the County will make the case assignment to County/contracted case managers.
- d. For TCM eligible recipients:
 - 1) The Provider will make services available to individuals 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 individuals 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.
- e. MH-TCM is person specific; therefore, each individual must have his/her own documentation. This documentation may be part of an existing case file. The following information must be in the individuals case file:
 - 1) Case number, client identification, client name, and client date of birth;
 - 2) Functional Assessment within 30 days after meeting the individual
 - 3) The determination that the individual is eligible to receive TCM services. It must contain a written description of the person's situation and which condition of eligibility the individual meets;
 - 4) The written 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 an individual 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.
- f. In addition to the documentation requirements the Provider will complete a CASII or LOCUS, DLA-20 and an SDQ on each individual 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.

- g. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.
- h. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- i. Provider must establish written procedures for discharging a participant or terminating services to a participant.

4. Delivery of Services:

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

5. Payment for Purchased Services

a. Certification of Expenditures:

Provider shall submit an invoice that includes the services and coding in accordance with parameters listed on Exhibit A no later than fifteen (15) days after the end of the month/quarter.

b. Payment for Purchased Services:

County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible participants that are correct and complete, and are within the service totals specified in Exhibit A.

6. Standards and Licenses:

Provider agrees to:

- a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.

- b. Supply copies of required licenses, certifications or registrations to County upon request.
- c. Inform 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 providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.
- d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.
- f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.
- g. 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 County.
- h. Ensure that all services delivered by staff, including any subcontractors performing services under this Agreement, are within their scope of licensure and practice and receive appropriate training and supervision. Provider shall exercise due diligence to maintain appropriate levels of staffing at all times when performing services under this Agreement.
- i. Comply with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq, 45 CFR § 80 and the Fillmore County Limited English Proficiency Plan. If an Fillmore County participant needs language assistance, the Provider may contact the County case worker (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.
- j. Acknowledge that this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All court

proceedings related to this Agreement shall be venued in the Fillmore County District Court, in the State of Minnesota court system.

7. Audit and Record Disclosures:

- a. Provider agrees to maintain, and upon request, furnish 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.
- b. Provider shall keep such business and participant records pursuant to the Agreement as would be kept by a reasonable prudent practitioner of Provider's profession. Provider shall maintain such records for at least 10 years from the date services or payment were last provided. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents, records, and participant files at any time during Provider's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County, State and/or Federal Departments of Human Services, applicable managed care plans, and legislative/state auditors.
- c. Where applicable, Provider shall comply with all policies of the Minnesota Department of Human Services (DHS) and applicable health plans regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- d. Provider shall provide County with reports as County may from time to time reasonably require, including, but not limited to the following:
 - ☐ ☐ 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.
 - ☐ Provider shall comply with the audit standards as set forth in the Single Audit Act 45 CFR Part 75.
 - ☐ (Other) _____
- e. Provider shall request participant consent for the release of information to be used for billing and individual record audit purposes. Provider shall document the request in the participant's record and be responsible for keeping each consent up to date during the term of the Agreement. If Provider is unable to obtain consent for the release of private data, Provider shall report participant's activities to County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- f. Provider shall notify County within five (5) days of any changes in location,

ownership, or key staff integral to the performance of this Agreement.

- g. County's procedures for monitoring and evaluating Provider's performance under this Agreement may include, but are not limited to, on-site visits, review of participant files, review of Provider's financial, statistical, and program records, review of reports and data supplied by Provider at County's request.
- h. If County discovers any practice, procedure, or policy of 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, County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If 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 County within thirty (30) days, unless County notifies Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.
- i. County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Audit and Record Disclosures section.

8. Notices

All notices or other communications shall be sufficiently given when delivered via email with capability to track "receipt" or "read" of the e-mail or certified mail to the parties as set forth below:

- a. County: Wanda Berg
Fillmore County Community Services Manager
902 Houston Street NW, Suite 1
Preston, MN 55965
wberg@co.fillmore.mn.us
- b. Provider: Erik Sievers
Hiawatha Valley Mental Health Center
420 East Sarnia Street
Winona, MN 55987
eriks@hvmhc.org

9. 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, Provider shall immediately give notice in accordance with the Notices section. 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

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.

10. Safeguard of Participant Information

- a. County and Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Provider under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Provider or County.
- b. Provider agrees to defend, indemnify, and save and hold 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.
- c. The individual employed by 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 (4) shall be Erik Sievers.
- d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** County, 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 County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

11. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. **Federal Nondiscrimination Requirements.** In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant

to this Agreement, Provider and County mutually agree 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. Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran’s status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.

- b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.
- c. **Minnesota Nondiscrimination Requirements.** Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds 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, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to discrimination by Provider or its employees.

To the extent applicable, 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 Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

12. 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.

13. 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 Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, Provider furnishes to the Health, Housing and Human Services Division a written appeal as per the Notice Section. The decision of County for the determination of such appeals, shall be through the Director of Fillmore County Community Services Department 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, 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, Provider shall proceed diligently with the performance of the Agreement.

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

14. Fair Hearing and Grievance Procedures:

Provider agrees to provide for a fair hearing and grievance procedure in compliance with Fair Hearing and Grievance Procedures established by administrative rules of DHS and Minnesota Statutes, section 256.045, and provide a copy of said procedure to County upon request.

15. Indemnification:

a. Provider does hereby agree that it will defend, indemnify, and hold harmless County and DHS against any and all liability, loss, damages, costs and expenses which County and/or DHS 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 Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by 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 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 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. County does not intend to waive any immunity it may have by statute or common law.

16. Insurance and Bonding:

- a. In order to protect itself and County under the indemnity provisions set forth above, Provider shall, at 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. County must be named 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 participant's funds or belongings with a minimum amount of \$15,000; when Provider and/or Provider employees handle participants' funds or have direct access to participants' belongings.
- b. By signing this Agreement, Provider certifies that they are in compliance with this Section.
- c. Provider is solely responsible to maintain the insurance requirements listed in this Section and provide documentation upon County request. If requested documentation is not provided, County reserves the right to request said documentation directly from Provider's insurance agent(s).
- d. Failure by Provider to maintain insurance coverage as listed in this Section is a default of this Agreement.

17. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits 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, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or 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, 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:
- 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - 2. Violating any federal or state antitrust statutes; or
 - 3. 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.

18. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, County may evaluate Provider performance and determine whether such performance merits renewal of this Agreement.
- b. For providers of adult mental health services, in accordance with Minnesota Statutes, section 245.466, subdivision 3 (1), the Commissioner of the Minnesota

Department of Human Services (DHS) must be named as a third-party beneficiary to this Agreement. Provider specifically acknowledges and agrees that DHS has standing to and may take any appropriate administrative action or may sue 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 County and Provider. Provider specifically acknowledges that County and DHS are entitled to and may recover from 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.

- c. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health requirements.

19. 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 and that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, a joint venture, or an association with County and Provider, nor shall Provider, its employees, agents, and representatives be considered employees, agents, and representatives of County.
- b. 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 Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with County and shall not be considered employees of 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 Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County. Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from 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 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.

20. Subcontracting and Assignment:

Provider shall neither enter into subcontracts for nor assign the performance of this

Agreement without prior written approval of County.

21. 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.

22. Default:

- a. Force Majeure: Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, pandemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than County or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by County. Provider shall immediately notify County, according to the Notices section, 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, County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/termination of the Agreement.
- c. Default by Provider: Unless cured or excused by the Force Majeure provision 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 County;
 - 5) Failing to perform any other material provision of this Agreement.
- d. Default by County Unless cured or excused by the Force Majeure provision or Provider default, each of the following shall constitute default on the part of County:
 - 1) Making material misrepresentations either in the Agreement, Exhibit or other attachments or in any other material provision or condition relied upon by Provider in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.

- e. Written Notice of Default: 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 or via e-mail where a “delivery” and/or “read” receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.
- f. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination to the defaulting party.

23. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other party. The applicable period shall be 90 days for mental health facilities.
- b. Termination with Cause: County may suspend and/or terminate this Agreement for good cause immediately upon written notice to Provider. “Good cause” includes, but is not limited to, failure of 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 the Cure Period of this Agreement.
- c. Reduction and/or Termination of Government/Grant Funding: Notwithstanding any other provision of this Agreement, if the funding entity terminates or reduces its funding to County for services that are to be provided under this Agreement, then County may, by amendment, reduce funding, modify service provision or terminate the Agreement as appropriate. County will notify Provider as soon as it receives confirmation of reduction/termination from the funding entity. Furthermore, County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: The notice shall state the effective date of the termination. All Notices of Termination shall be made by certified mail or via e-mail where a “delivery” and/or “read” receipt option is available 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 the Notices section of this Agreement.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Notify all participants 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, County:
- 1) Shall make final payment within thirty-five (35) days of receipt of final invoice for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer participants to 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 from County, continue services to participants until completion of services or transfer of services to another provider arranged by County.
 - 2) County shall arrange for such transfer of services no later than thirty (30) days after Agreement termination.
 - 3) County 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, participant file maintenance, other requirements outlined in this Agreement, and transfer of the participant's files to County or the participant's new provider of services.

24. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of 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 County, and attached to the original Agreement.

25. 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 Provider, County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

26. Merger:

It is understood and agreed that the entire agreement of the parties is contained in Sections 1-26, Exhibits A and B. 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, County and Provider have executed this Agreement as of the day and year first written above.

HIAWATHA VALLEY MENTAL HEALTH CENTER

BY: _____ DATED: _____

Chairperson

BY: _____ DATED: _____

Erik Sievers
Executive Director

FILLMORE COUNTY BOARD OF COMMISSIONERS

BY: _____ DATED: _____

Chairperson of the County Board

FILLMORE COUNTY COMMUNITY SERVICES

BY: _____ DATED: _____

Wanda Berg
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 (consumers not MA, FFS or MCO)	4910	Per Service Agreements	HVMHC approved CCBHC Rate	MO	Paid to HV directly
Children's TCM (consumers not MA, FFS or MCO)	4910	Per Service Agreements	HVMHC approved CCBHC rate	MO	Paid to HV directly

Hiawatha Valley Mental Health Center as a MH-TCM provider will:

- Provide MH-TCM services to individuals of all ages
- Offer clients choice of MH-TCM provider including referring them to the County if available and if the client prefers.
- As a CCBHC, HVMHC will offer MH-TCM to non SPMI or non-SED clients who are at high risk for suicide.
- Carry out MH-TCM services in accordance with the clients' preference.
- Ensure clients who receive MH-TCM from HVMHC are referred to the County when in need of pre-placement screening or civil commitment
- 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.
- 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.

Fillmore County Community Services will:

- Maintain authority and role to coordinate and monitor mandatory services including Out of Home placement planning and civil commitment processes.
- Receive referrals from HVMHC for pre-placement screenings.
- Not have a county share for MA FFS or MCO clients receiving MH-TCM services from HVMHC
- Not pay the state the 50% match for MA FFS visits and the State will not charge Fillmore County Community Services for the match
- Pay HVMHC for those clients who are not on MA FFS or not on MCO at the CCBHC MA rate designated to HVMHC.

Consumer Choice:

Nothing in this contract limits the consumer's freedom to choose his/her provider for these services.

PURCHASE OF SERVICE AGREEMENT

Fillmore County through its Community Services Department, "County", and **Hiawatha Valley Mental Health Center**, 420 East Sarnia Street, Winona, MN 55987, "Provider", enter into this Agreement for the term of January 1, 2023 to December 31, 2023 and shall remain in effect until a new Agreement is signed by both parties or terminated under provisions of the Termination section of this Agreement.

WITNESSETH

WHEREAS, Provider is an approved vendor according to the Minnesota Statutes, section 256.0112 to provide services as specified herein; and

WHEREAS, County shall purchase such services from Provider pursuant to Minnesota Statutes sections 373.01, 373.02, 245.465 and 256M.60; and

WHEREAS, 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, County and Provider agree to the following service provisions:

1. Purchase of Service:
 - a. Pursuant to Minnesota Statutes Chapter 256M (Vulnerable Children and Adults Act) and Minnesota Statutes Chapter 245 (Comprehensive Adult Mental Health Act and Comprehensive Children's Mental Health Act) and as further detailed in Exhibit A to this Agreement. Fillmore County and Provider agree to the following services:

SERVICE DESCRIPTION

Psychiatrist Services

- b. Purchased Services will be provided at Hiawatha Valley Mental Health Center, 420 East Sarnia Street, Winona, MN 55987 or at other locations authorized by County.
2. Cost and Delivery of Purchased Services:
 - a. Purchased Services shall not exceed service totals listed in Exhibit A.
 - b. Provider certifies:
 - 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.
 - 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
 - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.

- c. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.

3. Eligibility for Services:

- a. County shall determine preliminary eligibility for participants or delegate to the Provider using established protocols agreed upon by Provider and County.
- b. Final eligibility will be determined by Fillmore County.
- c. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.
- d. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- e. Provider must establish written procedures for discharging a participant or terminating services to a participant.

4. Delivery of Services:

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

5. Payment for Purchased Services

a. Certification of Expenditures:

Provider shall submit an invoice that includes the services and coding in accordance with parameters listed on Exhibit A no later than fifteen (15) days after the end of the month/quarter.

b. Payment for Purchased Services:

County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible participants that are correct and complete, and are within the service totals specified in Exhibit A.

6. Standards and Licenses:

Provider agrees to:

- a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.
- b. Supply copies of required licenses, certifications or registrations to County upon request.
- c. Inform 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 providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.
- d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.
- f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.
- g. 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 County.
- h. Ensure that all services delivered by staff, including any subcontractors performing services under this Agreement, are within their scope of licensure and practice and receive appropriate training and supervision. Provider shall exercise due diligence to maintain appropriate levels of staffing at all times when performing services under this Agreement.

- i. Comply with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq, 45 CFR § 80 and the Fillmore County Limited English Proficiency Plan. If a Fillmore County participant needs language assistance, the Provider may contact the County case worker (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.
- j. Acknowledge that this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All court proceedings related to this Agreement shall be venued in the Fillmore County District Court, in the State of Minnesota court system.

7. Audit and Record Disclosures:

- a. Provider agrees to maintain, and upon request, furnish 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.
- b. Provider shall keep such business and participant records pursuant to the Agreement as would be kept by a reasonable prudent practitioner of Provider's profession. Provider shall maintain such records for at least 10 years from the date services or payment were last provided. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents, records, and participant files at any time during Provider's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County, State and/or Federal Departments of Human Services, applicable managed care plans, and legislative/state auditors.
- c. Where applicable, Provider shall comply with all policies of the Minnesota Department of Human Services (DHS) and applicable health plans regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- d. Provider shall provide County with reports as County may from time to time reasonably require, including, but not limited to the following:
 - ☐ ☐ 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.
 - ☐ Provider shall comply with the audit standards as set forth in the Single Audit Act 45 CFR Part 75.
 - ☐ (Other) _____

- e. Provider shall request participant consent for the release of information to be used for billing and individual record audit purposes. Provider shall document the request in the participant's record and be responsible for keeping each consent up to date during the term of the Agreement. If Provider is unable to obtain consent for the release of private data, Provider shall report participant's activities to County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- f. Provider shall notify County within five (5) days of any changes in location, ownership, or key staff integral to the performance of this Agreement.
- g. County's procedures for monitoring and evaluating Provider's performance under this Agreement may include, but are not limited to, on-site visits, review of participant files, review of Provider's financial, statistical, and program records, review of reports and data supplied by Provider at County's request.
- h. If County discovers any practice, procedure, or policy of 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, County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If 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 County within thirty (30) days, unless County notifies Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.
- i. County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Audit and Record Disclosures section.

8. Notices

All notices or other communications shall be sufficiently given when delivered via email with capability to track "receipt" or "read" of the e-mail or certified mail to the parties as set forth below:

- a. County: Wanda Berg
Fillmore County Community Services Manager
902 Houston Street NW, Suite 1
Preston, MN 55965
wberg@co.fillmore.mn.us
- b. Provider: Erik Sievers
Hiawatha Valley Mental Health Center

9. 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, Provider shall immediately give notice in accordance with the Notices section. 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 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.

10. Safeguard of Participant Information

- a. County and Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Provider under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Provider or County.
- b. Provider agrees to defend, indemnify, and save and hold 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.
- c. The individual employed by 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 (4) shall be Erik Sievers.
- d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** County, 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 County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

11. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. **Federal Nondiscrimination Requirements.** In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant to this Agreement, Provider and County mutually agree 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. Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran’s status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.
- b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.
- c. **Minnesota Nondiscrimination Requirements.** Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds 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, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to discrimination by Provider or its employees.

To the extent applicable, 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 Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

12. 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.

13. 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 Community Services and a Region 10 Contract Manager. A written copy of the determination will be provided to Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, Provider furnishes to the Health, Housing and Human Services Division a written appeal as per the Notice Section. The decision of 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, 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, Provider shall proceed diligently with the performance of the Agreement.

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

14. Fair Hearing and Grievance Procedures:

Provider agrees to provide for a fair hearing and grievance procedure in compliance with Fair Hearing and Grievance Procedures established by administrative rules of DHS and Minnesota Statutes, section 256.045, and provide a copy of said procedure to County upon request.

15. Indemnification:

a. Provider does hereby agree that it will defend, indemnify, and hold harmless County and DHS against any and all liability, loss, damages, costs and expenses which County and/or DHS 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 Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by 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 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 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. County does not intend to waive any immunity it may have by statute or common law.

16. Insurance and Bonding:

- a. In order to protect itself and County under the indemnity provisions set forth above, Provider shall, at 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. County must be named 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 participant's funds or belongings with a minimum amount of \$15,000; when Provider and/or Provider employees handle participants' funds or have direct access to participants' belongings.
- b. By signing this Agreement, Provider certifies that they are in compliance with this Section.
- c. Provider is solely responsible to maintain the insurance requirements listed in this Section and provide documentation upon County request. If requested documentation is not provided, County reserves the right to request said documentation directly from Provider's insurance agent(s).
- d. Failure by Provider to maintain insurance coverage as listed in this Section is a default of this Agreement.

17. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits 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, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or 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, 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:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - 2. Violating any federal or state antitrust statutes; or
 - 3. 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.

18. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, County may evaluate Provider performance and determine whether such performance merits renewal of this Agreement.
- b. For providers of adult mental health services, in accordance with Minnesota Statutes, section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services (DHS) must be named as a third-party beneficiary to this Agreement. Provider specifically acknowledges and agrees that DHS has standing to and may take any appropriate administrative action or may sue 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 County and Provider. Provider specifically acknowledges that County and DHS are entitled to and may recover from 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.
- c. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health requirements.

19. 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 and that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, a joint venture, or an association with County and Provider, nor shall Provider, its employees, agents, and representatives be considered employees, agents, and representatives of County.
- b. 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 Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with County and shall not be considered employees of 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 Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County. Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any

kind whatsoever from 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 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.

20. Subcontracting and Assignment:

Provider shall neither enter into subcontracts for nor assign the performance of this Agreement without prior written approval of County.

21. 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.

22. Default:

- a. Force Majeure: Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, pandemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than County or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by County. Provider shall immediately notify County, according to the Notices section, 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, County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/termination of the Agreement.
- c. Default by Provider: Unless cured or excused by the Force Majeure provision 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 County;

- 5) Failing to perform any other material provision of this Agreement.
- d. Default by County Unless cured or excused by the Force Majeure provision or Provider default, each of the following shall constitute default on the part of County:
 - 1) Making material misrepresentations either in the Agreement, Exhibit or other attachments or in any other material provision or condition relied upon by Provider in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- e. Written Notice of Default: 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 or via e-mail where a “delivery” and/or “read” receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.
- f. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination to the defaulting party.

23. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other party. The applicable period shall be 90 days for mental health facilities.
- b. Termination with Cause: County may suspend and/or terminate this Agreement for good cause immediately upon written notice to Provider. “Good cause” includes, but is not limited to, failure of 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 the Cure Period of this Agreement.
- c. Reduction and/or Termination of Government/Grant Funding: Notwithstanding any other provision of this Agreement, if the funding entity terminates or reduces its funding to County for services that are to be provided under this Agreement, then County may, by amendment, reduce funding, modify service provision or terminate the Agreement as appropriate. County will notify Provider as soon as it receives confirmation of reduction/termination from the funding entity. Furthermore, County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: The notice shall state the effective date of the termination. All Notices of Termination shall be made by certified mail or via e-mail where a “delivery” and/or “read” receipt option is available 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 the Notices section of this Agreement.

- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Notify all participants 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, County:
 - 1) Shall make final payment within thirty-five (35) days of receipt of final invoice for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer participants to 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 from County, continue services to participants until completion of services or transfer of services to another provider arranged by County.
 - 2) County shall arrange for such transfer of services no later than thirty (30) days after Agreement termination.
 - 3) County 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, participant file maintenance, other requirements outlined in this Agreement, and transfer of the participant's files to County or the participant's new provider of services.

24. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of 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 County, and attached to the original Agreement.

25. 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 Provider, County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

26. Merger:

It is understood and agreed that the entire agreement of the parties is contained in Sections 1-26, Exhibits A and B. 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 REMAINED OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

HIAWATHA VALLEY MENTAL HEALTH CENTER

BY: _____ DATED: _____

Chairperson

BY: _____ DATED: _____

Erik Sievers
Executive Director

FILLMORE COUNTY BOARD OF COMMISSIONERS

BY: _____ DATED: _____

Chairperson of the County Board

FILLMORE COUNTY COMMUNITY SERVICES

BY: _____ DATED: _____

Wanda Berg
Manager

APPROVED AS TO FORM AND EXECUTION:

BY: _____ DATED: _____

Brett Corson
Fillmore County Attorney

AGENCY NAME: Hiawatha Valley Mental Health Center

CONTRACT TYPE: POS – Mental Health Services

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

SERVICE DESCRIPTION	CODE	UNITS	RATE	TYPE	TOTAL
Psychiatrist Services	N/A	?	?	?	?

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”). It will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

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 (HIPAA) 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) Affiliate. “Affiliate” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.
 - b) Breach. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
 - c) Breach Notification Rule. “Breach Notification Rule” means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
 - d) 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.
 - e) Confidential Data. “Confidential Data as defined in Minnesota§ 13.02, subd. 3.
 - f) 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.
 - g) Data Aggregation. “Data Aggregation” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
 - h) De-Identify. “De-Identify” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).
 - i) Designated Record Set. “Designated Record Set” has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501. B.
 - j) 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.
 - k) 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.

- l) Electronic Health Records. “Electronic Health Records” means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103 and in the Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
- m) Health Care Operations. “Health Care Operations” has the meaning given to that term in 45 CFR §164.501.
- n) Health Records. “Health Records” as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
- o) HHH. “HHS” means the U.S. Department of Health and Human Services.
- p) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- q) HITECH Act. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- r) Individual. “Individual” has the same meaning given to that term in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- s) Medical Data. “Medical Data” as governed by Minnesota Statute § 13.384.
- t) 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.
- u) 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.
- v) 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.
- w) 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.
- x) Private Data. “Private Data” as defined in Minnesota Statutes § 13.02, subd. 12.
- y) Privacy Rule. The “Privacy Rule” means collectively the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E
- z) 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 and 160.103, limited to the information created or received by Provider from or on behalf of County or another business associate of County.
- aa) 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.
 - bb) 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.
 - cc) 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.
 - dd) Security Rule. “Security Rule” means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
 - ee) Standard Transactions. The capitalized term “Standard Transactions” shall have the meaning set out in, 45 C.F.R. § 162.103.
 - ff) 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.
 - gg) 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.
 - hh) 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.
 - ii) 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.
 - jj) Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” means any “protected health information” as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).
 - kk) 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. However, Provider's data stewardship does not confer data ownership rights on Provider with respect to any data shared with it under the Agreement, including any and all forms thereof.
 - 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; in the event any Individual or personal representative requests access to the Individual's PHI directly from Provider, Provider within ten business days, will forward that request to the County. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of the County.
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; any request by County to amend such information will be completed by Provider within 15 business days of County's request.

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.
4. Except for data aggregation or management and administrative activities of Provider, the County shall not request Provider to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the County.

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, within ten business days 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. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of the County.
3. **Disclosure Accounting.** So that County may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
4. **Disclosure Tracking.** 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. In the event an Individual delivers the initial request for disclosure tracking directly to Provider, Provider will within ten business days forward such request to the County. In the event County directs Provider to respond to the request and Provider elects to provide the Individual with a list of its business associates, Provider will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.
5. **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.

6. **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).
7. **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.
8. **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 the County's Attorney's Office 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. Notices.

All notices or other communications shall be sufficiently given when delivered via email with capability to track “receipt” or “read” of the e-mail or certified mail to the parties as set forth below:

A. If to County, to:

Attn: Wanda Berg
902 Houston Street NW, Suite 1
Preston, MN 55965
wberg@co.fillmore.mn.us

B. If to Business Associate, to:

Attn: Erik Sievers
420 East Sarnia Street
Winona, MN 55987
eriks@hvmhc.org

J. Amendments and Waiver.

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. Subject to this exception, this BAA may otherwise not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

K. HITECH Act Compliance.

The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30- days’ prior written notice to the other Party.

L. 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 light of the mutual agreement and understanding described above, County and Provider execute this Addendum in multiple originals to be effective on the last date written below.

PROVIDER

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF FILLMORE

By: _____

Name: _____

Title: _____

Date: _____

PURCHASE OF SERVICE AGREEMENT

Fillmore County through its Community Services Department, "County", and **Zumbro Valley Health Center**, 343 Woodlake Drive SE, Rochester, MN 55904, "Provider", enter into this Agreement for the term of January 1, 2023 to December 31, 2023 and shall remain in effect until a new Agreement is signed by both parties or terminated under provisions of the Termination section of this Agreement.

WITNESSETH

WHEREAS, Provider is an approved vendor according to the Minnesota Statutes, section 256.0112 to provide services as specified herein; and

WHEREAS, County shall purchase such services from Provider pursuant to Minnesota Statutes sections 373.01, 373.02, 245.465 and 256M.60; and

WHEREAS, 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, County and Provider agree to the following service provisions:

1. Purchase of Service:
 - a. Pursuant to Minnesota Statutes Chapter 256M (Vulnerable Children and Adults Act) and Minnesota Statutes Chapter 245 (Comprehensive Adult Mental Health Act and Comprehensive Children's Mental Health Act) and as further detailed in Exhibit A to this Agreement. Fillmore County and Provider agree to the following services:

SERVICE DESCRIPTION

Mental Health Targeted Case Management – "Case management services" means activities that are coordinated with the services and are designed to help adults, adolescents, and/or children who are at high risk for suicide, an adult with serious persistent mental illness, a 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 adults or 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 Zumbro Valley Health Center, Harmony Office, 65 Main Ave N, Harmony, MN 55935 and/or at locations as approved by the County.

2. Cost and Delivery of Purchased Services:

- a. Purchased Services shall not exceed service totals listed in Exhibit A.
- b. Provider certifies:
 - 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.
 - 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
 - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.
- c. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.

3. 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. For eligibility for adult case management services, the adult must have a serious persistent mental illness and meet one of the following criteria:
 - 1) The adult had two or more episode of inpatient care for mental illness within the past 24 months.
 - 2) The adult had continuous psychiatric hospitalization or residential treatment exceeding 6 months duration within the past 12 months.
 - 3) The adult has a diagnosis of schizophrenia, bipolar disorder, major depression, or borderline personality disorder; evidences a significant impairment in functioning; and has a written opinion from a mental health professional stating he or she is

likely to have future episodes requiring inpatient or residential treatment unless community support program services are provided.

- 4) The adult has, in the last 3 years, been committed by a court as a mentally ill person under MN Statutes, or the adult's commitment as a mental ill person has been stayed or continued.
- c. The Provider will collaborate with the County to make the determination regarding eligibility for MH-TCM services to include, but not limited to, funding for individual not on MA, FFS or MCO, and then the County will make the case assignment to County/contracted case managers.
- d. For TCM eligible recipients:
 - 1) The Provider will make services available to individuals 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 individuals 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.
- e. MH-TCM is person specific; therefore, each individual must have his/her own documentation. This documentation may be part of an existing case file. The following information must be in the individuals case file:
 - 1) Case number, client identification, client name, and client date of birth;
 - 2) Functional Assessment within 30 days after meeting the individual
 - 3) The determination that the individual is eligible to receive TCM services. It must contain a written description of the person's situation and which condition of eligibility the individual meets;
 - 4) The written 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 an individual 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.
- f. In addition to the documentation requirements the Provider will complete a CASII or LOCUS, DLA-20 and an SDQ on each individual 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.

- g. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.
- h. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- i. Provider must establish written procedures for discharging a participant or terminating services to a participant.

4. Delivery of Services:

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

5. Payment for Purchased Services

a. Certification of Expenditures:

Provider shall submit an invoice that includes the services and coding in accordance with parameters listed on Exhibit A no later than fifteen (15) days after the end of the month/quarter.

b. Payment for Purchased Services:

County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible participants that are correct and complete, and are within the service totals specified in Exhibit A.

6. Standards and Licenses:

Provider agrees to:

- a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.

- b. Supply copies of required licenses, certifications or registrations to County upon request.
- c. Inform 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 providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.
- d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.
- f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.
- g. 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 County.
- h. Ensure that all services delivered by staff, including any subcontractors performing services under this Agreement, are within their scope of licensure and practice and receive appropriate training and supervision. Provider shall exercise due diligence to maintain appropriate levels of staffing at all times when performing services under this Agreement.
- i. Comply with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq, 45 CFR § 80 and the Fillmore County Limited English Proficiency Plan. If an Fillmore County participant needs language assistance, the Provider may contact the County case worker (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.
- j. Acknowledge that this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All court

proceedings related to this Agreement shall be venued in the Fillmore County District Court, in the State of Minnesota court system.

7. Audit and Record Disclosures:

- a. Provider agrees to maintain, and upon request, furnish 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.
- b. Provider shall keep such business and participant records pursuant to the Agreement as would be kept by a reasonable prudent practitioner of Provider's profession. Provider shall maintain such records for at least 10 years from the date services or payment were last provided. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents, records, and participant files at any time during Provider's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County, State and/or Federal Departments of Human Services, applicable managed care plans, and legislative/state auditors.
- c. Where applicable, Provider shall comply with all policies of the Minnesota Department of Human Services (DHS) and applicable health plans regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- d. Provider shall provide County with reports as County may from time to time reasonably require, including, but not limited to the following:
 - ☐ ☐ 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.
 - ☐ Provider shall comply with the audit standards as set forth in the Single Audit Act 45 CFR Part 75.
 - ☐ (Other) _____
- e. Provider shall request participant consent for the release of information to be used for billing and individual record audit purposes. Provider shall document the request in the participant's record and be responsible for keeping each consent up to date during the term of the Agreement. If Provider is unable to obtain consent for the release of private data, Provider shall report participant's activities to County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- f. Provider shall notify County within five (5) days of any changes in location,

ownership, or key staff integral to the performance of this Agreement.

- g. County's procedures for monitoring and evaluating Provider's performance under this Agreement may include, but are not limited to, on-site visits, review of participant files, review of Provider's financial, statistical, and program records, review of reports and data supplied by Provider at County's request.
- h. If County discovers any practice, procedure, or policy of 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, County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If 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 County within thirty (30) days, unless County notifies Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.
- i. County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Audit and Record Disclosures section.

8. Notices

All notices or other communications shall be sufficiently given when delivered via email with capability to track "receipt" or "read" of the e-mail or certified mail to the parties as set forth below:

- a. County: Wanda Berg
Fillmore County Community Services Manager
902 Houston Street NW, Suite 1
Preston, MN 55965
wberg@co.fillmore.mn.us
- b. Provider: Beth Krehbiel
Zumbro Valley Health Center CEO
343 Woodlake Drive SE
Rochester, MN 55904
Beth.krehbiel@zvhc.org

9. 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, Provider shall immediately give notice in accordance with the Notices section. 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

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.

10. Safeguard of Participant Information

- a. County and Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Provider under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Provider or County.
- b. Provider agrees to defend, indemnify, and save and hold 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.
- c. The individual employed by 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 (4) shall be Heather Geents.
- d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** County, 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 County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

11. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. **Federal Nondiscrimination Requirements.** In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant

to this Agreement, Provider and County mutually agree 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. Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran’s status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.

- b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.
- c. **Minnesota Nondiscrimination Requirements.** Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds 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, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to discrimination by Provider or its employees.

To the extent applicable, 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 Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

12. 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.

13. 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 Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, Provider furnishes to the Health, Housing and Human Services Division a written appeal as per the Notice Section. The decision of County for the determination of such appeals, shall be through the Director of Fillmore County Community Services Department 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, 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, Provider shall proceed diligently with the performance of the Agreement.

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

14. Fair Hearing and Grievance Procedures:

Provider agrees to provide for a fair hearing and grievance procedure in compliance with Fair Hearing and Grievance Procedures established by administrative rules of DHS and Minnesota Statutes, section 256.045, and provide a copy of said procedure to County upon request.

15. Indemnification:

a. Provider does hereby agree that it will defend, indemnify, and hold harmless County and DHS against any and all liability, loss, damages, costs and expenses which County and/or DHS 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 Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by 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 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 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. County does not intend to waive any immunity it may have by statute or common law.

16. Insurance and Bonding:

- a. In order to protect itself and County under the indemnity provisions set forth above, Provider shall, at 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. County must be named 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 participant's funds or belongings with a minimum amount of \$15,000; when Provider and/or Provider employees handle participants' funds or have direct access to participants' belongings.
- b. By signing this Agreement, Provider certifies that they are in compliance with this Section.
- c. Provider is solely responsible to maintain the insurance requirements listed in this Section and provide documentation upon County request. If requested documentation is not provided, County reserves the right to request said documentation directly from Provider's insurance agent(s).
- d. Failure by Provider to maintain insurance coverage as listed in this Section is a default of this Agreement.

17. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits 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, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or 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, 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:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - 2. Violating any federal or state antitrust statutes; or
 - 3. 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.

18. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, County may evaluate Provider performance and determine whether such performance merits renewal of this Agreement.
- b. For providers of adult mental health services, in accordance with Minnesota Statutes, section 245.466, subdivision 3 (1), the Commissioner of the Minnesota

Department of Human Services (DHS) must be named as a third-party beneficiary to this Agreement. Provider specifically acknowledges and agrees that DHS has standing to and may take any appropriate administrative action or may sue 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 County and Provider. Provider specifically acknowledges that County and DHS are entitled to and may recover from 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.

- c. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health requirements.

19. 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 and that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, a joint venture, or an association with County and Provider, nor shall Provider, its employees, agents, and representatives be considered employees, agents, and representatives of County.
- b. 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 Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with County and shall not be considered employees of 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 Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County. Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from 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 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.

20. Subcontracting and Assignment:

Provider shall neither enter into subcontracts for nor assign the performance of this

Agreement without prior written approval of County.

21. 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.

22. Default:

- a. Force Majeure: Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, pandemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than County or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by County. Provider shall immediately notify County, according to the Notices section, 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, County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/termination of the Agreement.
- c. Default by Provider: Unless cured or excused by the Force Majeure provision 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 County;
 - 5) Failing to perform any other material provision of this Agreement.
- d. Default by County Unless cured or excused by the Force Majeure provision or Provider default, each of the following shall constitute default on the part of County:
 - 1) Making material misrepresentations either in the Agreement, Exhibit or other attachments or in any other material provision or condition relied upon by Provider in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.

- e. Written Notice of Default: 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 or via e-mail where a “delivery” and/or “read” receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.
- f. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination to the defaulting party.

23. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other party. The applicable period shall be 90 days for mental health facilities.
- b. Termination with Cause: County may suspend and/or terminate this Agreement for good cause immediately upon written notice to Provider. “Good cause” includes, but is not limited to, failure of 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 the Cure Period of this Agreement.
- c. Reduction and/or Termination of Government/Grant Funding: Notwithstanding any other provision of this Agreement, if the funding entity terminates or reduces its funding to County for services that are to be provided under this Agreement, then County may, by amendment, reduce funding, modify service provision or terminate the Agreement as appropriate. County will notify Provider as soon as it receives confirmation of reduction/termination from the funding entity. Furthermore, County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: The notice shall state the effective date of the termination. All Notices of Termination shall be made by certified mail or via e-mail where a “delivery” and/or “read” receipt option is available 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 the Notices section of this Agreement.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Notify all participants 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, County:
- 1) Shall make final payment within thirty-five (35) days of receipt of final invoice for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer participants to 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 from County, continue services to participants until completion of services or transfer of services to another provider arranged by County.
 - 2) County shall arrange for such transfer of services no later than thirty (30) days after Agreement termination.
 - 3) County 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, participant file maintenance, other requirements outlined in this Agreement, and transfer of the participant's files to County or the participant's new provider of services.

24. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of 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 County, and attached to the original Agreement.

25. 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 Provider, County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

26. Merger:

It is understood and agreed that the entire agreement of the parties is contained in Sections 1-26, Exhibits A and B. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

ZUMBRO VALLEY HEALTH CENTER

BY: _____ DATED: _____

Beth Krehbiel
Chief Executive Officer

FILLMORE COUNTY BOARD OF COMMISSIONERS

BY: _____ DATED: _____

Chairperson of the County Board

FILLMORE COUNTY COMMUNITY SERVICES

BY: _____ DATED: _____

Wanda Berg
Manager

APPROVED AS TO FORM AND EXECUTION:

BY: _____ DATED: _____

Brett Corson
Fillmore County Attorney

AGENCY NAME: Zumbro Valley 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 MH-TCM	4910	336	\$819.00	MO	NA – Not Paid to ZV Directly
County Funded Adult MH-TCM and General Case Management	4911	24	\$819.00	MO	\$19,656.00
County Funded Children's TCM and General Case Management	4911	Per Service Agreements	\$819.00	MO	Per Service Agreements

Provider will:

- 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.
- 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.

PURCHASE OF SERVICE AGREEMENT

Fillmore County through its Community Services Department, "County", and **Zumbro Valley Health Center**, 343 Woodlake Drive SE, Rochester, MN 55904, "Provider", enter into this Agreement for the term of January 1, 2023 to December 31, 2023 and shall remain in effect until a new Agreement is signed by both parties or terminated under provisions of the Termination section of this Agreement.

WITNESSETH

WHEREAS, Provider is an approved vendor according to the Minnesota Statutes, section 256.0112 to provide services as specified herein; and

WHEREAS, County shall purchase such services from Provider pursuant to Minnesota Statutes sections 373.01, 373.02, 245.465 and 256M.60; and

WHEREAS, 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, County and Provider agree to the following service provisions:

1. Purchase of Service:
 - a. Pursuant to Minnesota Statutes Chapter 256M (Vulnerable Children and Adults Act) and Minnesota Statutes Chapter 245 (Comprehensive Adult Mental Health Act and Comprehensive Children's Mental Health Act) and as further detailed in Exhibit A to this Agreement. Fillmore County and Provider agree to the following services:

SERVICE DESCRIPTION

Adult Outpatient Treatment ICRS

- b. Purchased Services will be provided at Zumbro Valley Health Center, Harmony Office, 65 Main Ave N, Harmony, MN 55935 or at other locations authorized by County.
2. Cost and Delivery of Purchased Services:
 - a. Purchased Services shall not exceed service totals listed in Exhibit A.
 - b. Provider certifies:
 - 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.
 - 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
 - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.

- c. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.

3. Eligibility for Services:

- a. County shall determine preliminary eligibility for participants or delegate to the Provider using established protocols agreed upon by Provider and County.
- b. Final eligibility will be determined by Fillmore County.
- c. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.
- d. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- e. Provider must establish written procedures for discharging a participant or terminating services to a participant.

4. Delivery of Services:

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

5. Payment for Purchased Services

a. Certification of Expenditures:

Provider shall submit an invoice that includes the services and coding in accordance with parameters listed on Exhibit A no later than fifteen (15) days after the end of the month/quarter.

b. Payment for Purchased Services:

County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible participants that are correct and complete, and are within the service totals specified in Exhibit A.

6. Standards and Licenses:

Provider agrees to:

- a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.
- b. Supply copies of required licenses, certifications or registrations to County upon request.
- c. Inform 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 providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.
- d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.
- f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.
- g. 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 County.
- h. Ensure that all services delivered by staff, including any subcontractors performing services under this Agreement, are within their scope of licensure and practice and receive appropriate training and supervision. Provider shall exercise due diligence to maintain appropriate levels of staffing at all times when performing services under this Agreement.

- i. Comply with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq, 45 CFR § 80 and the Fillmore County Limited English Proficiency Plan. If an Fillmore County participant needs language assistance, the Provider may contact the County case worker (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.
- j. Acknowledge that this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All court proceedings related to this Agreement shall be venued in the Fillmore County District Court, in the State of Minnesota court system.

7. Audit and Record Disclosures:

- a. Provider agrees to maintain, and upon request, furnish 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.
- b. Provider shall keep such business and participant records pursuant to the Agreement as would be kept by a reasonable prudent practitioner of Provider's profession. Provider shall maintain such records for at least 10 years from the date services or payment were last provided. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents, records, and participant files at any time during Provider's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County, State and/or Federal Departments of Human Services, applicable managed care plans, and legislative/state auditors.
- c. Where applicable, Provider shall comply with all policies of the Minnesota Department of Human Services (DHS) and applicable health plans regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- d. Provider shall provide County with reports as County may from time to time reasonably require, including, but not limited to the following:
 - ☐ ☐ 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.
 - ☐ Provider shall comply with the audit standards as set forth in the Single Audit Act 45 CFR Part 75.
 - ☐ (Other) _____
- e. Provider shall request participant consent for the release of information to be used

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

- f. Provider shall notify County within five (5) days of any changes in location, ownership, or key staff integral to the performance of this Agreement.
- g. County's procedures for monitoring and evaluating Provider's performance under this Agreement may include, but are not limited to, on-site visits, review of participant files, review of Provider's financial, statistical, and program records, review of reports and data supplied by Provider at County's request.
- h. If County discovers any practice, procedure, or policy of 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, County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If 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 County within thirty (30) days, unless County notifies Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.
- i. County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Audit and Record Disclosures section.

8. Notices

All notices or other communications shall be sufficiently given when delivered via email with capability to track "receipt" or "read" of the e-mail or certified mail to the parties as set forth below:

- a. County: Wanda Berg
Fillmore County Community Services Manager
902 Houston Street NW, Suite 1
Preston, MN 55965
wberg@co.fillmore.mn.us
- b. Provider: Beth Krehbiel
Zumbro Valley Health Center CEO
343 Woodlake Drive SE

9. 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, Provider shall immediately give notice in accordance with the Notices section. 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 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.

10. Safeguard of Participant Information

- a. County and Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Provider under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Provider or County.
- b. Provider agrees to defend, indemnify, and save and hold 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.
- c. The individual employed by 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 (4) shall be Heather Geents.
- d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** County, 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 County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

11. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. **Federal Nondiscrimination Requirements.** In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant to this Agreement, Provider and County mutually agree 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. Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran’s status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.
- b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.
- c. **Minnesota Nondiscrimination Requirements.** Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds 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, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to discrimination by Provider or its employees.

To the extent applicable, 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 Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months. Provider has executed Exhibit C – Affirmative Action Form which is incorporated herein by

this reference.

12. 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.

13. 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 Social Services and a Region 10 Contract Manager. A written copy of the determination will be provided to Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, Provider furnishes to the Health, Housing and Human Services Division a written appeal as per the Notice Section. The decision of County for the determination of such appeals, shall be through the Director of 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, 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, Provider shall proceed diligently with the performance of the Agreement.
- b. This disputes clause does not preclude consideration of questions of law.

14. Fair Hearing and Grievance Procedures:

Provider agrees to provide for a fair hearing and grievance procedure in compliance with Fair Hearing and Grievance Procedures established by administrative rules of DHS and Minnesota Statutes, section 256.045, and provide a copy of said procedure to County upon request.

15. Indemnification:

- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County and DHS against any and all liability, loss, damages, costs and expenses which County and/or DHS 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 Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by 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 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 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. County does not intend to waive any immunity it may have by statute or common law.

16. Insurance and Bonding:

- a. In order to protect itself and County under the indemnity provisions set forth above, Provider shall, at 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. County must be named 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 participant's funds or belongings with a minimum amount of \$15,000; when Provider and/or Provider employees handle participants' funds or have direct access to participants' belongings.

- b. By signing this Agreement, Provider certifies that they are in compliance with this Section.
- c. Provider is solely responsible to maintain the insurance requirements listed in this Section and provide documentation upon County request. If requested documentation is not provided, County reserves the right to request said documentation directly from Provider's insurance agent(s).
- d. Failure by Provider to maintain insurance coverage as listed in this Section is a default of this Agreement.

17. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits 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, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or

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, 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:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - 2. Violating any federal or state antitrust statutes; or
 - 3. 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.

18. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, County may evaluate Provider performance and determine whether such performance merits renewal of this Agreement.
- b. For providers of adult mental health services, in accordance with Minnesota Statutes, section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services (DHS) must be named as a third-party beneficiary to this Agreement. Provider specifically acknowledges and agrees that DHS has standing to and may take any appropriate administrative action or may sue 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 County and Provider. Provider specifically acknowledges that County and DHS are entitled to and may recover from 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.
- c. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health requirements.

19. 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 and that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, a joint venture, or an association with County and Provider, nor shall Provider, its employees, agents, and representatives be considered employees, agents, and representatives of County.
- b. 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 Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with County and shall not be considered employees of 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 Provider, its officers, agents, contractors, or

employees shall in no way be the responsibility of County. Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from 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 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.

20. Subcontracting and Assignment:

Provider shall neither enter into subcontracts for nor assign the performance of this Agreement without prior written approval of County.

21. 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.

22. Default:

- a. Force Majeure: Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, pandemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than County or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by County. Provider shall immediately notify County, according to the Notices section, 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, County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/termination of the Agreement.
- c. Default by Provider: Unless cured or excused by the Force Majeure provision 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 County;
 - 5) Failing to perform any other material provision of this Agreement.
- d. Default by County Unless cured or excused by the Force Majeure provision or Provider default, each of the following shall constitute default on the part of County:
- 1) Making material misrepresentations either in the Agreement, Exhibit or other attachments or in any other material provision or condition relied upon by Provider in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- e. Written Notice of Default: 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 or via e-mail where a “delivery” and/or “read” receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.
- f. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination to the defaulting party.

23. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other party. The applicable period shall be 90 days for mental health facilities.
- b. Termination with Cause: County may suspend and/or terminate this Agreement for good cause immediately upon written notice to Provider. “Good cause” includes, but is not limited to, failure of 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 the Cure Period of this Agreement.
- c. Reduction and/or Termination of Government/Grant Funding: Notwithstanding any other provision of this Agreement, if the funding entity terminates or reduces its funding to County for services that are to be provided under this Agreement, then County may, by amendment, reduce funding, modify service provision or terminate the Agreement as appropriate. County will notify Provider as soon as it receives confirmation of reduction/termination from the funding entity. Furthermore, County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: The notice shall state the effective date of the

termination. All Notices of Termination shall be made by certified mail or via e-mail where a “delivery” and/or “read” receipt option is available 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 the Notices section of this Agreement.

- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Notify all participants 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, County:
 - 1) Shall make final payment within thirty-five (35) days of receipt of final invoice for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by County in writing.

- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer participants to 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 from County, continue services to participants until completion of services or transfer of services to another provider arranged by County.
 - 2) County shall arrange for such transfer of services no later than thirty (30) days after Agreement termination.
 - 3) County 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, participant file maintenance, other requirements outlined in this Agreement, and transfer of the participant’s files to County or the participant’s new provider of services.

24. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of 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 County, and attached to the original Agreement.

25. 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 Provider, County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

26. Merger:

It is understood and agreed that the entire agreement of the parties is contained in Sections 1-26, Exhibits A and B. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

ZUMBRO VALLEY HEALTH CENTER

BY: _____ DATED: _____

Beth Krehbiel
Chief Executive Officer

FILLMORE COUNTY BOARD OF COMMISSIONERS

BY: _____ DATED: _____

Chairperson of the County Board

FILLMORE COUNTY COMMUNITY SERVICES

BY: _____ DATED: _____

Wanda Berg
Manager

APPROVED AS TO FORM AND EXECUTION:

BY: _____ DATED: _____

Brett Corson
Fillmore County Attorney

AGENCY NAME: Zumbro Valley Health Center

CONTRACT TYPE: POS – Crisis Services

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

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

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

PURCHASE OF SERVICE AGREEMENT

Fillmore County through its Community Services Department, "County", and **Zumbro Valley Health Center**, 343 Woodlake Drive SE, Rochester, MN 55904, "Provider", enter into this Agreement for the term of January 1, 2023 to December 31, 2023 and shall remain in effect until a new Agreement is signed by both parties or terminated under provisions of the Termination section of this Agreement.

WITNESSETH

WHEREAS, Provider is an approved vendor according to the Minnesota Statutes, section 256.0112 to provide services as specified herein; and

WHEREAS, County shall purchase such services from Provider pursuant to Minnesota Statutes sections 373.01, 373.02, 245.465 and 256M.60; and

WHEREAS, 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, County and Provider agree to the following service provisions:

1. Purchase of Service:
 - a. Pursuant to Minnesota Statutes Chapter 256M (Vulnerable Children and Adults Act) and Minnesota Statutes Chapter 245 (Comprehensive Adult Mental Health Act and Comprehensive Children's Mental Health Act) and as further detailed in Exhibit A to this Agreement. Fillmore County and Provider agree to the following services:

SERVICE DESCRIPTION

Community Support Program (CSP) – Adult Case Manager/Mental Health Practitioner

- b. Purchased Services will be provided at Zumbro Valley Health Center, Harmony Office, 65 Main Ave N, Harmony, MN 55935 or at other locations authorized by County.
2. Cost and Delivery of Purchased Services:
 - a. Purchased Services shall not exceed service totals listed in Exhibit A.
 - b. Provider certifies:
 - 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.
 - 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
 - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.

- c. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.

3. Eligibility for Services:

- a. County shall determine preliminary eligibility for participants or delegate to the Provider using established protocols agreed upon by Provider and County.
- b. Final eligibility will be determined by Fillmore County.
- c. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.
- d. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- e. Provider must establish written procedures for discharging a participant or terminating services to a participant.

4. Delivery of Services:

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

5. Payment for Purchased Services

a. Certification of Expenditures:

Provider shall submit an invoice that includes the services and coding in accordance with parameters listed on Exhibit A no later than fifteen (15) days after the end of the month/quarter.

b. Payment for Purchased Services:

County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible participants that are correct and complete, and are within the service totals specified in Exhibit A.

6. Standards and Licenses:

Provider agrees to:

- a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.
- b. Supply copies of required licenses, certifications or registrations to County upon request.
- c. Inform 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 providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.
- d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.
- f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.
- g. 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 County.
- h. Ensure that all services delivered by staff, including any subcontractors performing services under this Agreement, are within their scope of licensure and practice and receive appropriate training and supervision. Provider shall exercise due diligence to maintain appropriate levels of staffing at all times when performing services under this Agreement.

- i. Comply with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq, 45 CFR § 80 and the Fillmore County Limited English Proficiency Plan. If an Fillmore County participant needs language assistance, the Provider may contact the County case worker (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.
- j. Acknowledge that this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All court proceedings related to this Agreement shall be venued in the Fillmore County District Court, in the State of Minnesota court system.

7. Audit and Record Disclosures:

- a. Provider agrees to maintain, and upon request, furnish 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.
- b. Provider shall keep such business and participant records pursuant to the Agreement as would be kept by a reasonable prudent practitioner of Provider's profession. Provider shall maintain such records for at least 10 years from the date services or payment were last provided. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents, records, and participant files at any time during Provider's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County, State and/or Federal Departments of Human Services, applicable managed care plans, and legislative/state auditors.
- c. Where applicable, Provider shall comply with all policies of the Minnesota Department of Human Services (DHS) and applicable health plans regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- d. Provider shall provide County with reports as County may from time to time reasonably require, including, but not limited to the following:
 - ☐ ☐ 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.
 - ☐ Provider shall comply with the audit standards as set forth in the Single Audit Act 45 CFR Part 75.
 - ☐ (Other) _____
- e. Provider shall request participant consent for the release of information to be used

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

- f. Provider shall notify County within five (5) days of any changes in location, ownership, or key staff integral to the performance of this Agreement.
- g. County's procedures for monitoring and evaluating Provider's performance under this Agreement may include, but are not limited to, on-site visits, review of participant files, review of Provider's financial, statistical, and program records, review of reports and data supplied by Provider at County's request.
- h. If County discovers any practice, procedure, or policy of 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, County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If 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 County within thirty (30) days, unless County notifies Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.
- i. County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Audit and Record Disclosures section.

8. Notices

All notices or other communications shall be sufficiently given when delivered via email with capability to track "receipt" or "read" of the e-mail or certified mail to the parties as set forth below:

- a. County: Wanda Berg
Fillmore County Community Services Manager
902 Houston Street NW, Suite 1
Preston, MN 55965
wberg@co.fillmore.mn.us
- b. Provider: Beth Krehbiel
Zumbro Valley Health Center CEO
343 Woodlake Drive SE

9. 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, Provider shall immediately give notice in accordance with the Notices section. 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 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.

10. Safeguard of Participant Information

- a. County and Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Provider under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Provider or County.
- b. Provider agrees to defend, indemnify, and save and hold 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.
- c. The individual employed by 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 (4) shall be Heather Geents.
- d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** County, 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 County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

11. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. **Federal Nondiscrimination Requirements.** In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant to this Agreement, Provider and County mutually agree 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. Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran’s status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.
- b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.
- c. **Minnesota Nondiscrimination Requirements.** Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds 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, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to discrimination by Provider or its employees.

To the extent applicable, 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 Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months. Provider has executed Exhibit C – Affirmative Action Form which is incorporated herein by

this reference.

12. 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.

13. 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 Social Services and a Region 10 Contract Manager. A written copy of the determination will be provided to Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, Provider furnishes to the Health, Housing and Human Services Division a written appeal as per the Notice Section. The decision of County for the determination of such appeals, shall be through the Director of 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, 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, Provider shall proceed diligently with the performance of the Agreement.
- b. This disputes clause does not preclude consideration of questions of law.

14. Fair Hearing and Grievance Procedures:

Provider agrees to provide for a fair hearing and grievance procedure in compliance with Fair Hearing and Grievance Procedures established by administrative rules of DHS and Minnesota Statutes, section 256.045, and provide a copy of said procedure to County upon request.

15. Indemnification:

- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County and DHS against any and all liability, loss, damages, costs and expenses which County and/or DHS 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 Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by 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 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 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. County does not intend to waive any immunity it may have by statute or common law.

16. Insurance and Bonding:

- a. In order to protect itself and County under the indemnity provisions set forth above, Provider shall, at 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. County must be named 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 participant's funds or belongings with a minimum amount of \$15,000; when Provider and/or Provider employees handle participants' funds or have direct access to participants' belongings.

- b. By signing this Agreement, Provider certifies that they are in compliance with this Section.
- c. Provider is solely responsible to maintain the insurance requirements listed in this Section and provide documentation upon County request. If requested documentation is not provided, County reserves the right to request said documentation directly from Provider's insurance agent(s).
- d. Failure by Provider to maintain insurance coverage as listed in this Section is a default of this Agreement.

17. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits 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, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or

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, 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:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - 2. Violating any federal or state antitrust statutes; or
 - 3. 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.

18. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, County may evaluate Provider performance and determine whether such performance merits renewal of this Agreement.
- b. For providers of adult mental health services, in accordance with Minnesota Statutes, section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services (DHS) must be named as a third-party beneficiary to this Agreement. Provider specifically acknowledges and agrees that DHS has standing to and may take any appropriate administrative action or may sue 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 County and Provider. Provider specifically acknowledges that County and DHS are entitled to and may recover from 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.
- c. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health requirements.

19. 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 and that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, a joint venture, or an association with County and Provider, nor shall Provider, its employees, agents, and representatives be considered employees, agents, and representatives of County.
- b. 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 Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with County and shall not be considered employees of 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 Provider, its officers, agents, contractors, or

employees shall in no way be the responsibility of County. Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from 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 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.

20. Subcontracting and Assignment:

Provider shall neither enter into subcontracts for nor assign the performance of this Agreement without prior written approval of County.

21. 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.

22. Default:

- a. Force Majeure: Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, pandemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than County or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by County. Provider shall immediately notify County, according to the Notices section, 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, County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/termination of the Agreement.
- c. Default by Provider: Unless cured or excused by the Force Majeure provision 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 County;
 - 5) Failing to perform any other material provision of this Agreement.
- d. Default by County Unless cured or excused by the Force Majeure provision or Provider default, each of the following shall constitute default on the part of County:
- 1) Making material misrepresentations either in the Agreement, Exhibit or other attachments or in any other material provision or condition relied upon by Provider in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- e. Written Notice of Default: 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 or via e-mail where a “delivery” and/or “read” receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.
- f. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination to the defaulting party.

23. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other party. The applicable period shall be 90 days for mental health facilities.
- b. Termination with Cause: County may suspend and/or terminate this Agreement for good cause immediately upon written notice to Provider. “Good cause” includes, but is not limited to, failure of 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 the Cure Period of this Agreement.
- c. Reduction and/or Termination of Government/Grant Funding: Notwithstanding any other provision of this Agreement, if the funding entity terminates or reduces its funding to County for services that are to be provided under this Agreement, then County may, by amendment, reduce funding, modify service provision or terminate the Agreement as appropriate. County will notify Provider as soon as it receives confirmation of reduction/termination from the funding entity. Furthermore, County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: The notice shall state the effective date of the

termination. All Notices of Termination shall be made by certified mail or via e-mail where a “delivery” and/or “read” receipt option is available 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 the Notices section of this Agreement.

- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Notify all participants 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, County:
 - 1) Shall make final payment within thirty-five (35) days of receipt of final invoice for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by County in writing.

- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer participants to 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 from County, continue services to participants until completion of services or transfer of services to another provider arranged by County.
 - 2) County shall arrange for such transfer of services no later than thirty (30) days after Agreement termination.
 - 3) County 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, participant file maintenance, other requirements outlined in this Agreement, and transfer of the participant’s files to County or the participant’s new provider of services.

24. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of 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 County, and attached to the original Agreement.

25. 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 Provider, County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

26. Merger:

It is understood and agreed that the entire agreement of the parties is contained in Sections 1-26, Exhibits A and B. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

ZUMBRO VALLEY HEALTH CENTER

BY: _____ DATED: _____

Beth Krehbiel
Chief Executive Officer

FILLMORE COUNTY BOARD OF COMMISSIONERS

BY: _____ DATED: _____

Chairperson of the County Board

FILLMORE COUNTY COMMUNITY SERVICES

BY: _____ DATED: _____

Wanda Berg
Manager

APPROVED AS TO FORM AND EXECUTION:

BY: _____ DATED: _____

Brett Corson
Fillmore County Attorney

AGENCY NAME: Zumbro Valley Health Center

CONTRACT TYPE: POS – CSP

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

SERVICE DESCRIPTION	CODE	UNITS	RATE	TYPE	TOTAL
Community Support Program (CSP) – Adult Case Manager/Mental Health Practitioner	N/A	12	\$6,130.00	MO	\$36,780.00

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”). It will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

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 (HIPAA) 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) Affiliate. “Affiliate” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.
 - b) Breach. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
 - c) Breach Notification Rule. “Breach Notification Rule” means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
 - d) 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.
 - e) Confidential Data. “Confidential Data as defined in Minnesota§ 13.02, subd. 3.
 - f) 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.
 - g) Data Aggregation. “Data Aggregation” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
 - h) De-Identify. “De-Identify” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).
 - i) Designated Record Set. “Designated Record Set” has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501. B.
 - j) 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.
 - k) 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.

- l) Electronic Health Records. “Electronic Health Records” means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103 and in the Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5).
- m) Health Care Operations. “Health Care Operations” has the meaning given to that term in 45 CFR §164.501.
- n) Health Records. “Health Records” as governed by the Minnesota Health Records Act, Minnesota Statute §§ 144.291-144.298.
- o) HHH. “HHS” means the U.S. Department of Health and Human Services.
- p) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- q) HITECH Act. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- r) Individual. “Individual” has the same meaning given to that term in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- s) Medical Data. “Medical Data” as governed by Minnesota Statute § 13.384.
- t) 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.
- u) 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.
- v) 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.
- w) 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.
- x) Private Data. “Private Data” as defined in Minnesota Statutes § 13.02, subd. 12.
- y) Privacy Rule. The “Privacy Rule” means collectively the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E
- z) 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 and 160.103, limited to the information created or received by Provider from or on behalf of County or another business associate of County.
- aa) 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.
 - bb) 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.
 - cc) 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.
 - dd) Security Rule. “Security Rule” means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
 - ee) Standard Transactions. The capitalized term “Standard Transactions” shall have the meaning set out in, 45 C.F.R. § 162.103.
 - ff) 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.
 - gg) 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.
 - hh) 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.
 - ii) 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.
 - jj) Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” means any “protected health information” as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).
 - kk) 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. However, Provider's data stewardship does not confer data ownership rights on Provider with respect to any data shared with it under the Agreement, including any and all forms thereof.
 - 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; in the event any Individual or personal representative requests access to the Individual's PHI directly from Provider, Provider within ten business days, will forward that request to the County. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of the County.
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; any request by County to amend such information will be completed by Provider within 15 business days of County's request.

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.
4. Except for data aggregation or management and administrative activities of Provider, the County shall not request Provider to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the County.

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, within ten business days 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. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of the County.
3. **Disclosure Accounting.** So that County may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
4. **Disclosure Tracking.** 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. In the event an Individual delivers the initial request for disclosure tracking directly to Provider, Provider will within ten business days forward such request to the County. In the event County directs Provider to respond to the request and Provider elects to provide the Individual with a list of its business associates, Provider will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.
5. **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.

6. **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).
7. **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.
8. **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 the County's Attorney's Office 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. Notices.

All notices or other communications shall be sufficiently given when delivered via email with capability to track “receipt” or “read” of the e-mail or certified mail to the parties as set forth below:

A. If to County, to:

Attn: Wanda Berg
902 Houston Street NW, Suite 1
Preston, MN 55965
wberg@co.fillmore.mn.us

B. If to Business Associate, to:

Attn: Beth Krehbiel
343 Woodlake Drive SE
Rochester, MN 55904
Beth.krehbiel@zvhc.org

J. Amendments and Waiver.

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. Subject to this exception, this BAA may otherwise not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

K. HITECH Act Compliance.

The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30- days’ prior written notice to the other Party.

L. 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 light of the mutual agreement and understanding described above, County and Provider execute this Addendum in multiple originals to be effective on the last date written below.

PROVIDER

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF FILLMORE

By: _____

Name: _____

Title: _____

Date: _____

PURCHASE OF SERVICE AGREEMENT

Fillmore County

This Agreement is made and entered into by and between Fillmore County, 101 Fillmore Street, Preston, MN 55965 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 256.0112 to provide services as specified under Section 1, 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 \$106,654 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 \$106,654 per contract period.

Up to \$106,654 per this contract period may be paid to the PROVIDER, at actual cost of services, for staff services including orientation, individualized career counseling, case management, staff intervention activities with other agencies, vocational assessment, job search sessions, and for marketing directly to employers. In addition to actual invoiced costs of training and supportive services provided by a third-party vendor up to \$4,799 for MFIP and up to \$3,200 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, 2023, and shall remain in effect until December 31, 2023, 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, 2023. 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
2023 Budget

County of Fillmore

Budget for MFIP/DWP	\$106,654
---------------------	-----------

MFIP	\$ 59,193
DWP	\$ 39,462
Admin (7.5%)	<u>\$ 7,999</u>
	<u><u>\$ 106,654</u></u>

MFIP	
Direct Program	\$ 55,193
Client Services	\$ 4,000
Administration	<u>\$ 4,799</u>
Total	<u><u>\$ 63,992</u></u>

DWP	
Direct Program	\$ 36,462
Client Services	\$ 3,000
Administration	<u>\$ 3,200</u>
Total	<u><u>\$ 42,662</u></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.

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/13/2022 Amount of time requested (minutes):

10 minutes

Dept.:

Highway/Airport

 Prepared By:

Ron Gregg

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: None

<u>Regular Agenda:</u>	<u>Documentation</u> Yes or No
------------------------	-----------------------------------

Highway Department

- | | |
|--|----|
| 1. Consider the request to award the Concrete Overlay Project
SAP 23-625-016 to the lowest responsible bidder | NO |
| 2. Consider the request to schedule a Public Hearing to update the Transportation
Option Sales Tax Project Designations | NO |

Airport Department

- | | |
|--|--|
| 1. Consider the request to award the sale of the existing Arrival and Departure building at
the Fillmore County Airport to the highest bidder | |
|--|--|

All other support documents are attached.

All requests for County Board agenda must be in the Administrator'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: bhillery@co.fillmore.mn.us and tkraling@co.fillmore.mn.us

REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 12/13/2022	Amount of time requested (minutes):	10
Dept.: Human Resources	Prepared By:	Lindsi Engle

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:

- | | <u>Documentation</u> |
|---|----------------------|
| 1. Consider request to hire replacement Child Support Officer at Grade 9/ Step 1 effective January 9 th , 2023
a. Abby Borden | NO |
| 2. Consider approval of phone stipends for Community Corrections staff | YES |
| 3. Consider request to approve 2023 Non Union pay plan with a 4.5% COLA/ market increase | YES |

All requests for County Board agenda must be in the Administrator'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: bhillery@co.fillmore.mn.us or tkraling@co.fillmore.mn.us

Fillmore County Electronic Device Policy

Authorization of Taxable Stipend for Electronic Device

The employee will receive an electronic device service plan stipend in an amount determined by the Department Head depending on the scope of employee responsibilities. The stipend is intended to cover a portion of the employee's electronic device expenses related to work duties, not the full cost of the device or service.

Employee: Jon King

Department: Corrections

Emp. #:

Effective Date: 11/14/22

Review Date:

Department Head: Tom Jensen

Reason Authorized: Offender Supervision

I acknowledge that I have read and understand the Fillmore County Electronic Communication Policy, and the information contained in this Acknowledgement, and that I agree to comply with all provisions and regulations related to this and other County policies. I further acknowledge that failure to comply with the County Electronic Communications Policy and related policies or with the terms of this Acknowledgement may result in disciplinary action under the personnel policy or a collective bargaining agreement.

Employee Signature: _____ **Date:** _____

Approved Stipend Amounts:

Electronic Device Stipends	Stipend Amount
SERVICE LEVELS	STIPENDS/MO.
<input type="checkbox"/> Tier One	\$15.00
<input checked="" type="checkbox"/> Tier Two	\$40.00
<input type="checkbox"/> De-active allowance payment - Deactivation date:	

*****Monthly Taxable Stipend Authorized** \$

Authorized By _____

Date

11/14/22

11-14-22

Fillmore County Electronic Device Policy

Authorization of Taxable Stipend for Electronic Device

The employee will receive an electronic device service plan stipend in an amount determined by the Department Head depending on the scope of employee responsibilities. The stipend is intended to cover a portion of the employee's electronic device expenses related to work duties, not the full cost of the device or service.

Employee: Kim Waller

Department: Corrections

Emp. #:

Effective Date: 11/14/22

Review Date:

Department Head: Tom Jensen

Reason Authorized: Offender Supervision

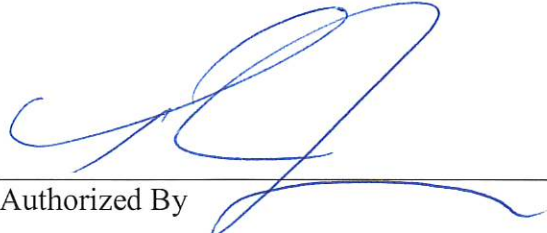
I acknowledge that I have read and understand the Fillmore County Electronic Communication Policy, and the information contained in this Acknowledgement, and that I agree to comply with all provisions and regulations related to this and other County policies. I further acknowledge that failure to comply with the County Electronic Communications Policy and related policies or with the terms of this Acknowledgement may result in disciplinary action under the personnel policy or a collective bargaining agreement.

Employee Signature:  **Date:** 11/14/22

Approved Stipend Amounts:

Electronic Device Stipends	Stipend Amount
SERVICE LEVELS	STIPENDS/MO.
<input checked="" type="checkbox"/> Tier One	\$15.00
<input type="checkbox"/> Tier Two	\$40.00
<input type="checkbox"/> De-active allowance payment - Deactivation date:	

*****Monthly Taxable Stipend Authorized** \$



Authorized By _____ **Date** 11-14-22

Fillmore County Electronic Device Policy

Authorization of Taxable Stipend for Electronic Device

The employee will receive an electronic device service plan stipend in an amount determined by the Department Head depending on the scope of employee responsibilities. The stipend is intended to cover a portion of the employee's electronic device expenses related to work duties, not the full cost of the device or service.

Employee: Tori Gilman

Department: Corrections

Emp. #:

Effective Date: 11/14/22

Review Date:

Department Head: Tom Jensen

Reason Authorized: Offender Supervision

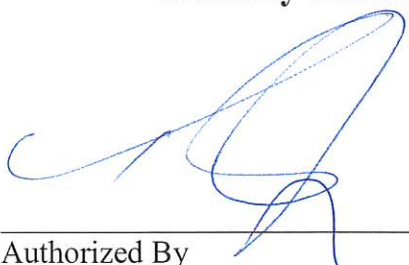
I acknowledge that I have read and understand the Fillmore County Electronic Communication Policy, and the information contained in this Acknowledgement, and that I agree to comply with all provisions and regulations related to this and other County policies. I further acknowledge that failure to comply with the County Electronic Communications Policy and related policies or with the terms of this Acknowledgement may result in disciplinary action under the personnel policy or a collective bargaining agreement.

Employee Signature:  **Date:** 11/14/2022

Approved Stipend Amounts:

Electronic Device Stipends	Stipend Amount
SERVICE LEVELS	STIPENDS/MO.
<input type="checkbox"/> Tier One	\$15.00
<input checked="" type="checkbox"/> Tier Two	\$40.00
<input type="checkbox"/> De-active allowance payment - Deactivation date:	

*****Monthly Taxable Stipend Authorized** \$


Authorized By

11-14-22
Date

[illegible]

GRADE 9	Hourly	\$25.29	\$26.14	\$26.98	\$27.83	\$28.67	\$29.52	\$30.36	\$31.20	\$32.04	\$32.89
Account Tech Lead	Monthly	\$4,384.33	\$4,531.72	\$4,677.24	\$4,824.63	\$4,970.15	\$5,117.54	\$5,263.06	\$5,408.59	\$5,554.11	\$5,701.50
Child Support Offi	Annual	\$52,611.99	\$54,380.65	\$56,126.92	\$57,895.57	\$59,641.85	\$61,410.50	\$63,156.77	\$64,903.04	\$66,649.31	\$68,417.97

Community Corrections Case Manager

Courthouse Security

Feedlot Officer

Paralegal

Property Appraiser

GRADE 10	Hourly	\$26.34	\$27.22	\$28.08	\$28.96	\$29.84	\$30.72	\$31.60	\$32.47	\$33.36	\$34.24
Building Maint. Su	Monthly	\$4,565.30	\$4,718.29	\$4,867.54	\$5,020.53	\$5,171.65	\$5,324.63	\$5,477.62	\$5,628.74	\$5,781.72	\$5,934.71
Fiscal Officer	Annual	\$54,783.63	\$56,619.45	\$58,410.50	\$60,246.32	\$62,059.76	\$63,895.58	\$65,731.40	\$67,544.84	\$69,380.66	\$71,216.48

Hwy Working Foreman

PT Dispatcher

GRADE 11	Hourly	\$27.86	\$28.77	\$29.71	\$30.63	\$31.57	\$32.48	\$33.42	\$34.35	\$35.27	\$36.20
Engineering Tech	Monthly	\$4,828.36	\$4,986.94	\$5,149.26	\$5,309.71	\$5,472.02	\$5,630.60	\$5,792.92	\$5,953.36	\$6,113.81	\$6,274.26
GIS Coordinator	Annual	\$57,940.35	\$59,843.34	\$61,791.10	\$63,716.48	\$65,664.24	\$67,567.23	\$69,514.99	\$71,440.36	\$73,365.74	\$75,291.11

Hwy/Airport Office Mgr.

RN- 2 Year

Head Mechanic

PT Deputy

Shop Foreman

Veteran Service Officer

GRADE 12	Hourly	\$29.52	\$30.51	\$31.48	\$32.47	\$33.45	\$34.45	\$35.43	\$36.41	\$37.39	\$38.37
Cty Surveyor's As	Monthly	\$5,117.54	\$5,289.18	\$5,457.09	\$5,628.74	\$5,798.51	\$5,972.02	\$6,141.80	\$6,311.57	\$6,481.35	\$6,651.13
Comm. Corr. Age	Annual	\$61,410.50	\$63,470.21	\$65,485.13	\$67,544.84	\$69,582.15	\$71,664.24	\$73,701.56	\$75,738.87	\$77,776.19	\$79,813.51

Home Care Coord.

HR Officer

Maint Superintendent

Registered Dietician

RN- 4 Year

Social Worker

GRADE 13	Hourly	\$32.77	\$33.86	\$34.96	\$36.05	\$37.14	\$38.23	\$39.32	\$40.43	\$41.51	\$42.61
Surveyor	Monthly	\$5,680.98	\$5,869.41	\$6,059.71	\$6,248.14	\$6,438.44	\$6,626.87	\$6,815.30	\$7,007.47	\$7,195.90	\$7,386.20
Public Health Nurse	Annual	\$68,171.70	\$70,432.90	\$72,716.48	\$74,977.68	\$77,261.26	\$79,522.46	\$81,783.66	\$84,089.63	\$86,350.82	\$88,634.41
Solid Waste Admin.											
Zoning Administrator											
Eng. Supervisor											
GRADE 14	Hourly	\$36.37	\$37.59	\$38.80	\$40.02	\$41.22	\$42.43	\$43.66	\$44.87	\$46.07	\$47.28
Jail Administrator	Monthly	\$6,304.11	\$6,514.93	\$6,725.75	\$6,936.57	\$7,145.53	\$7,354.48	\$7,567.17	\$7,777.99	\$7,985.08	\$8,195.90
Social Services Supervisor	Annual	\$75,649.32	\$78,179.18	\$80,709.03	\$83,238.88	\$85,746.35	\$88,253.81	\$90,806.05	\$93,335.91	\$95,820.98	\$98,350.84
Lead PHN											
GRADE 15	Hourly	\$37.98	\$39.27	\$40.52	\$41.79	\$43.05	\$44.33	\$45.58	\$46.85	\$48.13	\$49.39
Ast. County Attorney	Monthly	\$6,583.96	\$6,805.98	\$7,024.26	\$7,244.41	\$7,462.69	\$7,684.71	\$7,901.13	\$8,121.28	\$8,343.29	\$8,561.57
Health Educator	Annual	\$79,007.53	\$81,671.72	\$84,291.12	\$86,932.91	\$89,552.32	\$92,216.50	\$94,813.52	\$97,455.31	\$100,119.49	\$102,738.90
Auditor/Treasurer											
County Assessor											
Finance Director											
GRADE 16	Hourly	\$39.70	\$41.03	\$42.34	\$43.68	\$45.00	\$46.32	\$47.65	\$48.96	\$50.30	\$51.62
Land Records Director	Monthly	\$6,880.60	\$7,111.95	\$7,339.56	\$7,570.90	\$7,800.38	\$8,027.99	\$8,259.34	\$8,486.95	\$8,718.29	\$8,947.77
	Annual	\$82,567.24	\$85,343.36	\$88,074.71	\$90,850.83	\$93,604.56	\$96,335.91	\$99,112.03	\$101,843.38	\$104,619.50	\$107,373.23
GRADE 17	Hourly	\$41.49	\$42.87	\$44.26	\$45.64	\$47.01	\$48.40	\$49.79	\$51.17	\$52.56	\$53.94
Director of Nursing	Monthly	\$7,192.17	\$7,430.98	\$7,671.65	\$7,910.45	\$8,149.26	\$8,389.93	\$8,630.60	\$8,869.41	\$9,110.08	\$9,348.89
	Annual	\$86,306.05	\$89,171.72	\$92,059.78	\$94,925.46	\$97,791.13	\$100,679.20	\$103,567.26	\$106,432.93	\$109,320.99	\$112,186.67
GRADE 18	Hourly	\$43.36	\$44.81	\$46.25	\$47.70	\$49.15	\$50.58	\$52.03	\$53.47	\$54.92	\$56.37
Social Services Manager	Monthly	\$7,514.93	\$7,766.80	\$8,016.80	\$8,268.66	\$8,518.66	\$8,766.80	\$9,018.66	\$9,268.67	\$9,518.67	\$9,770.53
	Annual	\$90,179.19	\$93,201.58	\$96,201.58	\$99,223.97	\$102,223.97	\$105,201.59	\$108,223.98	\$111,223.98	\$114,223.98	\$117,246.37
GRADE 19	Hourly	\$45.31	\$46.81	\$48.33	\$49.85	\$51.35	\$52.85	\$54.37	\$55.88	\$57.40	\$58.90
	Monthly	\$7,854.48	\$8,113.81	\$8,376.87	\$8,639.93	\$8,901.13	\$9,160.46	\$9,423.52	\$9,686.58	\$9,949.64	\$10,208.96
	Annual	\$94,253.82	\$97,365.76	\$100,522.48	\$103,679.20	\$106,813.53	\$109,925.47	\$113,082.19	\$116,238.91	\$119,395.63	\$122,507.57
GRADE 20	Hourly	\$47.34	\$48.93	\$50.50	\$52.08	\$53.66	\$55.25	\$56.82	\$58.39	\$59.96	\$61.56
Engineer	Monthly	\$8,205.23	\$8,481.35	\$8,753.74	\$9,027.99	\$9,300.38	\$9,576.50	\$9,848.89	\$10,121.28	\$10,393.67	\$10,669.79
	Annual	\$98,462.78	\$101,776.21	\$105,044.87	\$108,335.92	\$111,604.58	\$114,918.01	\$118,186.67	\$121,455.33	\$124,723.99	\$128,037.43
GRADE 21	Hourly	\$49.48	\$51.13	\$52.77	\$54.42	\$56.07	\$57.71	\$59.37	\$61.03	\$62.67	\$64.32
Administrator	Monthly	\$8,576.50	\$8,861.95	\$9,147.40	\$9,432.84	\$9,718.29	\$10,003.74	\$10,291.05	\$10,578.37	\$10,861.95	\$11,149.26
	Annual	\$102,918.00	\$106,343.38	\$109,768.76	\$113,194.13	\$116,619.51	\$120,044.88	\$123,492.65	\$126,940.41	\$130,343.40	\$133,791.17



December 1, 2022

PROPOSAL FOR

FILLMORE COUNTY COURTHOUSE

Prepared by:

Christina Welke

Technology Advisor
800.847.3098
Christina.welke@marconet.com



Managed Services



Copiers & Printers



Audio Visual



Business IT Services



FILLMORE COUNTY COURTHOUSE RECOMMENDED PRINT SOLUTION

QTY	ITEM	DESCRIPTION
1	BP-70C31	SHARP BP-70C31 31 PPM A3 COLOR MFP

Specifications – BP-70C31

- 31 B/W and Color Pages Per Minute
- 140/280 ipm Scan Speed
- OCR Capabilities
- Pull out Keyboard
- Internal Staple Finisher
- (2) 550 Sheet Paper Tray
- 300 Sheet Single Pass Document Feeder
- Scan to E-Mail/Network Folder
- 120 Volt Power Requirements



MANAGED ACCOUNT PROGRAM (MAP)

Our Managed Account Program includes equipment, service and supplies (except staples and paper). The result is a system with the capabilities and features you need—without the administrative headaches.

60 Month MAP \$113.77/Month

- Black and White Prints included per Month: 0
- Black and White Print Overage: Add to Current Agreement
- Color Prints **included** per Month: 0
- Color Print Overages: Add to Current Agreement

DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING

Delivery, Installation, Initial Supplies & Initial Training.....Included

MARCO SUPPORT DESK (RECOMMENDED OPTION)

Our network and hardware technicians support hardware malfunctions, connectivity and device settings. You can receive support directly from your workstation or we can also provide interactive, remote sessions. Remote work allows our staff access to your computer, so we can walk you through the solution visually.

- Live-call answer Monday-Friday, 8:00 a.m. to 5:00 p.m.
- Setting up scan to e-mail folder and desktop solutions
- Help with duplex printing, desktop publishing, booklet printing, etc.
- Identification of solutions for device connection and printing
- Support with Sharp, HP, Lexmark, Konica Minolta, Kyocera, Canon and Toshiba
- Proficiency with both Windows and Mac
- Coordination with IT staff members to resolve server issues

1-5 Devices \$10.00/Month*

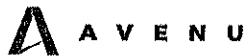
6-15 Devices \$20.00/Month*

16+ Devices \$30.00/Month*

**Note: The monthly cost is per contract.*

Accepted by: _____ Date: _____

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.

**Avenu Insights & Analytics, LLC.**

CUSTOMER NO C100436	DATE 11/21/2022	Platform	Cost center (Sales support)
-------------------------------	---------------------------	----------	-----------------------------

Please use **new** customer number from the customer list.

B	S same
I	H
L Fillmore County	I
L	P
101 Fillmore Street	
T	T
O Preseton, MN 55965	O

E-mail address: bharmening@co.fillmore.mn.us

CUSTOMER CONTACT: Brooke Harmening PHONE: 507-765-2668 P.O. NO.: _____

SALES REP: Lisa Churchill REP'S NO.: _____

TERM START DATE 12/1/2022 END DATE 5/31/2022

PRODUCT CODE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SALES AMOUNT
FT000213	Operating System Upgrade From V7R2 to V7R4	1	7,500.000	\$ 7,500.00
	Model 8286-41A - SN#78-80F7X			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
8840104	Freight - At Cost As Needed			\$ -

SPECIAL INSTRUCTIONS SUBTOTAL \$ **7,500.00**

	TAX % I.e., .08 or .0725
	SALES TAX

CUSTOMER ACCEPTANCE: I hereby accept the terms and conditions of this Sales Order Agreement included in page 2, and authorize Avenu to proceed on this matter as set forth herein.
CUSTOMER SIGNATURE: _____ DATE: _____

AVENU SIGNATURE: _____ DATE: _____ TOTAL \$ **7,500.00**

Terms and Conditions:

Payment Terms: Customer agrees to remit payment to Avenu within 30 days from issuance of invoice.

Limited Warranty: Hardware and Commercial Software Warranties: If third-party hardware and/or commercial software is furnished under this Agreement, then Avenu shall, to the maximum extent allowable by said third-party vendors, pass-through to the Customer all manufacturers' warranties for materials furnished under this agreement. Avenu shall provide only the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. AVENU MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE HARDWARE AND COMMERCIAL OFF-THE-SHELF SOFTWARE, IN WHOLE OR IN PART. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Rights to Third Party Software: Rights to third party commercial off-the-shelf software provided by third-party software vendors, including "shrink wrap" and "click wrap" software, are subject to the provisions of the software licenses provided by those third-party software vendors, and Customer understands and agrees that acceptance and use of such third-party software shall be deemed an acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. In the event Client requested Avenu to install third party software that contains "shrink wrap" or "click-wrap" software Client hereby authorizes Avenu to accept such "shrink wrap" or "click-wrap" software on behalf of the Client when the software is installed.

Limitation of Liability: IN NO EVENT SHALL AVENU BE LIABLE TO THE CUSTOMER HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TEN PERCENT (10%) OF THE FULL PRICE OF THE ORDERED GOODS AND SERVICES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL AVENU BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST AVENU ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS. UNDER NO CIRCUMSTANCES WILL AVENU BE RESPONSIBLE FOR THE LOSS OF DATA OR SOFTWARE.

Force Majeure: Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

Ownership of Data: Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data provided to Avenu, whether stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used).

Risk of Loss & Title: Avenu shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of Avenu, its employees, agents, representatives or subcontractors. Title and risk of loss to the hardware and commercial software shall pass to the Customer upon the date products were delivered to the customer's site.

Returns: Customer may return hardware and commercial software products purchased from Avenu within 15 days from the date products were delivered to the Customer's site.

Termination for Breach: If Customer materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within ten (10) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Avenu may terminate this agreement for breach. Termination by Avenu shall be effective upon written notice to Customer. Customer agrees to discontinue use of all Avenu-owned materials no later than the effective date of termination and return such Avenu-owned materials to Avenu within thirty (30) calendar days after termination.

Entire Agreement: The contents of this agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this agreement. The terms and conditions of this agreement shall not be changed or modified except by written agreement signed by both parties. The parties agree that in event Client provides Avenu with a purchase order, or any other document, containing terms or conditions that are in addition to, or in conflict with, the terms and conditions contained in this agreement, such additional and/or conflicting terms shall be deemed null and void.

Work being performed by Avenu throughout the project is earned as completed; therefore, in the event the Customer cancels this sales order without cause, the Customer shall equitably compensate Avenu for all services performed through the effective date of the cancellation.

Stop Work: Avenu is entitled to stop work on this Agreement when the funding or cost limit specified on page 1 is reached. Under no circumstances will Avenu be required to perform services or provide deliverables in the absence of available funding.

What is Probation?

Probation is one form of community supervision, which is an umbrella term that includes probation, supervised release, and pre-trial services. Many people use the term probation and community supervision interchangeably. Throughout this document, probation is used to refer to all parts of the community supervision system which are defined below.

Pre-Trial Supervision

Pretrial supervision is community supervision of person that has not yet been convicted of a crime. Agents ensure clients show up to court, comply with conditions of release, and connect them with voluntary services like substance use disorder and mental health treatment.

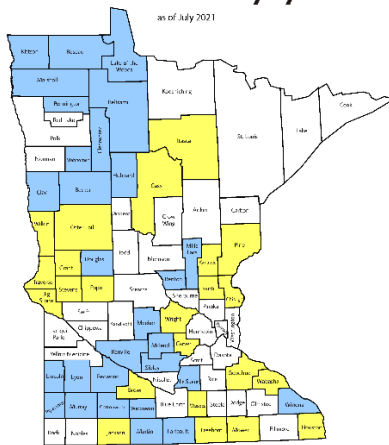
Supervised Release

Community supervision for those who committed felony offenses are released from prison on their court-ordered release date. In Minnesota, state law requires most people serve two-thirds of their sentence in prison and one-third in the community under supervision. Some people who require greater supervision are placed on intensive supervised release.

Probation

A community supervision sanction imposed on a person by the court as an alternative to or in conjunction with confinement or intermediate sanctions. They may be convicted of felony, gross misdemeanor, or misdemeanor offenses

Correctional Delivery Systems



There are three probation delivery systems in Minnesota that use a combination of state and county provided services. **Counties provide about 80% of the probation and supervised release services in the state and the Department of Corrections (DOC) provides the other 20%.**

DOC

State Corrections Department provides all supervision services.

DOC/CPO

State Corrections Department provides services for adult felons; county provides services for juveniles/adult non-felons.

CCA

Community Corrections Act provides all supervision services.

How is Probation Funded in Minnesota?

Every probation delivery system has its own method of funding.

- The DOC receives a direct agency appropriation from the Legislature and is included in the Governor's budget request to the Legislature. The Legislative funding is the main source of funding for the DOC. For DOC contract counties, the DOC provides all supervision services and bills the county for juvenile and adult non-felony cases. The county is eligible for a 50% reimbursement of costs just like the CPO Counties described in the next paragraph.
- CPO counties provide and pay for probation services for juveniles and adult non-felons, which is reimbursable up to 50% from the DOC. If the Legislature does not appropriate enough money to the DOC to reimburse the entire 50% of costs, the DOC pro-rates the reimbursements. CPO counties have not received the complete reimbursement amount since the 1990's.
- CCA counties receive a subsidy from the Legislature after it passes through the DOC budget. The subsidy is distributed to the CCA counties through a complicated formula considering population, case filings, criminal defendants that are not sent to prison, and adjusted net tax capacity. In most counties, the state subsidy does not cover more than 1/3 of costs for probation that is provided by the county on behalf of the DOC – well below the intended 50% cost-share by the state.

The Problem – Confusion and Underfunding

The three different funding mechanisms used to fund Minnesota's probation systems are not only difficult to understand but also create inequalities in service and outcomes. Every year, the three delivery systems approach the Legislature separately for funding to provide an essential public safety service. Counties are at a disadvantage because they are not at the table as a state agency therefore, they must rely on the DOC to include county funding in the governor's proposed budget. If that does not happen, counties must bring an independent bill to ask for funding. When choosing between the state budget and county subsidies and reimbursements, legislators often cut the county funding proposals, which means that counties – who deliver more than 80% of the State's probation services – are consistently underfunded. Even when the DOC field services budget gets an increase, it has not been enough to hire additional field agents.

Minnesota is last in the nation when it comes to general fund spending on corrections. The impact is felt severely by smaller counties with fewer resources. Without proper resources, probation staff cannot do their job effectively which impacts public safety in every county regardless of delivery system.

The Solution – More Funding and a New Formula Created by Counties

AMC has gone to the Legislature year after year for funding to support better outcomes but has been unsuccessful in obtaining any meaningful changes. Until the outdated formula and funding structure are amended, counties will be required to make up the difference between what the state provides and what public safety necessitates through increased property tax levies. Counties have the solution and are unified in their proposal to fix the probation funding formula.

The AMC Community Supervision Workgroup is creating a better probation funding formula to apply one method of funding for all counties. All three probation delivery systems are retained in this proposal, preserving county choice. The simplified formula will be based on data from a workload study that is currently underway and will be used to calculate the actual cost for probation. The workload study is tracking the work of agents throughout the state to determine how many staff are required to provide evidence-based practices throughout the state. Once the required staffing is determined, the Workgroup determine the daily cost of probation for each case which will be the basis for legislative appropriations. This will ensure that counties are part of the same funding stream as the DOC, so the entire system is funded as part of the state budget. **There will be a substantial appropriation request in addition to the proposed formula to ensure that all counties can maintain a base level of probation** and evidence-based practices that are proven to reduce the rate of reoffense.

The Resolution

AMC is asking for the support of all 87 counties to support the efforts of the Community Supervision Workgroup to create a more effective probation system in Minnesota. A resolution by all 87 counties is a message to legislators that they can no longer ignore this critical aspect of Minnesota's public safety system and must do their job in 2023 by passing a new formula and accompanying funding.

If you have questions or would like more information, please contact Carli Stark, AMC Public Safety Policy Analyst and MACCAC Director, at 651-789-4335 or cstark@mncounties.org.

December 2022

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS Preston, Minnesota 55965

Date 12/13/2022 Resolution No. 2022-

Motion by _____
Commissioner _____ Second by Commissioner _____

Endorsing the efforts of the Community Supervision Work Group and urging the legislature to pass a new funding formula and significant appropriation during the 2023 legislative session.

WHEREAS, community supervision is a fundamental part of the criminal justice system in Minnesota and funding sufficient to ensure effective services is vital to public safety in all communities across the state; and

WHEREAS, community supervision includes services such as probation, supervised release, and intensive supervised release; and

WHEREAS, Minnesota's counties provide essential community supervision services both as mandated by M.S. Chapter 244.19 and also as delegated by the Department of Corrections under M.S. Chapter 401; and

WHEREAS, when the Legislature decided that community supervision was best delivered through a state-county partnership, it stated a clear intent that the state would provide significant funding to the counties for the operation of local programs; and

WHEREAS, over the past 20 years, Minnesota has become the state with the lowest level of corrections funding in the nation because the Legislature has not upheld its promise to provide adequate state resources to support community supervision; and

WHEREAS, the Legislature's failure to adequately fund community supervision has increased local property taxes on residents and businesses; and,

WHEREAS, a revised community supervision funding formula is necessary to ensure that all communities in Minnesota have enough state funding to provide a consistent standard for effective, evidence-based community supervision services, regardless of local capacity to pay; and

WHEREAS, the Association of Minnesota Counties assembled the Community Supervision Work Group including county leaders and experts in community supervision from all three supervision delivery systems to study the needs of community supervision departments statewide and develop a single funding formula that is transparent, needs based, and equitable among county and state supervision providers; and,

WHEREAS, the Community Supervision Workgroup has taken up its charge to convene stakeholders across the three probation delivery systems to oversee a study to create a unified recommendation for an equitable and adequate funding formula and appropriation; and,

WHEREAS, the Board of Directors of the Association of Minnesota Counties that represents the diverse interests of Minnesota's 87 counties, voted to support a new funding formula that provides counties with the resources needed to keep communities safe; now, therefore,

BE IT RESOLVED, the _____ County Board of Commissioners endorses the efforts of the Community Supervision Work Group and urges the Legislature to pass a new funding formula and significant appropriation during the 2023 legislative session.

VOTING AYE

Commissioners

Dahl ☐Lentz ☐Hindt ☐Bakke ☐Prestby ☐**VOTING NAY**

Commissioners

Dahl ☐Lentz ☐Hindt ☐Bakke ☐Prestby ☐

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 13th day of December 2022.

Witness my hand and official seal at Preston, Minnesota the 13th day of December 2022.

SEAL

Bobbie Hillery, Administrator/Clerk
Fillmore County Board of Commissioners



210 FILLMORE ST W

PO BOX 657

PRESTON, MN 55965

P: 507-765-2153 F: 507-765-2794

November 23, 2022

Fillmore County Admin/Board

Subject: 2023 Ambulance Subsidy Contract

Similar to our request for the 2022 Ambulance subsidy, Preston EMS is again requesting to receive the 2023 Ambulance Subsidies for both our locations, Preston and Lanesboro.

Ambulance services play a vital role for access to rural healthcare throughout our communities, especially in rural communities like those in Fillmore County. Over the years, we have been focused on the sustainability of these services and unfortunately EMS is experiencing a transition to continue Pre-Hospital care for all rural communities.

In 2021, Preston EMS took over ownership of Lanesboro ambulance, however we continue to maintain an Ambulance and Crew in both locations, Preston and Lanesboro.

Funding these services is an obstacle each year as insurance reimbursements do not cover general operating expenses and deficits are offset by per capita fees and the County subsidy.

Due to the operations of both ambulances being under the ownership of the City of Preston, we are requesting your consideration of the Ambulance Subsidies Contract for each location, provided to Preston EMS. Preston EMS plans to maintain ambulances in both communities as long as we have staffing and funding to do so.

Thank you for reviewing the subsidy contract, we would be happy to attend a Board meeting if there are additional questions.

Deb Ristau

Preston EMS Director

Ryan Throckmorton

City of Preston Administrator

Michele Peterson

City of Lanesboro Administrator