



Jeffrey Babinski
County Administrator

HOUSTON COUNTY

304 South Marshall Street
Caledonia, MN 55921
TEL (507) 725-5827

Commissioners:
District 1
Jack Miller
District 2
Eric Johnson (Chair)
District 3
Robert Burns (Vice-Chair)
District 4
Teresa Walter
District 5
Vacant

HOUSTON COUNTY BOARD OF COMMISSIONERS BOARD MEETING AGENDA

9:30, April 14, 2020, County Board Room, Historic Courthouse

*******The meeting will be accessible to public participants via our conference call line at 312-626-6799 and entering meeting ID: 999 372 197 and password 022878. Public attendees are requested to mute their line until addressed.*******

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE PREVIOUS MINUTES

- March 24 - Board Meeting
- March 31 – Workgroup Session
- April 7 – Workgroup Session

PUBLIC COMMENT

CONSENT AGENDA

(Routine business items enacted by one unanimous motion. Commissioners may request moving items on the consent agenda to the Action Item list if they desire discussion before taking action.)

- 1) Approve Claims, Human Service & License Center disbursements.
- 2) Approve Resolution 20-23 State Boat and Water Safety Grant
- 3) Approve contract with Tellurian UCAN Inc. for adult mental health crisis stabilization services.
- 4) Approve contract with Workforce Development Inc. for MFIP/DWP support.
- 5) Approve contact with Judy Storlie for guardianship services.
- 6) INFO only: DNR Land Acquisition – Lyle Pohlman.
- 7) Approve MDA-requested memo for Gypsy Moth spraying.
- 8) Affirm the following personnel actions:
 - i. Public Health and Human Services
 1. Hire Tamara Shelton, as a probationary Agency Social Worker - Forensic, C41, Step 3, effective May 1, 2020, conditioned upon successful completion of background check.

2. Accept the resignation of Tessa Diepenbrock, Agency Social Worker, CMH, effective the end of the work day April 14, 2020, and thank her for her service to the residents of Houston County.
3. Approve a search for an Agency Social Worker for CMH (position vacated by Tessa Diepenbrock). **Recruitment will be delayed until lift of social distancing requirements

ACTION ITEMS

- 1) Consider tabled action to Reassign Susan Tostenson to the position of probationary Accounting Clerk, B23, Step 1, effective April 27, 2020.
- 2) Consider tabled action to approve a search for a Public Health Case Aide, B22 (position vacated by Susan Tostenson for reassignment to Accounting Clerk position).
- 3) Consider approval of Houston County – Collaborative Design Group, Inc. professional services agreement for Historic Jail Construction Planning. (Arrick-Kruger)
- 4) Consider acceptance of the low bid quotes from Bruening Rock and Milestone Materials for CP 2020-01 for delivery of stockpiled aggregate for various highway projects. (Pogodzinski)
- 5) Consider acceptance of all bid quotes for stockpiled aggregate quotes under CP 2020-02 for use in regular maintenance or emergency situations. (Pogodzinski)
- 6) Consider acceptance of all bid quotes for equipment rental prices under CP 2020-03 for use in regular maintenance or emergency situations. (Pogodzinski)
- 7) Consider acceptance of the low bid quote for CP 2020-06 for Otta Seal Surfacing on CSAH 24. (Pogodzinski)
- 8) Consider acceptance of low bids for annual liquid chlorine purchase for use by County, Townships and Cities from Bluff Country Brine. (Pogodzinski)
- 9) Consider approval Resolution 20-24, Final acceptance of Contract 291 with Mathy Construction. (Pogodzinski)

DISCUSSION ITEMS

- 1) Administrator Updates
- 2) Commissioner Reports & Comments

CLOSING PUBLIC COMMENT

ADJOURN

REMINDERS

**HOUSTON COUNTY
AGENDA REQUEST FORM
April 14, 2020**

Date Submitted: 04.09.2020

By: Tess Kruger, HRD/Facilities Mgr.

APPOINTMENT REQUEST

Facilities

- Consider the Houston County – COLLABORATIVE DesignGroup, inc. professional services agreement for Historic Jail Construction Planning. (Attached)

CONSENT (HR requests)

Public Health & Human Services

- Hire, Tamara Shelton as a probationary an Agency Social Worker – Forensic, C41, Step 3, conditioned upon successful completion of background check, effective 05/01/2020
- Reassign Susan Tostenson, to the position of probationary Accounting Clerk, B23, Step 1, effective 04/27/2020
- Approve a search for a Public Health Case Aide, B22. (Note, this position is held by Susan Tostenson who will be reassigned to the vacant Accounting Tech position). **Search to be delayed until social distancing recommendations have been lifted
- Accept the resignation of Tessa Diepenbrock, PHHS Agency Social Worker, CMH, effective the end of the work day April 14, 2020, and thank her for her service to the residents of Houston County
- Approve a competitive search for an Agency Social Worker for CMH. **Search to be delayed until social distancing recommendations have been lifted

<u>Reviewed by:</u>	<input checked="" type="checkbox"/> County Administrator	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning Administrator
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input checked="" type="checkbox"/> Environmental Services
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	<input type="checkbox"/> PHHS

Recommendation:

Decision:

Houston County Agenda Request Form

Date Submitted: March 27, 2020

BOARD DATE: April 14, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Project # SAP 028-596-001 / SAP 028-030-005 with Mathy Construction which provided paving for CSAH's 10, 20, 24, and CR 249 is complete and ready to be finalized.

Attachments/Documentation for the Board's Review:

Final Contract Voucher (5 need to be signed)

(1-County Claim, 1 Contractor, 1-Auditor's office, and 2-Highway Dept)

Justification:

Action Requested:

Resolution for Final Acceptance needed for contract.

For County Use Only			
Reviewed by:	<u> </u> County Auditor	<u> </u> County Attorney	<u> </u> Zoning Administrator
	<u> </u> Finance Director	<u> </u> County Engineer	<u> </u> Environmental Services
	<u> </u> IS Director	<u> </u> Other (indicate dept)	<u> </u>
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION



1124 East Washington St.

Caledonia, MN 55921

Project SAP 028-596-001 - SAP 028-596-001 / SAP 028-030-005 Paving

Final Payment No. 6

Contractor:	Mathy Construction 920 10th Ave. N. Onalaska, WI 54650
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Contract No.	291
Vendor No.	12811
For Period:	11/5/2019 - 3/4/2020
Warrant #	_____ Date _____

Contract Amounts

Original Contract	\$5,031,240.23
Contract Changes	(\$3,760.54)
Revised Contract	\$5,027,479.69

Work Certified To Date

Base Bid Items	\$4,999,201.81
Backsheet	(\$3,760.54)
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$4,995,441.27

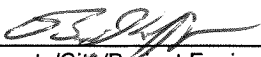
Funds Encumbered

Original	\$5,031,240.23
Additional	N/A
Total	\$5,031,240.23

	Work Certified This Payment	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Payment	Total Amount Paid To Date
SAP 028-596-001	\$0.00	\$4,995,441.27	\$0.00	\$4,945,486.86	\$49,954.41	\$4,995,441.27
Percent Retained: 0.0000%						
Amount Paid This Final Payment					\$49,954.41	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By


County/City/Project Engineer

3/30/2020
Date

Approved By Mathy Construction


Contractor

03/11/2020
Date

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.
Caledonia, MN 55921
Project No. SAP 028-596-001
Final Payment No. 6

Houston County DOT
Certificate of Final Contract Acceptance

Low S.P. No.: SAP 028-596-001

Final Voucher No.: 6

Contract No.: 291

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of Minnesota as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 3/30/2020 Signature [Signature] County/City/Project
Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$4,995,441.27 and agrees to the amount of \$49,954.41 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor Mathy Construction

By Andy MarinelliAnd Dana Fredrickson

And _____

State of Minnesota, Houston County DOT

On This 11th Day March, 2020, Before me appeared _____ To me
known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as
_____ free to act and deed

(Corporate Acknowledgment)

Andy Marinelli And Dana Fredrickson to me personally known, who, being each
by me duly sworn

each did say that they are respectively the Vice President and Vice President of the

Mathy Construction Company Corporation named in the foregoing instrument, and that the seal affixed to said instrument
is the

Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority
of its

Board of Directors and said Vice President and
Vice President

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial

My Commission as Notary Public in LaCrosse County

Seal

Expires 11/4/2022 Signature [Signature]

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.
Caledonia, MN 55921
Project No. SAP 028-596-001
Final Payment No. 6

**Houston County DOT
Certificate of Final Acceptance
County Board Acknowledgment**

Contract Number: 291
Contractor: 12811 - Mathy Construction
Date Certified: 3/4/2020
Payment Number: 6

Whereas; Contract No. 291 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the Houston County DOT and authorize final payment as specified herein.

Houston County DOT
State of Minnesota

I, _____, County _____ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20____

At _____, Minnesota

Signed By _____
County _____

(SEAL)

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. SAP 028-596-001

Final Payment No. 6

SAP 028-596-001 Payment Summary

No.	From Date	To Date	Work Certified Per Payment	Amount Retained Per Payment	Amount Paid Per Payment
1	02/04/2019	06/12/2019	\$354,542.88	\$17,727.14	\$336,815.74
2	06/13/2019	07/11/2019	\$2,178,185.32	\$108,909.27	\$2,069,276.05
3	07/12/2019	08/14/2019	\$1,926,707.79	\$96,335.39	\$1,830,372.40
4	08/15/2019	09/05/2019	\$536,005.28	\$26,800.26	\$509,205.02
5	09/06/2019	11/04/2019	\$0.00	(\$199,817.65)	\$199,817.65
6	11/05/2019	03/04/2020	\$0.00	(\$49,954.41)	\$49,954.41

Totals: \$4,995,441.27 \$0.00 \$4,995,441.27

SAP 028-596-001 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Payment	Total Amount Paid To Date
001	2,629,151.56	0.00	2,602,860.04	26,291.52	2,629,151.56
002	96,714.51	0.00	95,747.36	967.15	96,714.51
003	1,950,960.37	0.00	1,931,450.77	19,509.60	1,950,960.37
004	318,614.83	0.00	315,428.68	3,186.15	318,614.83

Totals: \$4,995,441.26 \$0.00 \$4,945,486.84 \$49,954.42 \$4,995,441.26

SAP 028-596-001 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Payment	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
315	Regular (CSAH)	19,509.60	1,968,394.97	1,971,425.43	1,950,960.37
316	Regular (CSAH)	3,186.15	327,047.50	327,047.50	318,614.83
329	County Levy	26,291.52	2,637,305.68	2,637,935.92	2,629,151.56
330	Regular (CSAH)	967.15	94,731.54	94,831.38	96,714.51

Totals: \$49,954.42 \$5,027,479.69 \$5,031,240.23 \$4,995,441.26

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. SAP 028-596-001

Final Payment No. 6

SAP 028-596-001 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
CP 2019-01									
2	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$2.00	153	0	\$0.00	199.5	\$399.00
5	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$8.75	250	0	\$0.00	130	\$1,137.50
6	2105.507	SUBGRADE EXCAVATION	C Y	\$10.90	200	0	\$0.00	36	\$392.40
7	2112.619	SHOULDER PREPARATION	RDST	\$10.23	419	0	\$0.00	419	\$4,286.37
8	2211.509	AGGREGATE BASE CLASS 5	TON	\$30.25	400	0	\$0.00	72	\$2,178.00
9	2215.504	FULL DEPTH RECLAMATION (P)	S Y	\$1.40	113929	0	\$0.00	113929	\$159,500.60
10	2221.509	SHOULDER BASE AGGREGATE CLASS 2	TON	\$19.36	5241	0	\$0.00	5836	\$112,984.96
11	2232.504	MILL BITUMINOUS SURFACE (4.0") (P)	S Y	\$2.41	15103	0	\$0.00	15103	\$36,398.23
12	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$4.22	10071	0	\$0.00	12953	\$54,661.66
13	2356.504	BITUMINOUS SEAL COAT	S Y	\$0.80	125889	0	\$0.00	129150	\$103,320.00
14	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$3.90	31472	0	\$0.00	29819	\$116,294.10
15	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;C)	TON	\$63.93	29902	0	\$0.00	30742	\$1,965,336.06
16	2360.609	BITUMINOUS PAVEMENT DENSITY INCENTIVE	TON	\$1.95	29200	0	\$0.00	9955.51	\$19,413.24
17	2399.623	PAVEMENT SMOOTHNESS INCENTIVE	RD SEG	\$270.00	150.5	0	\$0.00	79.2198	\$21,389.35
18	2506.502	ADJUST FRAME & RING CASTING	EACH	\$1,500.00	8	0	\$0.00	0	\$0.00
19	2540.602	MAIL BOX SUPPORT	EACH	\$150.00	29	0	\$0.00	29	\$4,350.00
20	2540.602	RELOCATE MAIL BOX SUPPORT	EACH	\$90.00	1	0	\$0.00	1	\$90.00
21	2563.601	TRAFFIC CONTROL	LS	\$8,500.00	0.97	0	\$0.00	0.97	\$8,245.00
22	2575.501	TURF ESTABLISHMENT	LS	\$7,500.00	0.65	0	\$0.00	0.65	\$4,875.00
24	2582.503	4" SOLID LINE PAINT	L F	\$0.07	7069	0	\$0.00	7133	\$499.31
		6" SOLID LINE							

1124 East Washington St.
Caledonia, MN 55921
Project No. SAP 028-596-001
Final Payment No. 6

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HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. SAP 028-596-001

Final Payment No. 6

SAP 028-596-001 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
62	2582.503	4" SOLID LINE PAINT	L F	\$0.07	13702	0	\$0.00	11695	\$818.65
61	2582.503	6" SOLID LINE PAINT	L F	\$0.10	61103	0	\$0.00	60386	\$6,038.60
63	2582.503	4" BROKEN LINE PAINT	L F	\$0.07	4188	0	\$0.00	3650	\$255.50
64	2582.503	4" DBLE SOLID LINE PAINT	L F	\$0.14	9611	0	\$0.00	12316	\$1,724.24
Totals For Section SAP 028-610-022:							\$0.00		\$1,953,990.83
SAP 028-620-015									
4	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$2.00	82	0	\$0.00	90.5	\$181.00
65	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$8.75	125	0	\$0.00	62	\$542.50
66	2105.507	SUBGRADE EXCAVATION	C Y	\$10.90	100	0	\$0.00	0	\$0.00
67	2112.619	SHOULDER PREPARATION	RDST	\$10.23	52	0	\$0.00	52	\$531.96
68	2211.509	AGGREGATE BASE CLASS 5	TON	\$30.25	200	0	\$0.00	0	\$0.00
69	2215.504	FULL DEPTH RECLAMATION (P)	S Y	\$1.40	13913	0	\$0.00	13913	\$19,478.20
70	2221.509	SHOULDER BASE AGGREGATE CLASS 2	TON	\$19.36	684	0	\$0.00	708	\$13,706.88
71	2232.602	MILLED RUMBLE STRIPS	EACH	\$1,000.00	10	0	\$0.00	10	\$10,000.00
72	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$4.22	1220	0	\$0.00	1468	\$6,194.96
73	2356.504	BITUMINOUS SEAL COAT	S Y	\$0.80	15249	0	\$0.00	15249	\$12,199.20
74	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$3.90	3812	0	\$0.00	3744	\$14,601.60
75	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;C)	TON	\$63.19	3602	0	\$0.00	3628	\$229,253.32
76	2360.609	BITUMINOUS PAVEMENT DENSITY INCENTIVE	TON	\$1.95	3521	0	\$0.00	2875.45	\$5,607.13
77	2399.623	PAVEMENT SMOOTHNESS INCENTIVE	RD SEG	\$270.00	18.7	0	\$0.00	10.436	\$2,817.72
78	2540.602	MAIL BOX SUPPORT	EACH	\$150.00	4	0	\$0.00	3	\$450.00
79	2563.601	TRAFFIC CONTROL	LS	\$7,500.00	0.17	0	\$0.00	0.17	\$1,275.00

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. SAP 028-596-001

Final Payment No. 6

SAP 028-596-001 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
80	2582.503	6" SOLID LINE PAINT	L F	\$0.10	10486	0	\$0.00	10419	\$1,041.90
81	2582.503	4" DBLE SOLID LINE PAINT	L F	\$0.14	5243	0	\$0.00	5239	\$733.46
Totals For Section SAP 028-620-015:							\$0.00		\$318,614.83
SAP 028-624-005									
1	2104.503	REMOVE GUARDRAIL-PLATE BEAM	L F	\$8.00	153	0	\$0.00	153	\$1,224.00
27	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$8.75	60	0	\$0.00	0	\$0.00
28	2105.507	SUBGRADE EXCAVATION	C Y	\$10.90	50	0	\$0.00	0	\$0.00
29	2112.619	SHOULDER PREPARATION	RDST	\$10.23	7	0	\$0.00	7	\$71.61
30	2211.509	AGGREGATE BASE CLASS 5	TON	\$30.25	100	0	\$0.00	0	\$0.00
31	2221.509	SHOULDER BASE AGGREGATE CLASS 2	TON	\$19.36	111	0	\$0.00	329	\$6,369.44
32	2232.504	MILL BITUMINOUS SURFACE (4.0") (P)	S Y	\$2.41	3525	0	\$0.00	3525	\$8,495.25
33	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$4.22	240	0	\$0.00	273	\$1,152.06
34	2356.504	BITUMINOUS SEAL COAT	S Y	\$0.80	3000	0	\$0.00	3120	\$2,496.00
35	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$3.90	750	0	\$0.00	698	\$2,722.20
36	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;C)	TON	\$63.93	837	0	\$0.00	981	\$62,715.33
37	2360.609	BITUMINOUS PAVEMENT DENSITY INCENTIVE	TON	\$1.95	707	0	\$0.00	0	\$0.00
38	2506.502	ADJUST FRAME & RING CASTING	EACH	\$1,500.00	4	0	\$0.00	0	\$0.00
39	2540.602	MAIL BOX SUPPORT	EACH	\$150.00	1	0	\$0.00	1	\$150.00
40	2554.502	END TREATMENT-TANGENT TERMINAL	EACH	\$3,200.00	2	0	\$0.00	2	\$6,400.00
41	2554.503	TRAFFIC BARRIER DESIGN B8338	L F	\$40.00	50	0	\$0.00	50	\$2,000.00
42	2563.601	TRAFFIC CONTROL	LS	\$8,500.00	0.03	0	\$0.00	0.03	\$255.00
43	2575.501	TURF ESTABLISHMENT	LS	\$7,500.00	0.35	0	\$0.00	0.35	\$2,625.00

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.

Caledonia, MN 55921

Project No. SAP 028-596-001

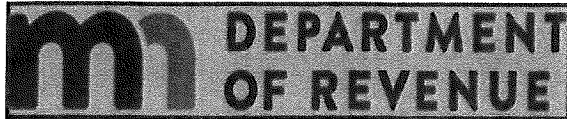
Final Payment No. 6

SAP 028-596-001 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
44	2582.503	4" DBLE SOLID LINE PAINT	L F	\$0.14	1005	0	\$0.00	989	\$138.46
Totals For Section SAP 028-624-005:							\$0.00		\$96,814.35
Backsheet 1 - Seal Coat Gradation Failure									
82	9035	SEAL COAT AGGREGATE DISINCENTIVE	SQ YD	(\$0.032)	117517	0	\$0.00	117517	(\$3,760.54)
Totals For Backsheet 1 - Seal Coat Gradation Failure:							\$0.00		(\$3,760.54)
Project Totals:							\$0.00		\$4,995,441.27

SAP 028-596-001 Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
BK1	Backsheet	8/28/2019	MnDOT Standard Specification "(2356.5A) Basis of Payment" provides for reduced payment of seal coat aggregate gradation test results. The QA gradation results of the seal coat aggregate indicates that the Contractor achieved a 4% pay reduction for results outside the requirements of percent passing the #200 sieve for material placed on 8/15/19 and 8/19/19. CP 2019-01 19,695 SY @ -\$0.032 = (\$630.24) SAP 028-624-005 3,120 SY @ -\$0.032 = (\$99.84) SAP 028-610-022 94,702 SY @ -\$0.032 = (\$3,030.46) Test Result Summaries are located in the Engineer's Project File.	(\$3,760.54)	(\$3,760.54)
Contract Change Totals:				(\$3,760.54)	(\$3,760.54)



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 2-063-672-864
Submitted Date and Time: 24-Mar-2020 2:31:18 PM
Legal Name: MATHY CONSTRUCTION CO
Federal Employer ID: 39-0752519
User Who Submitted: sallielC134
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1693425664

Minnesota ID: 8749839
Project Owner: HOUSTON COUNTY
Project Number: SAP 028-596-001/028-030-005
Project Begin Date: 03-May-2019
Project End Date: 30-Sep-2019
Project Location: HOUSTON COUNTY
Project Amount: \$5,031,240.23

Subcontractor Summary

Name	ID	Affidavit Number
BRUENING ROCK PRODUCTS INC	6488964	1308221440
FAHRNER ASPHALT SEALERS LLC	8753003	1755226112
ALVERO LLC	3051898	1978261504
THE KRAEMER COMPANY LLC	2931173	1442439168
MATTISON CONTRACTORS INC	5855373	77504512
MID STATE RECLAMATION INC	1719563	1013768192
SIR LINES-A-LOT INC	3509324	977985536
SURFACE PREPARATION TECHNOLOGIES LLC	6468352	1131094016
TRAFFIC CONTROL TECHS LLC	2629107	1961828352
WARNING LITES OF MINNESOTA INC	3086922	1541136384
MAVEN CONSTRUCTION LLC	2636411	824549376

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-940-558-880
Submitted Date and Time: 31-Oct-2019 4:15:39 PM
Legal Name: BRUENING ROCK PRODUCTS INC
Federal Employer ID: 42-0832195
User Who Submitted: Bruening Rock
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1306221440
Minnesota ID: 6488964
Project Owner: HOUSTON COUNTY
Project Number: SAP 028-588-001
Project Begin Date: 25-Jun-2019
Project End Date: 05-Aug-2019
Project Location: HOUSTON COUNTY
Project Amount: \$133,251.89
Subcontractors: No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-501-306-400
Submitted Date and Time: 31-Oct-2019 12:06:39 PM
Legal Name: FAHRNER ASPHALT SEALERS LLC
Federal Employer ID: 11-3804531
User Who Submitted: 8753003
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1755226112
Minnesota ID: 8753003
Project Owner: HOUSTON COUNTY
Project Number: 028-596-001
Project Begin Date: 14-Aug-2019
Project End Date: 22-Aug-2019
Project Location: CSAH 24, 10 & 20 HOUSTON COUNTY
Project Amount: \$504,855.41
Subcontractors: No Subcontractors

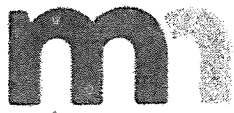
Important Messages

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DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-200-649-760
Submitted Date and Time:	21-Nov-2019 11:42:45 AM
Legal Name:	ALVERO LLC
Federal Employer ID:	46-2582481
User Who Submitted:	alvero
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1978261504
Minnesota ID:	3051898
Project Owner:	HOUSTON CO HWY DEPARTMENT
Project Number:	SAP 028-596-001
Project Begin Date:	25-Jul-2019
Project End Date:	26-Jul-2019
Project Location:	HOUSTON CO, CR 249, CSAH 24, 10 & 20
Project Amount:	\$8,048.70
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-367-381-024
Submitted Date and Time:	31-Oct-2019 1:39:43 PM
Legal Name:	THE KRAEMER COMPANY, LLC
Federal Employer ID:	39-1854587
User Who Submitted:	Kraemer1996
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1442439168
Minnesota ID:	2931173
Project Owner:	MINNESOTA DEPT OF TRANSPORTATION
Project Number:	028-596-001
Project Begin Date:	15-May-2019
Project End Date:	01-Jun-2019
Project Location:	CR249 CSAH 24
Project Amount:	\$82,955.90
Subcontractors:	No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-676-878-880
Submitted Date and Time: 1-Nov-2019 9:24:20 AM
Legal Name: MATTISON CONTRACTORS INC
Federal Employer ID: 39-2028420
User Who Submitted: Mattison
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 77504512
Minnesota ID: 5855373
Project Owner: HOUSTON COUNTY
Project Number: 028-596-001
Project Begin Date: 29-May-2019
Project End Date: 03-Jul-2019
Project Location: HOUSTON COUNTY
Project Amount: \$28,349.00
Subcontractors: No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-829-680-160
Submitted Date and Time: 1-Nov-2019 8:13:09 AM
Legal Name: MID STATE RECLAMATION INC
Federal Employer ID: 39-1727526
User Who Submitted: brendapetsch
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1013768192
Minnesota ID: 1719563
Project Owner: HOUSTON COUNTY
Project Number: SAP 028-596-001 & SAP 028-030-005
Project Begin Date: 03-Jun-2019
Project End Date: 04-Jun-2019
Project Location: CR 249; CASH 24; CASH 10 & CASH 20
Project Amount: \$12,304.24
Subcontractors: No Subcontractors

Important Messages

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Contact Us

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-645-437-984
Submitted Date and Time: 1-Nov-2019 8:49:50 AM
Legal Name: SIR LINES-A-LOT INC
Federal Employer ID: 46-5427787
User Who Submitted: linesalot
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 977985536
Minnesota ID: 3509324
Project Owner: COUNTY OF HOUSTON
Project Number: SAP 028-596-001
Project Begin Date: 01-Aug-2019
Project End Date: 30-Aug-2019
Project Location: CR 249 CSAH 24 CSAH 10 AND 20 IN HOUSTON CTY
Project Amount: \$25,281.14
Subcontractors: No Subcontractors

Important Messages

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Contact Us

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-931-540-000
Submitted Date and Time: 20-Nov-2019 10:50:58 AM
Legal Name: SURFACE PREPARATION TECHNOLOGIES LLC
Federal Employer ID: 25-1584843
User Who Submitted: SPTrumblestrips
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1131094016
Minnesota ID: 6468352
Project Owner: MN DOT
Project Number: SAP 0028-596-001
Project Begin Date: 01-Aug-2019
Project End Date: 31-Aug-2019
Project Location: FULL LANE; HOUSTON COUNTY
Project Amount: \$15,000.00
Subcontractors: No Subcontractors

Important Messages

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Contact Us

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-414-183-456
Submitted Date and Time: 9-Mar-2020 9:13:06 PM
Legal Name: TRAFFIC CONTROL TECHS LLC
Federal Employer ID: 37-1666543
User Who Submitted: 64TCTLLC
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1961828352
Minnesota ID: 2629107
Project Owner: HOUSTON COUNTY HIGHWAY SHOP
Project Number: SAP 028-596-001/028-030-005
Project Begin Date: 01-Jun-2019
Project End Date: 31-Jul-2019
Project Location: HOUSTON COUNTY ROADS 249, 24, 10, 20
Project Amount: \$21,051.50
Subcontractors: No Subcontractors

Important Messages

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Contact Us

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-045-771-296
Submitted Date and Time:	31-Oct-2019 10:42:22 AM
Legal Name:	WARNING LITES OF MINNESOTA INC
Federal Employer ID:	36-4762529
User Who Submitted:	jjjewels
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1541136384
Minnesota ID:	3086922
Project Owner:	HOUSTON COUNTY
Project Number:	SAP 028-596-001
Project Begin Date:	03-May-2019
Project End Date:	30-Sep-2019
Project Location:	CR 249/CSAH 10
Project Amount:	\$16,000.00
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-823-254-048
Submitted Date and Time: 24-Mar-2020 12:48:49 PM
Legal Name: MAVEN CONSTRUCTION LLC
Federal Employer ID: 45-5638721
User Who Submitted: dayus651
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 824549376
Minnesota ID: 2636411
Project Owner: HOUSTON COUNTY HIGHWAY DEPARTMENT
Project Number: 5792791-19
Project Begin Date: 03-Jun-2019
Project End Date: 08-Aug-2019
Project Location: SHELDON TOWNSHIP
Project Amount: \$40,293.75
Subcontractors: No Subcontractors

Important Messages

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Contact Us

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RESOLUTION NO. 20-24

**FINAL ACCEPTANCE OF CONTRACT #291
MATHY CONSTRUCTION**

April 14, 2020

WHEREAS, Contract No. 291 has in all things been completed, and the County Board being fully advised in the premises;

THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners, accepts said completed project for and on behalf of the Houston County DOT and authorize final payment.

CERTIFICATION**

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Jeff Babinski, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated April 14, 2020.

WITNESS my hand and the seal of my office this 14th day of April 2020.

RESOLUTION NO. 20-23

**AUTHORIZATION TO EXECUTE THE MINNESOTA DEPARTMENT OF NATURAL
RESOURCES 2020 BOAT AND WATER SAFETY GRANT**

April 14, 2020

BE IT RESOLVED that the Houston County Board of Commissioners accepts the State of Minnesota 2020 “Annual County Boat and Water Safety Grant Agreement;” and

BE IT FURTHER RESOLVED that the County Board Chairperson, County A Administrator and Sheriff are authorized to execute the Contract and any amendments on behalf of the County of Houston.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Jeff Babinski, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated April 14, 2020.

WITNESS my hand and the seal of my office this 14th day of April 2020.

DEPARTMENT OF NATURAL RESOURCES

2020 STATE OF MINNESOTA FEDERAL SUPPLEMENTAL BOATING SAFETY PATROL GRANT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract #: 173511

PO #: 3-147596

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2020	Source Type REIMB	Vendor Number 0000197295-001
Total Amount \$5,000	Project ID R29G70CGFFY18	Billing Location R297000221	DUNS 071764690	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date May 8, 2020	Grant End Date September 7, 2020
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Grantee Name and Address:

Houston County Sheriff's Office
306 S. Marshall St.
Caledonia, MN 55921

Payment Address:
(where DNR sends the check)

Houston Co. Treasurer
304 S. Marshall St. #111
Caledonia, MN 55921

**2020 STATE OF MINNESOTA
FEDERAL SUPPLEMENTAL BOATING SAFETY PATROL
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Houston County Sheriff's Office, 306 S. Marshall St., Caledonia, MN 55921 (DUNS 071764690) ("Grantee"). The payment address for this grant agreement is Houston Co. Treasurer, 304 S. Marshall St. #111, Caledonia, MN 55921.

Recitals

1. Under the U.S. Coast Guard, Department of Homeland Security (FAIN 3319FAS190127, Effective 10/01/18-01/28/22) – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (CFDA number 97.012) in U.S.C. 13101-13110 and Minnesota Statute § 84.085, Subdivision 1(c) the State is empowered to enter into this grant. This is a non-research grant agreement.
2. This grant will be used to cover the cost of additional boating safety patrol of lakes and rivers in the county.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** May 8, 2020 or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, Subdivision 5, whichever is later. Reimbursements will only be made for expenditures made according to the terms of this grant agreement.
- 1.2 **Expiration date:** September 7, 2020. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will provide additional boating safety patrol hours during high watercraft use periods through the payment of overtime or the addition of enforcement personnel. The Grantee will submit to the State a written plan to carry out the provisions of this grant. Provisions of Chapter 86B, the provisions of Chapter 169A pertaining to motorboats and the Boat and Water Safety Rules, hereinafter referred to as the "Minn. Rules" will be enforced. Refer to Exhibit "A" which is attached and incorporated into this agreement for more information on allowable expenses. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee is bound to financial and performance requirements as noted in this grant agreement and Exhibit A which is attached and incorporated into this grant agreement.

3 Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Five thousand dollars (\$5,000).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Five thousand dollars (\$5,000).

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices may be submitted at the end of the grant period or as often as monthly. Each invoice shall be accompanied by log sheets or activity sheets as described in Exhibit A. The final invoice and required narrative report must be submitted to the State not later than October 7, 2020, unless an extension is granted in writing from the State.
- (b) **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (CFDA number 97.012) in U.S.C. 13101-13110. Exhibit "B" is attached and incorporated into this grant agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:
- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
 - (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
 - (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Rodmen Smith, Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5361, rodmen.smith@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Mark Inglett, Houston County Sheriff's Office, 306 S. Marshall St., Caledonia, MN 55921, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

Audits (State and Single)

Under Minn. Stat. §16B.98, subd. 8 and 2 CFR 200.331, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

Government Data Practices and Intellectual Property

10.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

Workers' Compensation

The Grantee certifies that it is in compliance with Minnesota Statute § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

Termination

14.1 Termination by the State. The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Minnesota Legislature
- b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

Data Disclosure

Under Minnesota Statute § 270C.65, Subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could

result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 American Disabilities Act

The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

17 Invasive Species Prevention

WORK SITES WITH KNOWN AQUATIC INVASIVE SPECIES INFESTATIONS

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Operational Order 113 is incorporated into this grant agreement by reference and may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf. Duties are listed in Op Order 113 under Sections II and III (p. 5-8).

The grantee shall be responsible for becoming familiar with the location of any known infestations of aquatic pests. The DNR Infested Waters list is found at <https://www.dnr.state.mn.us/invasives/ais/infested.html>. The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

The grantee shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for (ex. zebra mussels) invasive species prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated. The grantee shall use the following inspection and removal procedures for decontamination prior to entering and when leaving the water body:

- a. Prior to leaving the waterbody, drain all water from equipment, boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments and any other areas where water may be trapped or contained. Immediately after leaving the water body, drain water from transom wells onto dry land.
- b. Inspect boat hulls, propellers, trailers and other surfaces, scrape off any attached mussels, remove any aquatic plant material (fragments, stems, leaves, or roots) and dispose of removed mussels and plants in a garbage can prior to transporting any equipment on public roads.
- c. Flush boats (inside and outside) and all other equipment with hot water of 105 - 110 degrees F for a period of 30 minutes or 140 degrees F for a period of 5 minutes; or, instead of flushing equipment, leave the equipment in a location so that it dries completely for a minimum of at least 5 consecutive full days. A car wash can be used for cleaning.
- d. If equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
- e. Before reuse, aquatic equipment used in invertebrate infested waters shall be dried, rinsed with hot water or power washed to remove invertebrates. Aquatic equipment used in pathogen infested water(s) shall be disinfected, according to Appendix A, immediately after exiting water.

18 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 18.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 18.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

19 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: 

Date: 3/4/20

SWIFT Contract # 173511

Purchase Order # 3-167596

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: Chairperson of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

1. DNR - OMBS
2. Grantee
3. State's Authorized Representative

**2020 FEDERAL BOATING ENFORCEMENT
SUPPLEMENTAL AGREEMENT
(CFDA #97.012)**

1. The purpose of this program is to provide supplementary funding to the County to provide for additional boating safety patrol hours during high-use periods through the payment of straight time, overtime, or the addition of enforcement personnel on a temporary basis. Other activities such as rental boat inspections, training, extended search and rescue operations, aids-to-navigation work, aquatic invasive species (AIS) enforcement or inspections, talks and displays **do not qualify** for reimbursement under this program. Incidental on-scene accident investigation, assistance to the public and immediate search and rescue operations by personnel assigned to this program are authorized.
2. The program shall begin on Friday, May 8, 2020 or the date the State obtains all required signatures, whichever is later, and end at midnight, Monday, September 7, 2020. Grant return deadline is Wednesday, **June 3, 2020** unless an extension is requested by the grantee in writing and the extension is approved in writing from the state.
3. Reimbursable hours and days of operation shall occur during the following days and hours:

The schedule of hours shall be left to the county. Scheduling, however, should be made to coincide with periods of activity or complaints and night patrols are encouraged. *If at all possible, schedules should be canceled or delayed if inclement weather is expected.*
4. Emphasis on this program shall be placed on the following violations:
 - Boating while intoxicated
 - Personal watercraft operation
 - Careless and reckless operation
 - Speed and wake violations
 - Use of navigation lights
 - Other boating equipment and registration violations
5. Allowable costs include overtime patrol hours, additional personnel salary and appropriate fringe benefits associated with patrol. No indirect costs will be paid by the state. Invoices may be submitted at the end of the grant period or as often as monthly. A copy of the daily logs of each deputy involved - showing hours on duty, water body patrolled, boats stopped, citations or warnings issued and other pertinent information on a daily basis must be submitted with the monthly reimbursement invoice. The deputy and his or her supervisor must sign each log sheet. Reimbursement requests must also include a summary of the times and hours worked and total costs for each deputy by date.

All other expenses, such as fuel, training, repairs, boats, meals etc. must be paid by the county (use of the regular 2020 state boat and water safety grant funds for these other expenses is an allowable cost). The county will be responsible for any unemployment or worker's compensation costs associated with the program.
6. Each participating county, with the last payment request, will submit a written review of the program. Final payment will not be made without this narrative, which shall include a summary of the county's activities, accomplishments and suggested changes for future funding.
7. **Deadline for the final invoice and narrative is Wednesday, October 7, 2020. Any invoice submitted after that date will not be reimbursed, unless an extension is requested by the grantee in writing and the extension is approved in writing from the State.**
8. Hours from this program will be excluded in determining the regular 2022 county grant allocation.
9. These funds are not designed to take the place of existing funding, but rather to supplement it. A copy of the 2020 county supplemental patrol work plan must be submitted to the State for approval before the grant may be processed.

2020 FEDERAL ASSURANCES NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations." *(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 – "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor – Single Audit Division, Suite 500, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section – Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*

Conflict of Interest Disclosure

Conflict of Interest:

A conflict of interest (actual, potential, or perceived) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily, create a conflict of interest, depending on the nature of the relationship between the two parties. A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest:

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist. A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee or potential grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy and throughout the term of our agreement we will monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date

(Check one of the two boxes below):

☐ I do not have any conflicts of interest relating to this project.

☐ I have an actual, potential, perceived, or organizational (*circle*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: _____

Date: _____

Grantee AR's Signature: _____

Organization Name: _____

Project Name: **2020 MN DNR Federal Boating Patrol Grant**

State AR's Printed Name: _____

Date: _____

State AR's Signature: _____

Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 4/10/2020

Person requesting appointment with County Board: John Pugleasa, Director Human Services

Will you be doing a power point or video presentation: _____ Yes _____ X NO

Issue:

Tellurian UCAN Inc. - Adult Mental Health crisis stabilization services

Attachments/Documentation for the Board's Review:

Two copies of each contract for review and signature

Justification:

Action Requested:

Approve and sign contract as presented

For County Use Only			
<u>Reviewed by:</u>	_____ County Auditor	_____ County Attorney	_____ Zoning/Environmental Service
	_____ Finance Director	_____ County Engineer	_____ HR/Personnel
	_____ IS Director	_____ Other (indicate dept)	_____
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

PURCHASE OF SERVICE AGREEMENT

This Agreement, made and entered into by and between Houston County Public Health and Human Services, 304 South Marshall Street, Caledonia, MN 55921, hereafter referred to as the "County", and **Tellurian UCAN, Inc. dba La Crosse CARE Center**, 4647 Mormon Coulee Road, La Crosse, WI 54601, hereafter referred to as the "Provider".

WHEREAS, the County determined the need for client specific Crisis Stabilization Services; and

WHEREAS, the County, pursuant to MN Statutes, section 373.01, 373.02, 245.465 and 256M.60, wishes to purchase such services from the Provider; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services;

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

1. TERM:

The term of this Agreement shall be for the period of January 1, 2020 through December 31, 2021.

2. SERVICES:

Crisis Stabilization Services provided to Houston County Public Health and Human Services referred clients at the La Crosse CARE Center.

3. PAYMENT:

The Provider shall be paid \$465.00 per day for calendar years 2020 and 2021. See Attachment A for details. To request payment, the Provider shall provide a monthly invoice and description of services to Public Health and Human Services Supervisor for approval. Houston County shall, within 35 days of the receipt of the invoice, make payment to the Provider of the monthly installment amount.

4. SAFE GUARD OF CLIENT INFORMATION:

- a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.
- b. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the County. The County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
- c. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Houston County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on

written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

- d. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (4) shall be Tim Blumentritt.
- e. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- f. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** the Houston County Public Health and Human Services Department (Houston 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 Houston County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

5. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, the Provider is an independent provider and not an employee of Houston County. No statement contained in this Agreement shall be construed so as to find the Provider an employee of Houston County and the Provider shall be entitled to none of the rights, privileges, or benefits of Houston County employees except as otherwise stated herein.

6. INDEMNIFICATION:

The Provider agrees it will defend, indemnify and hold harmless Houston County, its officers and employees against any and all liability, loss, costs, damages, and expenses which Houston County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

7. INSURANCE AND BONDING:

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
 - ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
 - ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.

- ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
- ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.

b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.

8. DEFAULT AND CANCELLATION:

If the Provider fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused, Houston County may, upon written notice, immediately cancel this Agreement in its entirety. This Agreement may be canceled with or without cause by either party upon 30 days written notice. It is also understood and agreed that in the event the funding to the County from State, Federal, or other sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.

9. STANDARDS:

The Provider shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted. The Provider shall have on file with Houston County any current licenses as required by the position. When licensing is required, the revocation of the license shall be cause for cancellation of the agreement.

10. AMENDMENTS

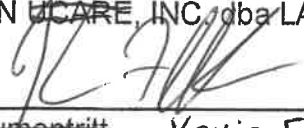
This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

Provider, having signed this contract, and the Houston County Board of Commissioners having duly approved this contract on 2/27/2020, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

TELLURIAN UCARE, INC. dba LA CROSSE CARE CENTER


BY: 
~~Tim Blumentritt~~ Kevin Florek
~~Program Director~~ President/CEO

DATED: 2/27/2020

HOUSTON COUNTY

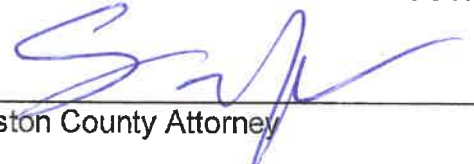
BY: _____
Chairperson
Houston County Board of Commissioners

DATED: _____

BY: 
Director
Houston County Public Health and Human Services

DATED: 1/23/20

APPROVED AS TO FORM AND EXECUTION:

BY: 
Houston County Attorney

DATED: 2/31/2020

Attachment A
2020-2021

AGENCY NAME: Tellurian UCAN, Inc.

CONTRACT TYPE: POS – Crisis Stabilization

INVOICES: Houston County Public Health and Human Services
304 South Marshall Street, Room #104
Caledonia, MN 55921

SERVICE DESCRIPTION	CODE	UNITS	RATE	TYPE	TOTAL
Crisis Stabilization	NA	Per Service Agreements	\$465.00	DAY	Per Service Agreements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	CONTACT NAME: Julie Zeller PHONE (A/C, No, Ext): 608-288-2819 E-MAIL ADDRESS: julie.zeller@m3ins.com FAX (A/C, No): 608-273-1725
INSURED Tellurian, Inc. Tellurian Care, LLC 5900 Monona Drive, Suite 300 Madison WI 53716	INSURER(S) AFFORDING COVERAGE INSURER A : West Bend Mutual Insurance INSURER B : SFM Companies INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 15350

COVERAGES**CERTIFICATE NUMBER:** 1765336539**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Physical Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		0452228	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		0452228	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	73531.104	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		0452228	4/1/2019	4/1/2020	Each Occurrence 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

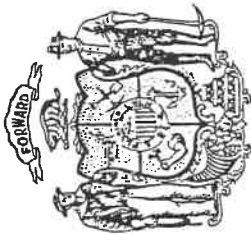
CERTIFICATE HOLDER**CANCELLATION**

Houston County Dept. of Human Services
304 S. Marshall Street, Room 104
Caledonia MN 55921

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State of Wisconsin

Department of Health Services
Division of Quality Assurance

COMMUNITY-BASED RESIDENTIAL FACILITY LICENSE

KEVIN FLOREK

5900 MONONA DR STE 300

MONONA, WI 53716

IS LICENSED TO OPERATE A FACILITY KNOWN AS

CARE CENTER

4647 MORMON COULEE RD

LACROSSE, WI 54601

MAXIMUM CAPACITY:

LICENSE NUMBER:

DATE ISSUED:

CLIENT GROUPS SERVED:

CLASSIFICATION:

10

0013220

05/18/2010

ALCOHOL/DRUG DEPENDENT

EMOTIONALLY DISTURBED/MENTAL ILLNESS

Class A semiambulatory (AS). A class A semiambulatory CBRF may serve only residents who are ambulatory or semiambulatory and are mentally and physically capable of responding to an electronic fire alarm and exiting the facility without any help or verbal or physical prompting.

O. Woods

Otis Woods, Administrator
Division of Quality Assurance

M.K. Rhoades

Kitty Rhoades, Secretary
Department of Health Services

THIS LICENSE IS EFFECTIVE UNLESS REVOKED, SUSPENDED OR VOLUNTARILY SURRENDERED AND IS NOT TRANSFERABLE OR ASSIGNABLE

POST IN A CONSPICUOUS PLACE ON PREMISES

Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 4/10/2020

Person requesting appointment with County Board: John Pugleasa, Director Human Services

Will you be doing a power point or video presentation: _____ Yes _____ X NO

Issue:

Review and approve MFIP/DWP contract with WDI (Workforce Development Inc.)

Attachments/Documentation for the Board's Review:

Two copies of contract for review and signature

Justification:

Action Requested:

Approve & sign contract as presented

For County Use Only			
<u>Reviewed by:</u>	_____ County Auditor	_____ County Attorney	_____ Zoning/Environmental Service
	_____ Finance Director	_____ County Engineer	_____ HR/Personnel
	_____ IS Director	_____ Other (indicate dept) _____	
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

PURCHASE OF SERVICE AGREEMENT

The Houston County Board of Commissioners, 304 Marshall Street, Caledonia, MN 55921 (Houston County), through its local social services agency, the Public Health and Human Services Department hereafter referred to as the "County", and **Workforce Development, Inc.**, 2070 College View Road East, Rochester, MN 55904, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2020 to December 31, 2020, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 25, Termination, paragraph a.

WITNESSETH

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

WHEREAS, the County and the Provider, according to Minnesota Statutes, Section 256.0112, subd. 6, understand and agree that this contract shall serve as a lead county contract for services purchased from financially responsible agencies of other counties; and

WHEREAS, funds have been made available to the County from the Minnesota Department of Human Services for the purpose of providing services authorized under Minnesota Statute 256J under Grant #CFDA 93.558, hereinafter referred to as the Minnesota Family Investment Program (MFIP), and for the purpose of providing services authorized under Minnesota Statute 256J.95 hereinafter referred to as the Diversionary Work Program (DWP); and

WHEREAS, the County is required to provide employment and training services in accordance with Minnesota Statutes 256J.50 and 256J.515-256J.74; and

WHEREAS, Houston County, pursuant to MN Statutes, section 373.01, 373.02, 245.465 and 256M.60, wishes to purchase such program services from the Provider; and

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

1. Purchase of Service:

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

Brass Code	SERVICE DESCRIPTION
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23700	MFIP/DWP Employment Services
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23700	Innovation Fund for Transportation for DWP/MFIP
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- b. Purchased Services will be provided at Provider's office, client's home or in the

community as appropriate.

2. Cost and Delivery of Purchased Services:

- a. Purchased Services will be paid monthly and in accordance with terms and conditions outlined in Attachment A. The total amount to be paid for such Purchased Services shall not exceed amount listed in Attachment A.
- b. The Provider certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients. The Provider further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.

3. Eligibility for Services:

- a. Service eligibility for MFIP/DWP will be determined according to eligibility guidelines established by program policy and per applicable DHS Bulletins.
- b. The Provider must notify the County or the County of Financial Responsibility and the client in writing whenever the Provider proposes to discharge or terminate service(s) to a client. The notice must be sent at least sixty (60) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s). The Provider must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
- c. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- d. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include preparation of a summary of findings, processes, and plans to be transmitted with the client.

4. Delivery of Care Services: (If Applicable)

Except as noted the Provider retains control over:

- a. Intake procedures and program requirements.
- b. The methods, times, means and personnel for providing Purchased Services to eligible clients.

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

5. Service Plan: (If Applicable)

- a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the service plan developed for the individual client in collaboration with the client's case manager.
- b. Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the service plan.
- c. The County may delegate the development of service plans to the Provider. If the responsibility is being delegated, the Provider must ensure development of the service plans.

6. Payment for Purchased Services:

a. Certification of Expenditures:

The Provider shall, within five (5) working days, following the receipt of the billing register, submit a standard invoice for Purchased Services to Houston County. The invoice shall show: (1) total program and administrative expenditures for the month broken down between MFIP and DWP; and/or (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of purchased services.

b. Payment for Purchased Services:

The County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete. It is understood and agreed that total payment under this contract shall not exceed the amount specified in Attachment A.

7. Standards and Licenses:

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

ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:

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

at all times when performing services under this Agreement.

- h. The Provider agrees to comply with the County Limited English Proficiency Plan. If a County client 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.
- i. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.

8. Audit and Record Disclosures:

- a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- b. The Provider agrees to maintain all records pertaining to this Agreement at Workforce Development, Inc., 2070 College View Road East, Rochester, MN 55904, for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, applicable health plans the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 10 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:
 - ☒ A written Program and Statistical Report in a form approved or provided by the Lead County within thirty (30) days after the end of each quarter.
 - ☒ ☐Quarterly ☒Monthly line item expense and revenue reports within thirty (30) days after the end of each quarter/month unless otherwise indicated in writing by the County.
 - ☒ ☐Revenue and Expense Statement and Balance Sheet on an annual basis ☒Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Agreement term.
 - ☒ As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.

- ☒ Provider agrees to furnish the County with additional programmatic information to assist in the County's planning efforts and effective management of services. Such information shall be furnished to the County within reasonable periods of time as stated in written notice.

☐ (Other) _____

- d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- f. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.
- g. The Provider is responsible to maintain all required data from own agency on the Management Information System (MIS) and to generate reports to be submitted to the State and the County as required.
- h. The Provider will participate in providing information for the MFIP annual report(s) and any required reports needed for DWP funds.
- i. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 9.
- j. The Provider agrees to comply with the Code of Federal Regulations, 45 CFR 74, 45 CFR 92.
- k. The Provider agrees to comply with the Code of Federal Regulations, 7 CFR 277, 7 CFR 273.7.
- l. The Provider agrees to comply with OMB Circulars Numbers A-87, A-102, A-122, and A-128 as those circulars relate to the utilization of funds, the operation of programs and the maintenance of records, books, and accounts.

- m. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.
- n. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services 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.
- o. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

9. Notices

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

- a. The County: John Pugleasa
Houston County Public Health and Human Services Director
304 South Marshall Street
Caledonia, MN 55921
john.pugleasa@co.houston.mn.us
- b. The Provider: Jinny Rietmann
Workforce Development, Inc.
2070 College View Road East
Rochester, MN 55904
jrietmann@WDImn.org

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

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately

give notice in accordance with Section 10. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of the County employees, if any, involved in the incident; and (5) a detailed description of the incident.

- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

11. Safeguard of Client Information:

- a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.
- b. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Houston County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- c. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Wanda Jensen.
- d. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- e. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** the 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 the County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

12. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. The Provider agrees to comply with the Civil Rights Act of 1964, Title VII, 42 U.S.C. 2000e, including Executive Order No. 11246, Title VI, 42 U.S.C. 2000d, 42 U.S.C. § 12101, et seq. ("ADA"), 28 C.F.R. § 35.101-35.190, Title IX of the Educational Amendments of 1982 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act of 1990, Section 1557 of the Patient Protection and Affordable Care Act of 2010, and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. The 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, national origin, sex, age, disability, or religion, 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. It is the County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

13. 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.

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

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

15. Fair Hearing and Grievance Procedures:

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

16. Indemnification:

a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or 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.

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

17. Insurance and Bonding:

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
- ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
 - ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
 - ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
 - ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.
- b. By signing this Agreement, the Provider certifies that they are in compliance with this Section.
- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by the County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to the County. If the certificate is not received by the expiration date, the County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- d. A Region 10 Contract Manager reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 18 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

18. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits Houston County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Houston

County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, the Provider certifies that they are in compliance with these regulations.

- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
 - 2) Have not within a three (3) year period preceding this Agreement:
 - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b) Violated any federal or state antitrust statutes; or
 - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b) Violating any federal or state antitrust statutes; or
 - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
 - 5) Shall immediately give written notice as per Section 9 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).
- d. Directions for on-line access to excluded providers:
 - 1) To ensure compliance with this regulation, identification of excluded entities and

individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>

- 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Public Health and Human Services Director, at (507) 725-5811.

19. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, the County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.
- b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 23 of this Agreement.
- c. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered a modification of the agreement.
- d. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, the County must be notified, in writing, prior to action taking place.
- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third-party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the agreement between the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

- g. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Adult Mental Health/CSP Grant Requirements.

20. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint ventures, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.
- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA

21. Subcontracting and Assignment:

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

22. 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.

23. Default:

- a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 10, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, the County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.
- c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.
- d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 24(a) or the County default, each of the following shall constitute default on the part of the Provider:
 - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
 - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
 - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
 - 5) Failing to perform any other material provision of this Agreement.
- e. Default by the County: Unless cured or excused by the Force Majeure provision in Section 24(a) or Provider default, each of the following shall constitute default on the part of the County:
 - 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- f. Written Notice of Default: Unless a different procedure and/or effective date is

provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.

- g. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

24. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of terminate by the Provider shall be addressed to the County in accordance with Section 10.
- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 24(g) of this Agreement.
- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 10.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;

- 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
 - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
 - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of the County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, the County:
- 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, the County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
- 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Human Services Director, continue services/care to clients receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.
 - 2) The County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
 - 3) The County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
 - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

25. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

26. Damages:

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

27. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-28, Attachment A and Exhibits A - H. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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


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

WORKFORCE DEVELOPMENT, INC.

BY:  _____ DATED: 3.23.2020 _____
Jinny Rietmann
Executive Director

HOUSTON COUNTY

BY: _____ DATED: _____
Chairperson
Houston County Board of Commissioners

BY:  _____ DATED: 3/31/20 _____
Director
Houston County Public Health and Human Services

APPROVED AS TO FORM AND EXECUTION:

BY:  _____ DATED: 4-1-2020 _____
Houston County Attorney

AGENCY NAME: Workforce Development, Inc.

CONTRACT TYPE: POS – MFIP/DWP

INVOICES: Houston County Public Health and Human Services
304 South Marshall Street, Room #104
Caledonia, MN 55921

SERVICE DESCRIPTION	CODE	UNITS	RATE	TYPE	TOTAL
MFIP/DWP Employment Services	23700	1	1	1	\$134,375.00

Budget Details:

MFIP/DWP Core Services	\$ 90,000
Non-Custodial Parent Pilot and Retention Services	\$ 20,000
Job Seeker Support and Training	\$ 10,000
Retention/NCP Support	\$ 5,000
Administration	\$ 9,375
Total Budget	\$134,375

¹ Funds disbursed on a cost-reimbursement basis. Costs must be differentiated between MFIP and DWP.

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 Houston County ("County") and Workforce Development, Inc. ("Provider") for the period of January 1, 2020 through December 31, 2020.

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

A. Definitions

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

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

- w. Treatment. “Treatment” for purposes of substance abuse disorder treatment records as defined by 42 CFR § 2.11 means the care of a patient suffering from a substance use disorder, a condition which is identified as having been caused by the substance use disorder, or both, in order to reduce or eliminate the adverse effects upon the patient.
- x. Welfare Data. “Welfare Data” as governed by Minnesota Statute § 13.46.

B. Scope of Services.

1. The Provider shall provide all Services in accordance with all applicable federal and state laws, statutes, regulations, and guidelines. These include the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Deficit Reduction Act of 2005, and Minnesota Statutes Chapter 256J. In the event that these laws, statutes, regulations or guidelines are amended at any time during the Term of this Agreement, or any extensions or renewals, the Contractor shall comply with such amended laws, statutes, regulations, or guidelines.
2. The Provider is responsible for all technical assistance necessary to maintain all software and hardware used to provide the Purchased Services under this Agreement, including virus protection and firewalls.
3. The Provider will designate one staff as an Employment Services security liaison who will coordinate with the County MAXIS security liaison to request approval or termination of inquiry access to the MAXIS system (“MAXIS”).
4. The Provider will designate staff in each service location as Data Specialists that will have inquiry access to MAXIS.
5. The Provider will ensure all staff with inquiry access to MAXIS complete annual HIPAA training, and any other necessary training identified by the County.

C. Privacy of Protected Health Information.

1. **Permitted Uses and Disclosures.** Provider is permitted or required to use or disclose Protected Health Information it creates or receives for or from County or to request Protected Health Information on County’s behalf only as follows:
 - a) Functions and Activities on County’s Behalf. Except as otherwise limited in this Addendum, Provider is permitted to request the minimum necessary protected health information on County’s behalf, and to use and to disclose the minimum necessary Protected Health Information to perform functions, activities, or services for or on behalf of County, as specified in Agreement. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
 - b) Business Associate’s Operations. Provider may use the minimum necessary Protected Health Information for Provider’s proper management and administration or to carry out Provider’s legal responsibilities. Provider must comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients’ identifying information removed, “to the extent practicable.” Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. Provider may disclose the minimum necessary Protected Health Information for Provider’s proper management and administration or to carry out Provider’s legal responsibilities only if:
 - i. The disclosure is required by law; or
 - ii. Provider obtains reasonable assurance, evidenced by written contract, from any person or organization to which Provider will disclose Protected Health Information that the person or organization will:

- a. Hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Provider disclosed it to the person or organization or as required by law; and
 - b. Promptly notify Provider (who will in turn promptly notify County) of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.
 - c) Additional Provider Obligations Pertaining to Patient Records for Substance Use Disorders. Provider represents, warrants and covenants that it has obtained (and, prior to disclosure, shall obtain) the required consent to disclose records of substance use disorder treatment protected under 42 C.F.R., Part 2 ("SUD Records"), to the extent SUD Records are provided or required to be provided to the County under this Agreement, and that such consent does, or shall, permit the County to use SUD Records for its payment and health care operations purposes, the County acknowledges and agrees that, to the extent 42 C.F.R., Part 2 applies to its use or disclosure of any patient identifying information contained in SUD Records received hereunder, it is fully bound by the provisions of part 2 upon receipt of the patient identifying information. The County further acknowledges receipt of the following notice, in connection with SUD Records: "This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR part 2). The federal rules prohibit you from making any further disclosure of information in this record that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose per 42 CFR §2.31. The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 CFR §§2.12(c)(5) and 2.65. The County shall be permitted to redisclose SUD Records to its agents, helping the County provide services described in the Agreement, as long as the agent only further discloses the information contained in the SUD Records back to the County. The County also agrees to implement appropriate safeguards to prevent unauthorized uses and disclosures of SUD Records and to report any unauthorized uses, disclosures or breaches of Part 2 information to Provider.
2. **Prohibition on Unauthorized Use or Disclosure.** Provider will neither use nor disclose Protected Health Information except as permitted or required by this Addendum, as otherwise permitted in writing by County, or as required by law. This Addendum does not authorize Provider to use or disclose Protected Health Information in a manner that would violate the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) if done by County, except as set forth in Section C(1)(b).
 3. **Information Safeguards.** Provider will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 Code of Federal Regulations § 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services. The safeguards will be designed to preserve the integrity and confidentiality of, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, Protected Health Information. Provider will document and keep these safeguards current. Provider is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). The parties also may wish to specify the manner in which Provider will de-identify the information and the permitted uses and disclosures by the Provider of the de-identified information.
 4. **Security Regulations for Electronic Protected Health Information.** Provider agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the County as required by the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Part 164, Subpart C. Provider will document and keep these safeguards current. Provider will report to County any Security Incident of which it becomes aware pursuant to the terms of paragraph D. 1. of this Addendum. Provider shall develop and document policies and procedures to insure the security of Protected Health Information, train workforce members on and have sanctions for failure to comply with these

policies and procedures, and permit individuals to file complaints regarding these policies and procedures or a failure to comply with them.

5. **Sub-Contractors, Agents, and Volunteers.** Provider will require any of its subcontractors, agents and volunteers, to which Provider is permitted by this Addendum or in writing by County to create, receive, maintain, transmit or disclose Protected Health Information, to provide reasonable assurance, evidenced by written contract, that such subcontractor, agent or volunteer will comply with the same privacy and security obligations as Provider with respect to such Protected Health Information.
6. **Information Requests.** Unless provided for otherwise in this Agreement, if Provider receives a request to release the information referred to herein, Provider must immediately notify the County. The County will give Provider instructions concerning the release of the data to the requesting party before the data is released.

D. 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.

E. Obligations and Activities of Business Associate.

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

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

F. Provisions for the County and/or DHS 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.

G. Individual Rights.

1. **Access.** Provider will, within 10 days after County's request, make available to County or, at County's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any Protected Health Information about the individual that is in Provider's custody or control, so that County may meet its access obligations under 45 Code of Federal Regulations § 164.524.
2. **Amendment.** Provider will, upon receipt of notice from County, promptly amend or permit County access to amend any portion of the Protected Health Information, so that County may meet its amendment obligations under 45 Code of Federal Regulations § 164.526.
3. **Disclosure Accounting.** So, that County may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
 - a) **Disclosure Tracking.** Effective April 14, 2003, Provider will record information concerning each disclosure of Protected Health Information, not excepted from disclosure tracking under Addendum Section C.3(b) below, that Provider makes to County or a third party. The information Provider will record is (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Provider made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "disclosure information"). For repetitive disclosures Provider makes to the same person or entity (including County) for a single purpose, Provider may provide (x) the disclosure information for the first of these repetitive disclosures, (y) the frequency, periodicity or number of these repetitive disclosures, and (z) the date of the last of these repetitive disclosures. Provider will make this disclosure information available to County within 10 days after County's request.
 - b) **Exceptions from Disclosure Tracking.** Provider need not record disclosure information or otherwise account for disclosures of Protected Health Information that this Addendum or County in writing permits or requires (i) for purposes of treating the individual who is the subject of the Protected Health Information disclosed, payment for that treatment, or for the health care operations of Provider; (ii) to the individual who is the subject of the Protected Health Information disclosed or to that individual's personal representative; (iii) pursuant to a valid authorization by the person who is the subject of the Protected Health Information disclosed; (iv) to persons involved in that individual's health care or payment related to that individual's health care; (v) for notification for disaster relief purposes, (vi) for national security or intelligence purposes; (vii) as part of a limited data set; or (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody.
 - c) **Disclosure Tracking Time Periods.** Provider must have available for the disclosure information required by Addendum Section G.3(a) for the 6 years preceding County's request for the disclosure information (except Provider need have no disclosure information for disclosures occurring before April 14, 2003).
4. **Restriction Requests; Confidential Communications.** Provider will comply with any agreements for confidential communications of which it is aware and to which County agrees pursuant to 45 C.F.R. § 164.522(b) by communicating with persons affected using agreed upon alternative means or alternative locations. Provider also agrees to provide in a secure manner upon request by an individual a copy of the individual's electronic medical record in electronic form. Provider also agrees to securely transmit a copy of Protected Health Information to another person designated by an individual upon request.
5. **Inspection of Books and Records.** Provider will make its internal practices, books, and records, relating to its use and disclosure of Protected Health Information, available to County, to the Minnesota Department of Human Services and to the U.S. Department of Health and Human Services to determine compliance with 45 Code of Federal Regulations Parts 160-64 or this Addendum.

H. Breach of Privacy Obligations.

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

2. Reporting.

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

3. Termination of Agreement.

- a) Right to Terminate for Breach. County may terminate Agreement if it determines, in its sole discretion, that Provider has breached any provision of this Addendum. County may exercise this right to terminate Agreement by providing Provider written notice of termination, stating the breach of the Addendum that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in County's notice of termination.
- b) Obligations upon Termination.
 - i. Return or Destruction. Upon termination, cancellation, expiration or other conclusion of Agreement, Provider will if feasible return to County or destroy all Protected Health Information, including all Protected Health Information in whatever form or medium (including any electronic medium) and all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of Protected Health Information. Provider will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the

termination, cancellation, expiration or other conclusion of Agreement. Provider will identify any Protected Health Information that cannot feasibly be returned to County or destroyed. Provider will limit its further use or disclosure of that Protected Health Information to those purposes that make return or destruction of that Protected Health Information infeasible. Within 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement, Provider will (a) certify on oath in writing that such return or destruction has been completed, (b) deliver to County the identification of any Protected Health Information for which return or destruction is infeasible, and (c) certify that it will only use or disclose such Protected Health Information for those purposes that make return or destruction infeasible.

- ii. Continuing Privacy Obligation. Provider's obligation to protect the privacy of the Protected Health Information it created or received for or from County will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.
- iii. Other Obligations and Rights. Provider's other obligations and rights and County's obligations and rights upon termination, cancellation, expiration or other conclusion of Agreement will be those set out in the Agreement.

4. Indemnity.

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

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

I. 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.

J. Amendment to Agreement.


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

K. Conflicts.


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

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

WORKFORCE DEVELOPMENT, INC.

By: 
Name: Jiny Rietmann
Title: Executive Director
Date: 3.23.2020

COUNTY OF HOUSTON

By: 
Name: John Pugliese
Title: Director
Date: 3/31/20

Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 4/10/2020

Person requesting appointment with County Board: John Pugleasa, Director Human Services

Will you be doing a power point or video presentation: ☐ Yes ☒ NO

Issue:

Guardianship contract - Judy Storlie

Attachments/Documentation for the Board's Review:

Two copies of each contract for review and signature

Justification:

Action Requested:

Approve and sign contract as presented

For County Use Only						
<u>Reviewed by:</u>	<input type="checkbox"/>	County Auditor	<input type="checkbox"/>	County Attorney	<input type="checkbox"/>	Zoning/Environmental Service
	<input type="checkbox"/>	Finance Director	<input type="checkbox"/>	County Engineer	<input type="checkbox"/>	HR/Personnel
	<input type="checkbox"/>	IS Director	<input type="checkbox"/>	Other (indicate dept)	<input type="checkbox"/>	
<u>Recommendation:</u>						
<u>Decision:</u>						

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as the "County" and **Judy Storlie, 28 S. Elm, La Crescent, MN 55947**, referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services has identified a need for Guardianship/Conservator services and related legal services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who has demonstrated deficits in behavior which evidence an inability to meet personal needs for medical care, nutrition, clothing, shelter, or safety; or concerning the appointment concerning the person's estate or financial affairs, has demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs effectively by reason of detention by a foreign power or disappearance.

WHEREAS, this is a mandated service under Minnesota Statute 524.5-301 and 524.5-401; and

WHEREAS, the County wishes to purchase such program services from the Provider;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, Houston County and Frederick Guardianship Services, LLC agree as follows:

1. TERM:

The term of this Agreement shall be from January 1, 2020 through December 31, 2020. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice.

2. SERVICES:

The County wishes to purchase and the Provider agrees to provide the following:
See Attachment A.

<u>BRASS CODE</u>	<u>SERVICE DESCRIPTION</u>
59509	GUARDIANSHIP (DD)
69500	GUARDIANSHIP (ADULT)
61600	TRANSPORTATION
64800	MONEY MANAGEMENT

3. COST AND DELIVERY OF PURCHASED SERVICES:

The amount paid for service will be billable at \$45.00 per hour with prior authorized from Houston County for each hour of service for each client. See the Individual Service Agreement(s) for number of units and service descriptive.

Purchased services shall be provided in the community or in the residences of the clients being serviced.

The \$45.00 per hour fee includes administrative services as are reasonably or necessarily incurred by the Provider including documents, reports, mileage (unless otherwise pre-approved by a Houston County Case Manager), phone calls, certificates, etc. as required by this Agreement.

4. ELIGIBILITY FOR SERVICES:

Service eligibility will be determined according to the criteria established by Houston County's Human Service Plan.

Services under this Agreement shall only be provided to clients meeting this criteria of indigent residents of Houston County.

The County shall determine an indigent client AND the category of complexity shall be assigned by the County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by the County prior to start of service. Service level is subject to negotiation by Provider and County in the light of actual experience with the client and/or changing circumstances.

5. PAYMENT FOR SERVICE:

The Provider shall within ten (10) working days following the last day of each month, submit a county approved invoice for purchased services to Houston County. The invoice shall show client name, address, case number and a detailed listing of the service(s) provided. The details must include hours or partial hours for each service provided. Houston County shall, within thirty (30) days of the receipt of the invoice, make payment for all units of service billed.

The Provider further acknowledges that bills must be current and timely. The Provider acknowledges that there will be a reduction of 50% of the total amount billable, on bills submitted for payment more than 3 months after date of service.

If the ward/conservatee has a monthly income and is:

- 1) Receiving Minnesota Supplemental Aid (MSA) and not residing in Nursing Home or Regional Treatment Center or
- 2) Receives Group Residential Housing (GRH) benefits or
- 3) Receiving Medical Assistance (MA) Payments of Long-Term Care (LTC) Services, the Conservator/Guardian shall deduct 5% of the ward's/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$120.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds the County payment amount, there will be no County payment to Provider.

6. RECORDS:

The Provider shall maintain such records and provide the County (DD and/or MH Unit) with financial, statistical and service reports as the County may require for accountability.

The Provider agrees to cooperate in evaluative and/or outcome efforts as required by the County.

7. INDEPENDENT CONTRACTOR:

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.

It is agreed that nothing contained in the Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with the County. And nor shall the Provider, its employees, agents, and representatives be considered employees, agents and representatives of the County.

8. PROVIDER STANDARDS AND LICENSES:

- a. The Provider shall furnish to the County a background resume to include the following: professional and personal credentials for guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.
- b. The Provider will annually authorize Houston County Human Services to perform a background check under the Criminal Justice Information System for evidence of maltreatment of adults, vulnerable adults, and any criminal exploitation. The Provider will be required to consent to a background check (local and state) prior to a contract being issued.

- c. Provider will comply with all court background check and background reporting requirements, including filling out forms annually and when any changes occur, if applicable.
- d. If required, the Provider shall remain licensed by the State during the term of this Agreement. Houston County will only pay for Contract Management services provided pursuant to such licensing requirements.
- e. When licensing is required, the revocation of the license shall be the cause for cancellation of this Agreement effective upon receipt of the cancellation notice, other provisions for cancellation of this Agreement notwithstanding.
- f. The Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- g. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a, b, c as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

9. SAFEGUARD OF CLIENT INFORMATION:

The use or disclosure by the Provider of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Houston County or Providers responsibility with respect to the Purchased Services hereunder is prohibited except upon written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

Approved As To Form And Execution:



Houston County Attorney

Dated: 3/24/2020

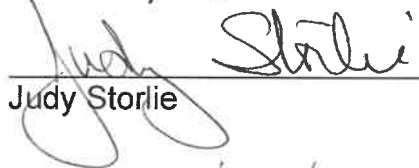
Chairperson
Houston County Board of Commissioners

Dated: _____



John Puleasa, Director
Houston County Human Services

Dated: 3/2/20



Judy Storlie

Dated: 3/6/20

Houston County's Conservatorship/Guardianship Service Definition

A guardian or conservator:

- Has only those powers necessary to provide for the demonstrated needs of the ward or protected person.
- Is responsible for protecting the rights of ward or protected person.
- Is the court-appointed decision maker for the ward or protected person.
- Should involve the ward or protected person (and other IDT members if applicable) in the decision-making process but is ultimately responsible for making decisions that promote the health, safety and personal well-being of the ward or protected person.

Duties:

- Minimum of two (2) face-to-face visits with client per year, more frequent visits and communication by other means is encouraged.
- Sign consents and other necessary paperwork
- Complete financial applications as needed
- Complete any required correspondence
- Make court appearances on behalf of client as needed
- Attend Care Conference, annual meetings, ISP and IHP meetings on client's behalf
- Communicate with IDT members regarding decisions made

Conservator:

- Pay monthly bills and service other financial responsibilities
- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

Guardian:

- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s)

General:

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to Houston County

Rates:

The reimbursement rate is \$45.00 per hour. This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a Houston County Case Manager.

Service Agreements:

Individual Service Agreements will authorize the amount and frequency of service to be provided to each client. Guardians/conservators cannot exceed the authorized amount of service to be provided without having gotten prior approval from the involved social worker, or designee, to do so.

Billing:

Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis. While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly.



Minnesota Department of Natural Resources
Division of Forestry
912 Houston St NW
Preston, Minnesota

April 3, 2020

Houston County Board of Commissioners
305 S Marshall St.
Caledonia, MN 55921

Re: DNR Land Acquisition in Houston County

This letter is notification to the Houston County Board of Commissioners that the Department of Natural Resources is considering acquisition of the following lands currently owned by Lyle Pohlman:

40 acres wooded, the SW $\frac{1}{4}$, NE $\frac{1}{4}$ in Section 19, Township 101N, Range 04W (Jefferson)

In an effort to build on the good working relationship that the DNR has with county governments throughout the State, the DNR will be notifying county governments on all pending donations/sales of land or easements for State Forest purposes. As with all of our State Forest land, this new addition will fall under the "in-lieu-of-tax" county tax payment schedule.

Acquisition of these tracts will help consolidate state ownership, provide public access, prevent forest fragmentation, and enhance management efficiency. The area will be open to public hunting, trapping, and nature observation.

Feel free to contact me at the above address or by telephone at 507-696-5307 with any questions or comments you may have concerning this acquisition.

Sincerely,

A handwritten signature in blue ink that reads 'Jim Edgar'.

Jim Edgar
Preston Forester

cc: DNR Regional Director
Forestry Lands Program Coordinator



HOUSTON COUNTY

304 South Marshal Street
Caledonia, MN 55921
TEL (507) 725-5827

Jeffrey L. Babinski, Houston County Administrator

April 14, 2020

TO: Airborne Custom Spraying, Inc.
c/o Rob Aslesen
2288 150th Street
Halstad, MN 56548

Dear Mr. Aslesen,

This letter provides written documentation of Houston County's awareness and support for aerial application by Airborne Custom Spraying, Inc. for the management of gypsy moth, *Lymantria dispar*, in May of 2020.

Airborne Custom Spraying, Inc. has been contracted by the Minnesota Department of Agriculture (MDA) for the aerial applications of *Bacillus thuringiensis var kurstaki*, (Btk) to eradicate colonies of gypsy moth, an invasive species, which has become established within our county.

We understand a gypsy moth aerial application project will occur at one site consisting of approximately 1,618 acres and is scheduled for aerial treatment in May of this year within our county. There will be two application spaced approximately 7-10 days apart. Airborne Custom Spraying, Inc. will carry out this project in cooperation with and under the authority of the MDA.

Houston County agrees that proper and sufficient public notification of the treatment project has occurred and that the aerial operations are needed and wanted with the intent to slow the spread of gypsy moth in our area.

Respectfully,

Jeffrey L. Babinski
Houston County Administrator

JLB:jlb

Cc: Houston County Environmental Services
Marissa Streifel, MDA



Proposal for

Houston County

Historic Jail Construction Planning Study

March 11, 2020



125 Main Street SE, Suite 240
Minneapolis, MN 55414
www.cdg-mn.com

p (612) 332-3654 f (612) 332-3626
Contact: Craig Milkert
cmilkert@cdg-mn.com



March 11, 2020

Theressa Arrick-Kruger
Houston County HRD/Facilities Mgr.
Room 208
304 S. Marshall St.
Caledonia, MN 55921

Re: Houston County - Historic Jail Construction Planning Study

Dear Tess:

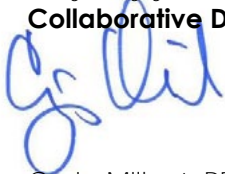
Congratulations on receiving Grant funding for the preparation of construction documents for the exterior envelope of the Jail. It's exciting to see the County moving on to the next phase of preserving the Jail.

We have prepared the attached proposal as requested. As you will see, CDG is very qualified to perform the work as required to meet the requirements of the MNHS Grant. Of equal importance, we will work diligently to provide a design that meets the County's economic requirements, as well as long-term durability requirements to preserve this important asset.

Thank you for inviting us to submit this proposal. We look forward to continuing our ongoing relationship with Houston County.

Very truly yours,

Collaborative Design Group, Inc.



Craig Milkert, PE
Principal

Firm capability and contact



Creative Thinking... Thoughtful Solutions

Creative problem solving is what our profession is all about. While the employees at CDG challenge all team members to think creatively to develop interesting and exciting designs, we realize that creativity does not stop with aesthetics. Our team understands that the most important component of problem solving is thinking about how to combine a creative design with functionality, affordability, practicality, and efficiency. Creative thinking and thoughtful solutions will make your project successful.

Collaborative Design Group is a name carefully considered to reflect our fundamental belief that the design process is a collaborative effort, with our clients as integral members of the project team. We believe that the success of your project is dependent on the knowledge and resources of many groups of people. It is our goal to assemble the most appropriate and talented individuals to meet your specific needs.

Our approach rises from a respect and appreciation for people and an understanding that the purpose of a building is to provide a unique environment to meet the specific needs of our client. Our process translates our clients' visions into practical solutions to create a memorable sense of place in which people thrive. Each unique design reflects the image of our clients.

FIRM INFORMATION & CONTACT

LOCATION

125 Main Street SE
Suite 240
Minneapolis, MN 55414

ESTABLISHED

2001

STAFFING

Total: 18 | Architectural: 8 | Structural: 4 | Interior Design: 4 |
Administrative: 2

CONTACT

Craig Milkert, PE, LEED AP
cmilkert@cdg-mn.com
(612) 371-6420





What sets Collaborative Design Group apart...

Is that we provide a truly collaborative approach to the design of built environments. We seamlessly blend our in-house disciplines of Architecture, Interior Design, Structural Engineering, and Historic Preservation to develop sound and energized design solutions.

The level of knowledge that these combined disciplines bring to a project ensures informed decision making and leads to a successful project outcome. Self-performing the full scope of services brings significant added value during both design and construction. As our name articulates, we work collaboratively, uniting all disciplines in the process to create an integrated design solution.

Services provided

ARCHITECTURE

Architectural Design | Predesign Studies | Project Management | Sustainable Design Principles | Code Analysis | ADA Studies and Compliance | Construction Administration

HISTORIC PRESERVATION

Preservation Design and Planning | Historic Structure Reports | Assessment Reports | Tax Credit Applications | National Register Nominations | Adaptive Reuse | Rehabilitation and Restoration Design

INTERIOR DESIGN

Interior Design | Programming | Space Planning | Furnishings and Finish Selection | Move-in Coordination | Construction Administration

STRUCTURAL ENGINEERING

Structural Design | Structural Analysis | Construction Review | Structural Assessment Reports | Construction Administration

PROJECT PLANNING

Master Planning | Urban Planning | Strategic Planning | Site Evaluation and Selection | Feasibility Studies | Planning and Zoning Approvals

BUILDING SCIENCE

Building Pathology and Forensic Investigation | Condition Assessments | Testing | Maintenance Planning and Estimating | Roof and Envelope Design



William Hickey AIA, LEED AP Principal Investigator, Historic Architect

Bill has considerable expertise in the programming, design, and project management of Commercial and Institutional projects, including corporate, retail, restaurant, university, and government buildings. His work also includes multifamily housing, mixed-use and transportation-oriented development, strategic planning, and collegiate projects. He has a strong background in facility analysis and reports. Bill meets the Secretary of the Interior's Standards for Historic Architect, Architectural History, and Architecture.

EXPERIENCE

33 years

EDUCATION

University of Minnesota, Bachelor of Architecture
University of Minnesota, Bachelor of Environmental Design

REGISTRATION

Registered Architect, Minnesota #20111
LEED Accredited Professional

HISTORIC PROJECTS

- Blair House Exterior Assessment and Restoration | St. Paul, MN
- Christian Family Residence Historic Structure Report | Minneapolis, MN
- Church of St. Rose of Lima Building Condition Assessment | Kenyon, MN
- Duluth Federal Building Renovation | Duluth, MN
- Eddy Hall Building Forensic Assessment | University of Minnesota | Minneapolis, MN
- Education Sciences Building Restoration and Reuse | University of Minnesota | Minneapolis, MN
- Enger Park Master Plan and Historic Tower Restoration | Duluth, MN
- Faribault Historic Downtown Design Guidelines | Faribault, MN
- Fort Snelling Master Plan, Reuse, & Assessments | St. Paul, MN
- G.A.R. Hall/Meeker County Historical Museum Historic Assessment | Litchfield, MN
- Hellickson House Historic Assessment | Byron, MN
- Historic Plummer House Facilities Master Plan | Rochester, MN
- Historic Soldiers Memorial Field Park Master Plan | Rochester, MN
- Houston County Jail Adaptive Reuse Study and Courthouse Assessment and Restoration Construction Documents | Caledonia, MN
- Kasson Public School Historic Structure Report | Kasson, MN
- Landmark Center Exterior Envelope Assessment and Restoration | St. Paul, MN
- Lindbergh House Accessibility Improvements | Little Falls, MN
- Madison Downtown Historic Architectural Survey | Madison, SD
- Marine on St. Croix Town Hall Historic Structure Report | Marine on St. Croix, MN
- Meighen Residence, Store, and Scale House Historic Structure Report and Restoration Projects | Forestville, MN
- Midtown Exchange Assessment, Reuse, and Restoration | Minneapolis, MN
- Minnesota Historical Society Design Guidelines | 4 Sites throughout Minnesota
- Reads Landing School Historic Structure Report and Restoration | Reads Landing, MN
- Shoddy Mill Study and Relocation | Stillwater, MN
- Split Rock Lighthouse Assessment and Restoration | Two Harbors, MN
- Staples Depot Renovation and Restoration | Staples, MN
- Stillwater Public Library Needs Analysis and Feasibility Study | Stillwater, MN
- Todd County Courthouse Historic Structure Report and Restoration | Long Prairie, MN



Craig Milkert PE, LEED AP

Project Manager, Restoration Engineer, Building Envelope Specialist

Throughout his career, Craig has been passionate about understanding how buildings work. He believes that a building is a working system of individual components, and that designers must understand how all components of a building affect each other in order to construct a long lasting and well performing building. He is the leader of the Building Science Group at CDG. This group of professionals performs investigations of building structures and exterior envelopes of all types of structures and building systems.

EXPERIENCE

41 years

EDUCATION

University of Illinois, Bachelor of Science, Civil Engineering

REGISTRATION

Professional Engineer, Minnesota #18260
LEED Accredited Professional

HISTORIC EXPERIENCE

- Armstrong House Relocation and Restoration | St. Paul, MN
- Baudette Depot Assessment, Reuse, and Restoration | Baudette, MN
- Blair House Exterior Assessment and Restoration | St. Paul, MN
- **Carleton College Campus Buildings Exterior Envelope Assessment** | Northfield, MN
- Coffman Memorial Union Condition Survey and Masonry Restoration | University of Minnesota | Minneapolis, MN
- Eddy Hall Building Forensic Assessment | University of Minnesota | Minneapolis, MN
- Education Sciences Building Renovation and Restoration | University of Minnesota | Minneapolis, MN
- **Evans Hall Renovation and Restoration** | Carleton College | Northfield, MN
- Forest History Center Siding Repair and Roof Replacements | Grand Rapids, MN
- Fort Snelling Assessment and Restoration Projects | St. Paul, MN
- Grand View Lodge Assessment and Restoration | Nisswa, MN
- Hennepin Avenue United Methodist Church Exterior Assessment | Minneapolis, MN
- Historic Plummer House Facilities Master Plan | Rochester, MN
- Houston County Jail Adaptive Reuse Study and Courthouse Assessment and Restoration Construction Documents | Caledonia, MN
- Johnston Hall Exterior Envelope Assessment and Roof Replacement and Masonry Restoration Construction Documents | Faribault, MN
- Landmark Center Exterior Envelope Assessment and Roof and Masonry Restoration | St. Paul, MN
- **Lind Hall Renovation, Restoration, and Structural Modifications** | University of Minnesota | Minneapolis, MN
- Marine on St. Croix Town Hall Historic Structure Report | Marine on St. Croix, MN
- Meighen Residence, Store, and Scale House Historic Structure Report and Restoration Projects | Forestville, MN
- Midtown Exchange Assessment, Reuse, and Restoration | Minneapolis, MN
- Milaca Museum Condition Assessment and Restoration | Milaca, MN
- Robbinsdale Historic Library Condition Assessment and Renovation | Robbinsdale, MN
- Split Rock Lighthouse Assessment and Restoration | Two Harbors, MN
- Todd County Courthouse Historic Structure Report and Restoration | Long Prairie, MN
- White Bear Lake Armory Assessment and HVAC Upgrades | White Bear Lake, MN

Work program and schedule

We understand that Houston County is looking to repair/rehabilitate the exterior of the Houston County Historic Jail. This proposal includes the preparation of construction drawings and specifications for the replacement of the roof, repair or replacement of any associated wood trim, soffits, and gutter system, replacement of the windows and doors, repair or replacement of the entrance steps, and maintenance of the exterior masonry walls.

Bill Hickey will be the Principal Investigator and Historic Architect for this project. Craig Milkert will assist with investigation of the building and the preparation of the construction documents. As indicated in the attached resumes, both team members have extensive experience with assessing historic buildings and preparing construction documents for identified repairs. The following is our proposed scope of work:

WORK PLAN

- Assess/evaluate the exterior building envelope of the jail to identify the existing conditions. This work will include the determination of architectural conditions, identification of original materials and character-defining features, and make recommendations for repairs.
- Discuss our assessment findings with representatives from the County to exactly define the scope of work for the construction documents.
- Develop the design of the desired scope of work. Alternative construction materials will be evaluated and discussed in consultation with the Minnesota Historical Society (MNHS) to ensure that the design recommendations are in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, as well as being appropriate for the long-term durability of the building.
- Coordinate materials testing for mortar, reuse of salvaged masonry, and masonry cleaning method alternatives.
- Produce construction drawings and specifications for the identified work. The documents will be submitted at the required intervals to MNHS and Houston County for review and approval.
- Complete a Scope of Work form that may be used in subsequent grant phases.
- Attend meetings as required with the County and MNHS.

SCHEDULE

- | | |
|---|------------|
| • Begin research of the building history and building materials | 3/25 |
| • Conference call with MNHS and Houston County | 4/1 |
| • Site visit to confirm existing conditions | 4/6 – 4/10 |
| • 30% Construction Document submittal | 6/1 |
| • 60% Construction Document submittal | 8/1 |
| • 90% Construction Document & Scope of Work form submittal | 10/1 |
| • 100% Construction Document submittal | 12/1 |

FEE

Our proposed fee to complete the scope of work identified above is \$18,320.00, including all normal and requested expenses. The fee can be divided as follows:

- | | |
|--|-------------|
| • Design of the roof, associated wood trim, and gutter system | \$10,760.00 |
| • Design of the windows and doors, entrance steps, and masonry | \$ 7,560.00 |

Historic Expertise

CDG has provided assessment, reuse, restoration, and renovation services for some of the most notable historic structures throughout the State. Our experience includes:

- 225 N Sibley Assessment
- Anoka Amphitheater Assessment
- Armstrong Hall Forensic Study
- Armstrong House Assessment, Restoration, & Move
- Baker Schmitt House Assessment & Reuse Study
- Baudette Depot Assessment & Reuse
- Black Building National Register Nomination & Tax Credits
- Blair House Condition Survey & Preservation Plan
- Brakemeier Creamery Assessment & Reuse Study
- The Burch Assessment, Reuse, & Addition
- Burton Hall Study & Remodel
- Christian Family Residence HSR
- Church of St. Rose of Lima Assessment
- Coffman Union Condition Survey & Rehabilitation
- Commodore Condominiums Rehabilitation Plan
- Comstock House Plaster Failure Study
- Eidem House Structural Assessment
- Enger Tower Assessment & Restoration
- Forest History Center Assessment & Restoration
- Fort Ridgely Powder Magazine Maintenance Manual
- Germanic American Institute Assessment & Cornice Restoration
- Grain Belt Sign Structural Assessment
- Grand View Lodge Assessment & Rehabilitation
- Hastings City Hall Assessment & Masonry Restoration
- Historic Overlook Assessments
- Houston County Courthouse Assessment & Restoration
- Houston County Historic Jail Reuse Study
- Jackson Street Water Tower Assessment
- Johnston Hall Assessment & Roof Replacement
- Madison Downtown Historic Architectural Survey
- Marine on St. Croix Village Hall HSR
- Meighen Scale House HSR & Move
- Meighen Store & Residence Assessments & Restoration
- Minnesota Historical Society Universal Design Study
- Natural Resources Management Barn Assessment & Reuse Study
- Ogilvie Water Tower Assessment
- Old Main Steam Plant Renovation
- Perkins Leyden Congregational Church National Register Nomination
- Plummer House Facilities Master Plan & Water Tower Assessment
- Robbinsdale Library Assessment & Accessibility Upgrades
- Rossmor Building Reuse & Restoration
- Security State Bank of Dante National Register Nomination
- Shoddy Mill Study & Relocation
- Split Rock Lighthouse Assessment & Restoration
- Spring Park Depot Assessment
- St. Lawrence Rectory Condition Assessment
- Staples Depot Renovation
- Thorstein Veblen Farmstead Large Barn Assessment
- Todd County Courthouse Assessment & Renovation
- Traverse County Courthouse Assessment & Reuse Study
- White Bear Lake Armory HVAC Improvements
- Wirth Park Pavilion Restoration & Renovation

Similar Projects

Houston County Historic Jail Reuse Study and Courthouse Restoration Construction Documents

Caledonia, Minnesota

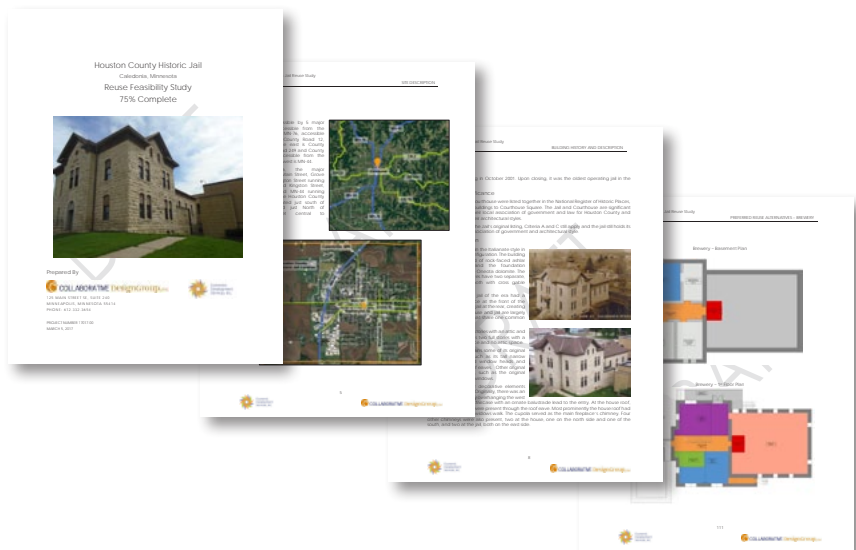
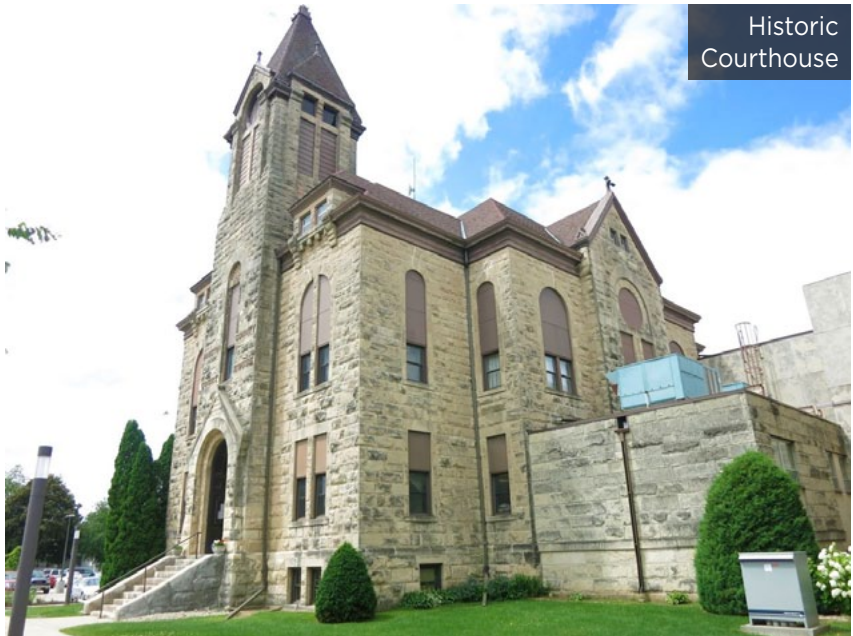
Collaborative Design Group began working with Houston County to complete an exterior assessment of their historic Courthouse building. Following the initial project, CDG was retained to complete construction documents for replacement of the roof and miscellaneous masonry repairs. The Courthouse restoration project also included the analysis of local markets and demographics and the assessment of the adjacent historic Jail building to understand the feasibility of reusing the building.

The design team worked with County stakeholders, community, and local business owners to explore new possibilities for the Jail. Options investigated would preserve the historic building elements, take advantage of market opportunities, and benefit the community, County, and region. Some options that were considered included a library, brewery, and office space for the County. The presentation of schematic floor plans, cost estimates, and market impact helped the County determine that additional office space to better organize their departments was deemed the best option for the building.

Historic Jail



Historic Courthouse



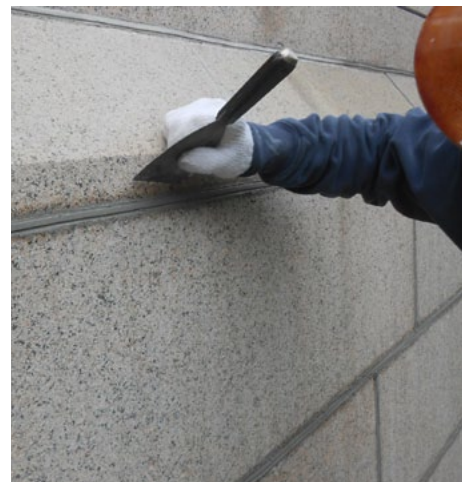
Landmark Center Exterior Restoration, Restroom Remodel, and Space Use Study

St. Paul, Minnesota

Collaborative Design Group was retained to provide a comprehensive envelope assessment of the historic Landmark Center, which was constructed in 1910. Following completion of the report, CDG designed and provided construction administration for the required exterior work, including the complete re-pointing of the building exterior, repair of the stone masonry, restoration of the decorative copper penthouse and gutters, and replacement of the clay tile roofs on the north and south towers.

Other restoration and upgrade services completed by CDG following the masonry and roof work include the replacement of all exterior steps and the restoration and repainting of the interior 51 foot atrium, which was part of a long-term plan to restore true historic elements and the building's original grandeur. CDG recently completed design to remodel all public restrooms in the building and add a family restroom. The upgraded restrooms retain the building's historic features and will be able to withstand the high traffic that comes with hosting public events.

CDG is also currently in the middle of a complete analysis of the current interior space use, surrounding demographics, and market feasibility study. Aware of its status as a pillar in the downtown neighborhood, the team hopes to explore opportunities that could serve the community and activate the underutilized spaces of the building. Some options that have been considered include an artists' makers space, co-working space, more efficient catering kitchen, dining and bar venue, and reorganized office and storage space that will maximize efficiency.



Similar Projects

Fort Snelling Assessment and Restoration Projects

St. Paul, Minnesota

CDG has been involved with nearly every building at Fort Snelling, assessing most of the upper and lower post buildings and completing a site master plan. Restoration projects include:

- Officers Quarters and Barracks: roof reconstruction and addition of accessible porches
- Buildings 17 and 18: assessment, roof replacement, CDs for masonry restoration and window replacement
- Building 22: roof replacement, window repair, fascia restoration, and tuckpointing
- Commissary Building: roof reconstruction and copper gutter installation
- Mineral Oil Building: condition survey report, petrographic mortar analysis, and envelope restoration



Carleton College Annual Assessment and Restorations

Northfield, Minnesota

Each year, CDG reviews the condition of the envelopes of all of the major buildings on the Carleton College campus. The resulting report encompasses 35 of the buildings, many of which are historic, summarizing the condition, repair recommendations and priorities, and cost estimates for necessary masonry, roofing, gutters, windows, doors, steps, and waterproofing work.

Following the completion of the report, CDG then completes restoration drawings and provides construction administration for the projects. CDG has helped restore or renovate nearly every historic building on campus, including masonry restorations (11 buildings), roof replacements (17 buildings), and window replacements (4 buildings).



Split Rock Lighthouse Assessment and Restoration

Two Harbors, Minnesota

CDG was retained by the Minnesota Historical Society to provide a condition assessment and develop construction documents to preserve and stabilize the historic buildings at the Split Rock Light Station. The project included the preservation of the lighthouse, dwellings, barns, and fog signal building. Services included building research and assessments, design development, cost estimates, preparation and distribution of construction documents, bidding, and construction observation. CDG used practical analysis and modern forensic investigation techniques such as ritem tube testing to assess the historic structures. Innovative restoration techniques were utilized, including dry ice blasting to remove paint and clean the cast iron elements of the lantern.



Hastings City Hall Assessment and Restoration

Hastings, Minnesota

Originally serving as the Dakota County Courthouse, Hastings City Hall was constructed from 1869 to 1871. The City of Hastings hired CDG to assess the building to determine if interior cracking represented a structural issue and to understand the condition of brick, mortar, limestone, roofs, windows, doors, site, and interior structure.

CDG assessed the building, structural system, and site and determined that the City Hall was structurally sound and that the interior cracking was cosmetic in nature and not detrimental to the overall health of the building. CDG is currently working to restore the exterior masonry and make site and water-proofing improvements to minimize water infiltration into the basement.



Similar Projects

Reads Landing Schoolhouse Assessment and Restoration

Reads Landing, Minnesota

The Reads Landing Schoolhouse was built in the spring of 1870. The Wabasha County Historical Society purchased it in 1965 and converted it into a museum, which the building serves as today. Collaborative Design Group provided a detailed analysis of the interior and exterior of the building, specifically highlighting problem areas and prioritizing repairs that needed to be made. Recommendations were sensitive to the historic design, as well as the time and fiscal constraints of the Historical Society.

CDG designed and oversaw the restoration of the exterior building, which included a complete repointing of the envelope, window replacement, and cupola repairs.

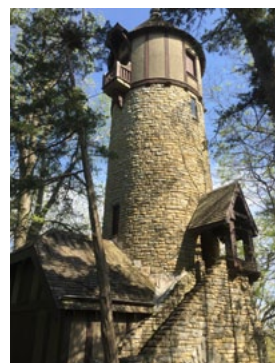


Plummer House and Site Assessments

Rochester, Minnesota

Built in 1924, the Plummer House has been used by the public since 1968 and currently serves as a museum and event space. CDG has completed multiple projects at the property, beginning with the replacement of the existing boiler with a new geothermal system to heat and cool the house.

CDG also completed an assessment to determine the structural condition of the historic stone water tower located on the property. CDG also completed a master plan for the Plummer site, which encompassed all structures, paths, stone retaining walls, and steps. CDG recently prepared construction drawings for the first phase of recommended repairs to the water tower.



References

James Homolka
Senior Project Manager
Ramsey County
121 7th Place East, Suite 2200
St. Paul, MN 55101
(651) 266-2793
james.homolka@co.ramsey.mn.us

John Mathews
Project Manager
Carleton College
1 North College Street
Northfield, MN 55057
(507) 222-4091
jmathews@carleton.edu

Amy Mino
Executive Director
75 West Fifth Street, Suite 404
Saint Paul, Minnesota 55102
(651) 292-3285
amino@landmarkcenter.org

Subcontractors

No subcontractors will be used for the design of this project.



HOUSTON COUNTY-COLLABORATIVE DesignGroup, inc.

Professional Services Agreement

Historic Courthouse Construction Planning and Historic Jail Reuse Study

THIS CONTRACT, amendments and supplements thereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter HOUSTON), and COLLABORATIVE DesignGroup, inc., (hereinafter COLLABORATIVE).

WHEREAS, HOUSTON pursuant to Minnesota Statutes Chapter 375, is empowered to procure professional services, and

WHEREAS, HOUSTON issued a Request for Proposals (hereinafter RFP) in order to select a consultant team to conduct: Assess/evaluate the exterior building envelope of the jail to identify the existing conditions, determine architectural conditions, identify original materials and character-defining features, and make recommendations for repairs; and develop the design of the desired scope of work.

WHEREAS, COLLABORATIVE represents it has employees and agents who are duly qualified and willing to perform the services set forth in this CONTRACT, and

WHEREAS, the Houston County Board of Commissioners approved awarding this CONTRACT to COLLABORATIVE at its April 24, 2020.

NOW THEREFORE, it is agreed:

I. TERM OF CONTRACT

This CONTRACT shall be effective on April 24, 2020 or upon the date the final required signature is obtained by both parties, whichever **occurs later**, and shall remain in effect through June 1, 2021, unless cancelled pursuant to the provisions set forth in clause V. herein.

II. COLLABORATIVE DUTIES

COLLABORATIVE will deliver the requested professional services, in a timely manner, consistent with the requisite Milestone Report dates listed in the RFP, and as set forth in COLLABORATIVE'S response proposal dated March 11, 2020 (Exhibit A).

III. CONSIDERATION AND TERMS OF PAYMENT

- A. Consideration. All services performed by COLLABORATIVE pursuant to this CONTRACT shall be paid by HOUSTON as follows:
- Compensation. HOUSTON agrees to pay COLLABORATIVE EIGHTEEN THOUSAND THREE HUNDRED TWENTY dollars (\$18,320.00), inclusive of expenses.
- B. Payments. COLLABORATIVE will provide HOUSTON invoices reflecting the requisite services performed necessary for COUNTY to meet each Milestone Report required by the MNHS. Invoices shall be promptly paid within thirty (30) days of the COUNTY receiving payment by MNHS for each MNHS approved Milestone Report.

IV. AUTHORIZED REPRESENTATIVES

All official notifications, including but not limited to, cancellation of this CONTRACT must be sent to the other party's authorized representative.

- A. HOUSTON's authorized representative for the purpose of administration of this CONTRACT is:

Name: Theresa Arrick-Kruger
Address: HRD/Facilities Mgr.
304 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-5822
E-Mail: Theresa.Arrick-Kruger@co.houston.mn.us

- B. COLLABORATIVE'S authorized representative for the purpose of administration of this CONTRACT is:

Name: Craig Milkert
Project Manager, Structural Engineer
Address: 125 Main Street SE, Suite 240
Minneapolis, MN 55414
Telephone: (612) 332-3654
E-Mail: cmilkert@cdg-mn.com

V. CANCELLATION AND TERMINATION

This CONTRACT may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, COLLABORATIVE shall be entitled to reimbursement for expenses as set forth above.

VI. ASSIGNMENT

COLLABORATIVE shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of HOUSTON.

VII. LIABILITY

COLLABORATIVE employees and agents at all time remain under the direction and supervision of COLLABORATIVE. HOUSTON employees shall at all times remain under the direction and supervision of HOUSTON. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Notwithstanding, each party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this CONTRACT.

VIII. INSURANCE REQUIREMENTS

COLLABORATIVE shall maintain General Liability, Commercial Auto, Professional liability, and Workers' Compensation coverage at the recommended levels set by the Minnesota Counties Insurance Trust (MCIT) throughout the term of this agreement. HOUSTON and COLLABORATIVE agree that at all times during the term of this CONTRACT to maintain:

- Comprehensive General Liability - \$1.5 million minimum per occurrence
- Excess Liability Coverage - \$3 million over the general and automobile coverage.
- Auto Liability: \$1.5 million combined single limit
- Workers Compensation as required by Minnesota Statutes

COLLABORATIVE agrees to maintain the above required insurance and shall provide the COUNTY with thirty (30) days written notice of any proposed changes prior to the cancellation, non-renewal or material changes. An ACORD Certificate of Liability Insurance for the above listed coverage shall be supplied to COUNTY by COLLABORATIVE for each calendar year covered by the term of this AGREEMENT (Exhibit B).

IX. GOVERNMENT DATA PRACTICES

COLLABORATIVE agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties in accordance with this CONTRACT. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to

in this clause by either COLLABORATIVE or HOUSTON. Further, COLLABORATIVE will notify the HOUSTON within two business days of any request it receives to release data as a result of this CONTRACT.

XIV. INTELLECTUAL PROPERTY RIGHTS

All work and reports generated as a result of this agreement are the property of HOUSTON. All materials delivered to COLLABORATIVE by HOUSTON and work generated by COLLABORATIVE as a result of this agreement will be delivered within ten business days of HOUSTON's request for documents.

XV. AMENDMENTS

Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

XVIII. JURISDICTION/VENUE

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota. All proceedings related to the CONTRACT shall be venued in Houston County, Minnesota.

XIX. SURVIVAL OF TERMS

The following clauses survive the expiration, cancellation or termination of this CONTRACT: VII, Liability; IX, Government Data Practices Act; XIV, Intellectual Property Rights; and XVIII, Jurisdiction/Venue.

THIS SPACE INTENTIONALLY BLANK

SIGNATURE PAGE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed intending to be bound thereby.

APPROVED:

HOUSTON COUNTY

By: (authorized signature)

Name: Eric Johnson
Title: County Board Chair
Date: April 24, 2020

HOUSTON COUNTY

By: (authorized signature)

Name: Theresa Arrick-Kruger
Title: HRD/Facilities Mgr.
Date: April 24, 2020

APPROVED AS TO FORM AND EXECUTION:

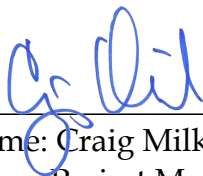
By:

Name: Samuel Jandt
Title: County Attorney
Date: April 24, 2020

APPROVED:

COLLABORATIVE DesignGroup, inc.

By: (authorized signature)



Name: Craig Milkert
Title: Project Manager
Date: April 24, 2020

EXHIBIT A

Proposal for Houston County

Historic Jail Construction Planning Study

EXHIBIT B

ACORD Certificate of Liability Insurance

Houston County Agenda Request Form

Date Submitted: April 3, 2020

BOARD DATE: April 14, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The Highway department solicited bids for CP 2020-01, for stockpile aggregate delivered (maintenance rock) for various highways in Houston County.

Attachments/Documentation for the Board's Review:

Abstract of bids is attached.

Justification:

Action Requested:

Board approval needed to accept the lowest responsible bid per road. Bruening rock was low on CSAH roads, 5A, 5B, 8A, 8B, 11, 19, and 31. Milestone Materials was low on CSAH roads 12, 20, 22, 23, 24, 28, 32 and 249.

For County Use Only			
Reviewed by:	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (indicate dept)	_____
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

ABSTRACT OF BIDS
HOUSTON COUNTY, MINNESOTA
C.P. 2020-01 (STOCKPILE AGGREGATE, CLASS 5 (DELIVERED))
March 30, 2020

Road #	Quantities Bid		Bruening Rock		Milestone Materials		Nelson Rock Products
C.S.A.H. 5A	3,400	Tons	9.6590	32,840.60	11.37	38,658.00	No Bid Bond / Not Read
C.S.A.H. 5B	3,300	Tons	9.6590	31,874.70	11.37	37,521.00	
C.S.A.H. 8A	800	Tons	10.0390	8,031.20	10.79	8,632.00	
C.S.A.H. 8B	500	Tons	10.0390	5,019.50	10.82	5,410.00	
C.S.A.H. 11	2,300	Tons	10.5390	24,239.70	10.73	24,679.00	
C.S.A.H. 12	2,200	Tons	10.5390	23,185.80	9.23	20,306.00	
C.S.A.H. 19	2,300	Tons	10.5390	24,239.70	11.38	26,174.00	
C.S.A.H. 20	4,100	Tons	10.9990	45,095.90	9.23	37,843.00	
C.S.A.H. 22	2,600	Tons	10.9990	28,597.40	10.35	26,910.00	
C.S.A.H. 23	2,000	Tons	10.9990	21,998.00	10.30	20,600.00	
C.S.A.H. 24	1,100	Tons	10.9990	12,098.90	8.93	9,823.00	
C.S.A.H. 28	2,000	Tons	9.9990	19,998.00	9.07	18,140.00	
C.S.A.H. 31	1,100	Tons	9.6690	10,635.90	10.85	11,935.00	
C.S.A.H. 32	1,400	Tons	10.0390	14,054.60	7.66	10,724.00	
C.R. 249	3,900	Tons	10.5390	41,102.10	9.23	35,997.00	
	33,000.00			343,012.00		333,352.00	

* low bid

Average Cost per Ton

10.39

10.10

Contract Amounts

\$ 136,881.30

\$ 180,343.00

Houston County Agenda Request Form

Date Submitted: April 3, 2020

BOARD DATE: April 14, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to accept all quotes for CP 2020-02 for aggregate stock piles.

Attachments/Documentation for the Board's Review:

Abstract of quotes will be available, Monday, March 30, 2020

Justification:

We do this to have rock prices available at various quarries around the county for regular maintenance or in the case of a disaster or other event that would require additional rock.

Action Requested:

Board approval to accept all quotes.

For County Use Only						
Reviewed by:	_____	County Auditor	_____	County Attorney	_____	Zoning Administrator
	_____	Finance Director	_____	County Engineer	_____	Environmental Services
	_____	IS Director	_____	Other (indicate dept)	_____	
<u>Recommendation:</u>						
<u>Decision:</u>						

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

ABSTRACT OF BIDS
HOUSTON COUNTY, MINNESOTA
C.P. 2020-02 (STOCKPILE QUOTES)
March, 30, 2020

Prices good through May 15, 2021								
Quantities	U of M	Milestone Materials	Nelson Rock Products	Bruening Rock Products, Inc	Van Gundy Excavating	Botcher Construction Co., Inc	Gjere Construction	Ron Weymiller
Stockpile Aggregate Class 5	Ton	7.30	7.20	8.30	8.00	8.00	9.35	7.85
Stockpile Aggregate Class 5Q	Ton	No Bid	7.20	8.30	8.00	8.00	No Bid	No Bid
Stockpile Aggregate Class 5 Modified	Ton	No Bid	7.50	8.30	8.00	8.00	No Bid	No Bid
Stockpile Aggregate Type Special	Ton	7.00	7.50	8.30	8.00	8.00	No Bid	No Bid
Rip Rap, Class III	Ton	13.51	12.00	12.30	12.00	8.00	13.20	10.00
Rip Rap, Class IV	Ton	13.51	12.50	12.30	12.00	8.00	13.20	10.00
Rip Rap, Class V	Ton	13.51	12.50	12.30	12.00	8.00	No Bid	10.00
Quarry-Run Riprap	Ton	6.00	7.20	7.95	8.00	8.00	No Bid	7.65

Houston County Agenda Request Form

Date Submitted: April 3, 2020

BOARD DATE: April 14, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to accept all quotes for CP 2020-03 for equipment rental.

Attachments/Documentation for the Board's Review:

Abstract of quotes will be available, Monday, March 30, 2020

Justification:

We do this to have equipment rental prices on file in case of a disaster or other event that would require us to rent additional equipment.

Action Requested:

Board approval to accept all quotes.

For County Use Only

Reviewed by:

County Auditor

Finance Director

IS Director

County Attorney

County Engineer

Other (indicate dept)

Zoning Administrator

Environmental Services

Recommendation:

Decision:

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

ABSTRACT OF BIDS
HOUSTON COUNTY
C.P. 2020-03 Equipment Rental
3/30/2020

Cost Code	Equipment	Specification	Capacity/ Size	HP	Notes	Unit	Labor code	Bruening Rock Products, Inc	Beach Trucking	Griffin Construction Co., Inc	Myhre Construction	Ole's Excavating		Schneider Landscaping	Van Gundy Excavating, LLP	Rick Denstad	Zenke Inc
	Labor							65.00		75.00	65.00	50.00		60.00	70.00		77.00
8191	Chain Saw	Bar Length	25 In			hour	101	85.00		85.00	80.00	50.00		80.00	75.00		
8250	Dozer, Crawler			to 65		hour	364	118.00			160.00	125.00					
8251	Dozer, Crawler			to 105		hour	364	146.00			160.00	125.00			140.00		155.00
8252	Dozer, Crawler			to 160		hour	364	184.00			175.00				150.00		165.00
	Dozer, Crawler			to 200		hour	364	233.00		220.00					190.00		
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	313	131.00			140.00	125.00		135.00	130.00		
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	313	146.00			150.00	125.00			160.00		160.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	313	221.00		230.00	225.00				225.00		237.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	305	276.00		265.00					265.00		
8333	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment	hour	306	174.00		150.00					160.00		165.00
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	to 35		hour	344	113.00			125.00	110.00					
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour	344	113.00		130.00	140.00	110.00		125.00			
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour	344	124.00			150.00	110.00		125.00	110.00		110.00
8543	Loader, Skid-Steer	Operating Capacity	4000 Lbs	to 94		hour	344	141.00			155.00	110.00			125.00		
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105		hour	344	146.00			160.00						
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	344	163.00								120.00	
8394	Loader, Wheel	Bucket Capacity	4 CY	to 200		hour	344	195.00		170.00					160.00		165.00
8395	Loader, Wheel	Bucket Capacity	5 CY	to 250		hour	315	233.00							180.00		
8571	Loader-Backhoe, Wheel	Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	313	146.00			160.00						
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	313	156.00			165.00						144.00
	Truck, Dump	Truck Capacity	4 CY			hour					90.00	90.00		120.00			
8721	Truck, Dump	Truck Capacity	10 CY	to 235		hour	613	103.00		100.00	110.00	90.00					
8722	Truck, Dump	Truck Capacity	12 CY	to 255		hour	607	103.00	95.00	105.00	120.00	90.00			90.00	80.00	90.00
8723	Truck, Dump	Truck Capacity	18 CY	to 330		hour	604	136.00							95.00		95.00
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	613	108.00		110.00							
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	607	141.00							125.00		150.00
2124	Shouldering Machine					hour	383	168.00									
2124	Tandem Truck w/ Pup Trailer	Truck Capacity Pup Capacity	10 CY 10 CY			hour	602	131.00									
	Power Broom					hour		113.00			130.00						
	Pneumatic - Tired Roller					hour		146.00		160.00							
2124	Semi Tractor w/ belly dump					hour	602	131.00		115.00							
	Semi Tractor w/ end dump					hour		118.00		115.00							
	Semi Tractor w/ side dump					hour											140.00
	Lowboy					hour	603	271.00		210.00					200.00		205.00
	Hydroseeder		1200 gallon Mixed tank			hour	203					(Machine Rental only)		650.00			
	Hydroseeder		1200 gallon Mixed tank			Tank	203				900.00			800.00			
	Hydroseeder		1600 gallon			Tank	203										
	Turf Tractor & Tiller					hour	203	118.00			125.00			125.00			
	Small Square Bale Mulcher					hour	203				185.00			200.00			
	Large Square Bale Mulcher					hour	203				210.00			225.00	205.00		
	Skid Loader Attachments	Harley Rake Land Levelor			w/Skidsteer	hour	344			155.00	165.00			145.00			
	Silt Fence Machine					hour		86.00			160.00			175.00			113.00
	Silt Fence Machine					lin ft	366	-			7.00			5.00	5.00		
	Haul Truck					hour	204	179.00		220.00 260.00 160.00					180.00		180.00
	Sheeps Foot					hour	396	113.00			17500				140.00		144.00
	Skidder					hour	385	-			160.00				150.00		
	65 Ton Crane					hour	304	287.00									

Houston County Agenda Request Form

Date Submitted: April 10, 2020

BOARD DATE: April 14, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to approve the low bid for CP 2020-06 Otta Seal Surfacing on CSAH 24.

Attachments/Documentation for the Board's Review:

Abstract of bids will be available, Monday, April 13, 2020.

Justification:

Action Requested:

Board approval to accept lowest responsible Bidder.

For County Use Only			
<u>Reviewed by:</u>	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning Administrator
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> Environmental Services
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

Houston County Agenda Request Form

Date Submitted: April 3, 2020

BOARD DATE: April 14, 2020

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The Highway department solicited quotes for its annual liquid chloride used in dust control on our gravel roadways. The quote also includes gallons for townships and cities.

Approximately 50,550 gallons are for the County and 36,450 are for Cities and Townships.

Attachments/Documentation for the Board's Review:

Summary of Quotes is attached.

Justification:

Action Requested:

Accept the lowest quote from Bluff Country Brine.

For County Use Only			
Reviewed by:	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (indicate dept)	
Recommendation:			
Decision:			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

ABSTRACT OF BIDS
HOUSTON COUNTY, MINNESOTA
CALCIUM CHLORIDE QUOTE
APRIL 3, 2020

Item #	Item	Contractor Unit	Bluff Country Brine	Northern Salt	Envirotech Services Inc
			Unit Price	Unit Price	Unit Price
1	Delivered by tanker truck to Caledonia	Gallons	0.998	1.015	1.100
2	Delivered by tanker truck to Spring Grove	Gallons	0.998	1.015	1.100
3	Delivered & Applied to various county roads	Gallons	1.033	1.161	1.350
	Minimum Transport load	Gallons	4,000.00	4,300.00	4,000.00