

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: February 9, 2021

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

*Virtual meeting held due to Peacetime Emergency Declaration in response to COVID-19 Pandemic.

Members Present via Computer:

Dewey Severson, Eric Johnson, Robert Burns, Teresa Walter, and Greg Myhre

Others Present via Computer/Phone:

Auditor/Treasurer Donna Trehus, Reporter Craig Moorhead, Reporter Charlene Selbee, Finance Director Carol Lapham, Human Resources Director Theresa Arrick-Kruger, Public Health and Human Services Director John Puleasa, Public Health Supervisor Heather Myhre, Social Services Supervisor Bethany Moen, Engineer Brian Pogodzinski, Water Planner/Technician Root River SWCD Daniel Wermager, District Manager SWCD Dave Walter, Board Clerk Allison Wagner

Presiding: Chairperson Burns

Call to order.

Pledge of Allegiance.

Commissioner Johnson said items No. 3 and 4 from action items should be tabled until the next regular board meeting. Motion was made by Commissioner Johnson, seconded by Commissioner Severson, motion unanimously carried to approve the agenda with the changes noted.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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Motion was made by Commissioner Severson, seconded by Commissioner Walter, motion unanimously carried to approve the agenda.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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Public Comment: No public comments were made.

Public Health and Human Services Director Puleasa and Public Health Supervisor Myhre provided an update on the COVID-19 pandemic and response from Public Health and Human Services. They shared with the board that they had vaccinated 407 people on Friday, February 5th at the Four Seasons Community Center in Caledonia: 85 second-round doses and 322 first-round

doses. Pogleasa said they were almost done vaccinating focus group 1A. 15-16% of the Houston County population had been vaccinated. This includes vaccinations that Houston County Public Health, pharmacies, and healthcare providers have given. Myhre said that each time Public Health has a vaccine day, they are learning and making adjustments to make the process as efficient as possible. They asked the public to try to arrive to appointments as close to the appointment time as possible. If residents arrive early it is helpful if they wait inside their vehicles and enter the building as close the appointment time as possible, so that Public Health can make sure there are not too many people in the building at once. They also shared that Fillmore and Houston County had received some grant funds to share to help offset staffing costs for vaccinating residents.

Commissioner Walter moved, Commissioner Severson seconded, motion unanimously carried to approve the Consent Agenda.:

- 1) Change Nicole Konkel's employment status from probationary Deputy Auditor/Treasurer – Licence Center to regular status B22, Step 2 effective February 18, 2021.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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ACTION ITEMS

File No. 1 – Commissioner Walter moved, Commissioner Severson seconded, motion unanimously carried to approve MOA: One Watershed One Plan Mississippi River-Winona La Crescent Watershed Memorandum of Agreement.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 2 - Commissioner Walter moved, Commissioner Myhre seconded, motion unanimously carried to approve Resolution 21-11 Local Agency Bond Resolution. The resolution is below.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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RESOLUTION 21-11 Local Agency Bond Resolution Houston County

WHEREAS, the County of Houston has issued and sold bonds, dated January 25, 2021, in the amount of \$2,945,000 exclusively for the purpose of establishing, locating, relocating, constructing, reconstructing or improving its State Aid Highways in accordance with Minnesota Statute 162.181, and

WHEREAS, said County of Houston has irrevocably pledged to the sinking funds from which said obligations are payable, that amount of their future State Aid allotments needed to pay the principal and interest thereon; which principal payments shall be made from the Construction Account and the interest payments made from their Maintenance Account, and

WHEREAS, the County agrees to certify to the Commissioner of Transportation within 30 days following issuance of the bond, the amount of total obligation and the amount of

principal and interest required to be paid annually in accordance with Minnesota Rules 8820.1500, Subp. 11.

NOW, THEREFORE, BE IT RESOLVED: That the Commissioner of Transportation be and is hereby requested upon receipt of this resolution to annually certify to the Commissioner of Finance the sum of money required for the principal and interest on said bonds.

File No. 3 – Item tabled until next meeting.

File No. 4 – Item tabled until next meeting.

File No. 5 - Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve Change Order No. 3 to install a colored (painted) roof over the highway office in lieu of galvalume as originally proposed.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 6 - Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve State of MN OSA 2020 engagement letter and authorize signatures of Board Chair and Finance Director.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 7 - Commissioner Myhre moved, Commissioner Walter seconded, motion unanimously carried to approve ratification of MCCC Amendment No. 7 – Maintenance and Support Agreement – Property Tax. This agreement is necessary to ensure tax program support until a new, windows-based system is in place.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 8 - Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve request for the transfer of \$500,000 from Road & Bridge funds to 37-809 Capital Project Highway Facility to cover the 2021/01/31 fund deficit after the project payments approved on 2021/01/26.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 9 - Commissioner Walter moved, Commissioner Johnson seconded, motion unanimously carried to approve 2021-2023 Law Enforcement Labor Services, Inc., Local 237 (License Deputies Unit) and the County of Houston.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 10 - Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to approve grant extension as presented and authorize Chairperson Burns to sign DocuSign documents.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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DISCUSSION ITEMS

Chairperson Burns updated the board that the Meyer Building was in need of a new furnace that would be replaced soon.

Commissioners discussed the possibility of summarizing future resolutions within board minute summaries that are printed in the official newspaper. It had been the County's policy to print resolutions in the official newspaper in full. It was the general consensus of the board to only print a summary of resolutions in the official newspaper going forward. If residents wanted to read the resolutions in their entirety, residents could read them on the County website or in a resolution book kept at the Historic Courthouse.

Commissioner Johnson asked if the County should open its doors to the public. The doors had been locked due to the Covid-19 pandemic, and residents had been entering the Historic Courthouse by appointment only. It was the general consensus of the board to unlock the door starting Tuesday, February 16th. Masks would still be required by all entering the building. Human Resources Director Theresa Arrick-Kruger and Auditor Donna Trehus would work on a rotating schedule for employees to monitor the door and remind those entering to wear masks and social distance.

There being no further business at 10:43 a.m., a motion was made by Commissioner Myhre, seconded by Commissioner Johnson, unanimously carried to adjourn the meeting. The next meeting will be a workgroup session on February 16th. The next regular meeting will be on February 23, 2021.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: February 16, 2021

9:01 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

*Virtual meeting held due to Peacetime Emergency Declaration in response to COVID-19 Pandemic.

Members Present via Computer:

Dewey Severson, Eric Johnson, Robert Burns, Teresa Walter and Greg Myhre

Others Present via Computer/Phone:

Auditor/Treasurer Donna Trehus, Finance Director Carol Lapham, Human Resources Director Theresa Arrick-Kruger, Recorder Susan Schwebach, Board Clerk Allison Wagner

Board Workgroup Session

Call to order.

Commissioners discussed the 45-day review of the Houston County/CEDA addendum to the Professional Services Agreement providing an additional eight hours of CEDA services per week to assist the County as Clerk to the Board of Commissioners. It was the general consensus of the Board and CEDA that things were going well, and that the eight additional contract hours per week was sufficient time to complete the additional work.

Commissioners discussed additional items, including Association of Minnesota Counties (AMC) updates, various meetings Board members had attended, and progress on the County highway shop. Commissioners also discussed the Assessor office position, Solid Waste Department, and got an update from the Recorder's Office.

The workgroup session ended at 10:17 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

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: 9-Feb-21

Person requesting appointment with County Board: Aaron Lacher

Issue:

Service Agreement with Dynamic Lifecycle Innovations. County Attorney Jandt has reviewed and recommended changes, which Dynamic incorporated.

Justification:

Action Requested:

Final Approval by the County Board.

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.



Minnesota State Program Service Agreement

Parties:	
Recycler:	Dynamic Lifecycle Innovations
Customer:	Houston County
Pricing:	
Minnesota State Program	See attached pricing table section F

This Agreement, on the 27th day of January, 2021 is entered into by and between **Houston County**, 304 South Marshall Street, Room 202, Caledonia, MN 55921 (hereafter referred to as "CUSTOMER") and **Dynamic Lifecycle Innovations**, N5549 County Road Z, Onalaska, WI 54650 (hereafter referred to as "DYNAMIC").

CUSTOMER hereby engages DYNAMIC to recycle CUSTOMER's electronics for end-of-life recycling and asset reuse/recovery, and DYNAMIC agrees to be so engaged, to collect and handle CUSTOMER's electronic waste for processing and final disposition.

Now, therefore, it is agreed as follows:

A. Definitions

For the purpose of this Agreement the following definitions shall apply:

"Collector" means a public or private entity that receives covered electronic devices from households and arranges for the delivery of the devices to a recycler.

"Program Year" means the period from July 1 through June 30. The first program year was 2007.

"Computer" means an electronic, magnetic, optical, electrochemical, or other high-speed data processing device performing logical, arithmetic, or storage functions, but does not include an automated typewriter or typesetter, a portable handheld calculator or device, or other similar device.

"Covered electronic device" means computers, including tablet computers and laptop computers, peripherals, facsimile machines, DVD players, video cassette recorders, and video display devices that are sold to a household by means of retail, wholesale, or electronic commerce.

"Household" means an occupant of a single detached dwelling unit or a single unit of a multiple dwelling unit located in this state, who has used a video display device at a dwelling unit

DYNAMIC are generated from Minnesota Consumers. In the event that CUSTOMER sends Non-Program or Business electronics, CUSTOMER agrees to be charged at DYNAMIC's Standard pricing. Minnesota eligible electronics include the following; "covered electronic devices" (CEDs), which includes any Minnesota household or consumer-sourced video display devices, consumer computers (including tablets and laptops) and peripherals, consumer facsimile machines, DVD players and video cassette recorders. **CUSTOMER must notify DYNAMIC, and clearly designate at time of scheduling drop off/pick up, what is program eligible/non-program eligible. DYNAMIC is to retain all program eligible recycling credits.**

CUSTOMER shall separate all electronic waste to be recycled, by material type as specified in the pricing section, sorted on to Skid Pallets/Gaylord containers to facilitate the collection and recycling of electronic material, or additional sort fee may apply. To ensure safe transport, all material must be secure and stable before being picked up by DYNAMIC. DYNAMIC will provide packaging guidelines to CUSTOMER upon request. In no event will CUSTOMER place hazardous waste in, or on, such packaging materials. **(Hazardous waste is defined as any radioactive or pathogenic item, asbestos, or any item containing hazardous chemicals which pose a health risk to DYNAMIC's employees, other than those which are normally and routinely contained within the electronic devices to be recycled.)**

CUSTOMER guarantees that all electronics are collected in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to the Minnesota Electronics Recycling Act (115A.1310).

CUSTOMER agrees to adhere to all of the terms and conditions of this Agreement and to pay invoices for services applicable for the recycling of electronic waste provided to DYNAMIC.

D. Obligations of Recycler: Dynamic Lifecycle Innovations

DYNAMIC shall respond via email or phone to request(s) for pick-ups and/or load deliveries from CUSTOMER within two (2) business days and provide confirmation of said pick-up requests, if applicable, within three (3) business days.

- All requests should be sent via email to: orderrequests@thinkdynamic.com. Request should include a bill of lading with the number of skids to be picked up, any supplies needed in return, and any specific dates/times/special instructions for the trucking. Bill of Lading should also describe the origin of the shipment.

DYNAMIC shall inspect the shipment and delivery receipt upon acceptance of an electronic load to ensure that the receipt accurately reflects the shipment documentation created by CUSTOMER. DYNAMIC shall inspect any Skid Pallets/Gaylord Containers, when applicable, to confirm that the correct recycling materials have been received, sorted, and not tampered with prior to its delivery to DYNAMIC's processing facility. Please note that all loads will be settled based off DYNAMIC's weights when the material is received.

Dynamic_Houston County Service Agreement 1.27.21 Minnesota v3

End of Life Recycling Services – MN Program	Rates
CRT Televisions	Charge \$0.165/lb.
LCD Televisions	Charge \$0.165/lb.
Projection & Wood Console Televisions	Charge \$0.165/lb.
CRT Monitors	Charge \$0.15/lb.
LCD Monitors	Charge \$0.15/lb.
Desktops/Laptops/Servers (Mixed)	Credit \$0.18/lb.
Laptops (Separated)	Credit \$0.55/lb.
Covered Electronic Devices or CEDs (Mixed: Desktop Printers, Fax Machines, DVD Players, VCRs & Keyboards)	Charge \$0.045/lb.
Covered Desktop Printers & Fax Machines (Separated)	Charge \$0.02/lb.
End of Life Recycling Services – Non-Program	Rates
Miscellaneous Electronic Devices (Stereos, Stereo Speakers, Gaming Consoles, Small Household Appliances, etc.)	Charge \$0.18/lb.
Floor Copiers & Desktop Printers & Fax Machines (Separated)	Charge \$0.10/lb.
Microwaves	Charge \$0.08/lb.
Refrigerant-Containing Appliances (No Ammonia-Containing Appliances)	Charge \$11.00/unit
Broken or Salvaged Televisions & Monitors; CRT Glass	Call for Pricing
Battery-Containing Devices	Call for Pricing
Batteries, Lamps or Scrap Commodities	Call for Pricing
Labor	Rates
Sorting for any electronics not sorted to the above categories, or to remove any electronics in packaging (i.e. small boxes or “blister” packaging)	Charge \$60.00/hr.
Logistics Services	Rates
53' Semi Availability	Charged \$300/load

Pricing is for whole-units. Electronics missing commodities are subject to price downgrades.

Any and all material deemed as non-conforming will be charged at Dynamic's current standard rates at Dynamic's sole discretion.

G. Payment Terms and Invoicing

All Statements and Certificates of Recycling from DYNAMIC will be emailed out upon completion of contracted recycling service, within thirty (30) business days of delivery. Payments shall be due thirty (30) days from the date of said invoice. Any invoices not paid within such thirty (30) days shall bear interest at one and one-half percent (1 ½%) per month.

H. Indemnification

DYNAMIC shall indemnify and hold CUSTOMER harmless, at all times, from and after the date of this Agreement against and with respect to all damages, losses, costs and expenses which CUSTOMER may suffer or incur in connection with:

- i. DYNAMIC's failure to perform its obligations under Section D of this Agreement.
- ii. The breach by DYNAMIC of any other agreement, representation, warranty, or

Dynamic_Houston County Service Agreement 1.27.21 Minnesota v3

L. Waiver

Except as expressly provided in this Agreement, waiver by either party or failure by either to claim a breach of any provision of this Agreement, shall not be a waiver of any breach or subsequent breach of the same or a similar provision.

M. Binding Effect

This Agreement shall be binding upon and adhere to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns.

N. Severability

If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable, that provision shall be enforced to the greatest extent permissible so as to affect the intent of the parties hereto, and the legality, validity, and enforceability of the remaining provisions shall in no manner be affected or impaired thereby. If necessary to affect the intent of parties, the parties will negotiate in good faith to amend this Agreement to replace the illegal, invalid or unenforceable provision with a legal, valid and enforceable provision which, as closely as possible, will reflect such intent.

O. Force Majeure

Notwithstanding any other provision contained in this Agreement, if either party is delayed or prevented from performing its obligations under this Agreement by any cause beyond its reasonable control including, but not limited to, acts of God, war or other public disorder, governmental laws or orders, strikes or labor disturbances, the unavailability of labor or fuel, or other failure or delays of transportation which by exercise of due diligence, either party could not be expected to avoid. In such instances that party's performance shall be suspended or excused without damages, cost or penalties while such cause exists. The party whose performance is affected by any of these occurrences shall use its best efforts to overcome the event and shall have a reasonable time after cessation of the event to commence its performance.

P. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to choice of law provisions, and the parties hereby consent exclusively to the jurisdiction of the United States District Court Western Division of Wisconsin, or the Circuit Courts of La Crosse County, Wisconsin, with respect to any action brought under this Agreement and waive any objections relating to jurisdiction and improper venue or forum to the conduct of any proceeding in any such court.

**HOUSTON COUNTY
AGENDA REQUEST FORM
February 23, 2021**

Date Submitted: 02.18.2021

By: Tess Kruger, HRD/Facilities Mgr.

APPOINTMENT REQUEST

- **Labor Negotiations – Closed Session pursuant to Minn. Stat. § 13D.03, Subd. 1, (b) “to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.”**

ACTION ITEM

- **Consider for approval the 2021-2023 Law Enforcement Labor Services, Inc., Local #415 (Licensed Lieutenants Unit) and the County of Houston (See attached)**

HR CONSENT AGENDA REQUEST

Assessor’s Office

- **Appoint Lucas Onstad as a probationary County Assessor C-53, Step 3, effective immediately conditioned on approval of the Commissioner of Revenue. (See Minn. Stat. §273.061, Subd. (2b))**

Environmental Services

- **Approval to conduct a competitive search for a Recycling Center Lead.**
- **Approval to conduct a competitive search for a part-time 14 hour per week clerical position B-21, Step 1)**

Public Health & Human Services

- **Change the employment status of Myra Harris Johnson, Social Worker from probationary to regular, effective March 1, 2021.**

<u>Reviewed by:</u>	<input checked="" type="checkbox"/> HR Director	<input type="checkbox"/> County Sheriff	_____
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	_____
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS Other (indicate dept)	_____
	<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> Assessor	_____
	<input checked="" type="checkbox"/> Environmental Svcs		

Recommendation:

Decision:

LABOR AGREEMENT
BETWEEN
LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL #415
(Licensed Lieutenant Unit)

AND

THE COUNTY OF HOUSTON
JANUARY 1, 2021 - DECEMBER 31, 2023

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This Labor Agreement is entered into between the Houston County Board of Commissioners, hereinafter the "Employer" and the Law Enforcement Labor Services, Inc., Local #415, hereinafter the "Union".

ARTICLE 1. PURPOSE

1.1

To establish the foundation for harmonious and effective labor-management relationship;

1.2

To provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;

1.3

To specify the full and complete understanding of the parties; and

1.4

To memorialize in writing the parties agreement regarding rates of pay, hours of work, and other terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

2.1

The Employer recognizes the Union as the exclusive representative for purpose of meeting and negotiating the terms and conditions of employment for all Employees in the bargaining unit composed of: All licensed Lieutenant essential employees of the Houston County Sheriff's Office, Caledonia Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential, and all other employees, as certified by the Bureau of Mediation Services, Case No.18-PLC-0072.

2.2

Job classifications considered to be within the bargaining unit and covered by this Agreement are as follows:

Deputy Sheriff Lieutenant

Deputy Sheriff Lieutenant, Canine Handler

2.3

Disputes which may occur between the Employer and the Union, as to the inclusion or exclusion of a new or revised job classification in the unit defined above, shall be referred to the Bureau of Mediation Services for determination.

2.4

The employer agrees not to enter into any agreement individually or collectively with employees in this unit, or with any other labor organization with regard to employees in this unit, which alters or conflicts with the terms and conditions of this Agreement.

ARTICLE 3. SCOPE OF AGREEMENT

3.1

It is the intention of the Union and the Employer that the coverage of this Agreement is limited to the "terms and conditions of employment," which are defined as the hours, wages, and working conditions that are specifically established herein and are not in conflict with any statute of the State of Minnesota or rules or regulations promulgated thereunder.

3.2

The Union recognizes that certain terms and conditions of employment are established by statutes of the State of Minnesota. It is the intention of the parties that this Agreement supplements such statutes. In the event this Agreement is in conflict with such statutes the latter shall prevail.

ARTICLE 4. EMPLOYER AUTHORITY

4.1

It is recognized by both parties that except as expressly stated herein, the Employer, through the County Sheriff, shall retain rights and authority necessary to operate and direct the affairs of Houston County Sheriff's Office in all of its various aspects, including, but not limited to: the right to direct the working forces; to plan, direct and control all operations and services of the department, to determine the methods, means, organization and number of personnel by which operations and services are to be conducted; to assign and transfer Employees; to schedule working hours, and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve Employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities. It is also recognized by both parties that the Employer shall retain the authority and prerogatives to:

4.1.1

Operate and manage affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including County Personnel Policies and Work Rules;

4.1.2

Maintain the efficiency of the government operations; and

4.1.3

Take whatever actions may be necessary to carry out missions of the County in emergencies.

4.2

Any term or condition of employment not explicitly established by this agreement shall remain with the Employer to establish, modify or eliminate.

ARTICLE 5. UNION RIGHTS AND SECURITY

5.1

The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly dues. Such monies and listing of employees from whom such deduction has been made shall be remitted as directed by the Union.

5.2

The Union may designate two (2) employees from the bargaining unit to act as stewards and shall inform the Employer within ten (10) days, in writing of such choice and changes in the position of Steward. Stewards shall have the right to process grievances, as established by Article 21 (Grievance Procedure) and other duties and responsibilities as established by this Agreement.

5.3

Up to two (2) stewards shall be compensated, at straight-time, for the actual time spent in negotiations. The time spent in negotiations shall not be used to create overtime or comp time in calculating the total hours worked for the pay period.

5.4

The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union recreational or social affairs and any other items specifically approved by the Employer. The Union agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

5.5

The Union agrees to indemnify and hold the Employer harmless against any claims, suit, order, or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provision of this Article.

5.7

The Union will receive a two (2) week notice of changes in the established work rules unless such change is necessitated by an emergency situation.

ARTICLE 6. EMPLOYMENT STATUS

6.1

Personnel employed and scheduled for eighty (80) hours per two-week pay period shall be defined as regular full-time employees.

6.2

The work week for fulltime employees shall be forty (40) hours per week, eight (8) hours per day or ten (10) hours per day, including a one-half (1/2) hour paid lunch hour per day.

ARTICLE 7. TRIAL WORK PERIOD

7.1

The trial work period for Lieutenant shall be one (1) year.

7.2.

The trial work period shall serve as a period of time during which the employee's fitness and ability to perform job classification duties and responsibilities shall be evaluated.

7.2.1

At any time during the trial work period an employee who had been promoted to Lieutenant from within the Department may be demoted, at the discretion of the Sheriff, with two (2) weeks prior notice to the Human Resources Office and the County Board. Employees demoted during a promotional period:

- Shall receive written notice of any reasons for such demotions;
- Shall have the right to return to their previously held job classification; and
- Shall be compensated at their salary prior to the promotion.

7.2.2

With the Sheriff's approval and two (2) weeks prior notice to Human Resources Office and the County Board, employees shall have the right, at any time during the promotional trial work period to voluntarily demote to their previously held job classification, wage step, and seniority.

7.3

Employees shall, during the first six months of a trial work period, accumulate sick leave and vacation as provided by Articles 11 and 12. During the trial work period, employees may request the use of accumulated sick leave but not accumulated vacation. Internally promoted deputies to the rank of Lieutenant may continue to use accrued sick leave and accrued vacation while serving a trial work period.

ARTICLE 8. HOURS OF WORK AND SHIFT BIDDING

8.1

The scheduled workday, work week and work shift shall be established and posted by the Sheriff on a monthly basis. Each month's schedule shall be posted no later than the twentieth (20th) of the preceding month.

8.1.1

The Sheriff will notify the Employee at least ten (10) calendar days prior to implementation of changes to the schedule.

8.1.2

Nothing in the Agreement shall prohibit the Sheriff from changing the permanent work schedule to meet emergencies.

8.2

The normal work week for all Employees shall be forty (40) hours per week with eight (8), or ten (10) per day including a one-half (1/2) hour paid lunch break per day.

8.2.1

Notwithstanding the provisions of Article 8.2, the Employer and employee may, by mutual agreement, deviate from the normal workweek or workday. This does not restrict the Sheriff in changing the work schedule pursuant to the provisions of Article 8.1.

8.3

All employees shall be at their assigned duty station ready for work at their scheduled starting time and remain in a duty status until the scheduled quitting time or until relieved by the Employer.

8.4

Nothing in the Agreement shall be construed as, and is not intended to be, a guarantee of any hours of work per normal week or day.

8.6

The normal work day shall consist of eight (8), or ten (10) hour shifts. The normal work year for full-time employees is two thousand eighty (2,080) hours to be accounted by each employee through:

- A. Hours worked on assigned shifts;
- B. Holidays;
- C. Assigned training;
- D. Authorized leave time.

ARTICLE 9. OVERTIME/CALL BACK/ON CALL/COURT TIME

9.1

Overtime shall be defined as hours assigned by the Employer and worked by the employee as follows:

Hours in excess of eight (8) hours per day, or ten (10) hours per day, or eighty (80) hours per two (2) week period.

9.2

Notwithstanding the provisions of Article 9.1, employees who have mutually agreed to flexible scheduling, as provided in Article 8.2.1, shall receive overtime compensation for all hours worked in excess of eighty (80) hours for the pay period.

9.3

If an employee is scheduled to work four (4) or more consecutive Saturdays and/or Sundays, they shall receive overtime compensation for each consecutive Saturday and/or Sunday shift starting with the fourth (4th) consecutive Saturday and/or Sunday shift.

Example 1

An employee who is normally scheduled to work every other weekend is scheduled to work what is considered to be a Saturday and/or Sunday shift on the weekend that would have been this employee's weekend off. This employee then works the following weekend as part of their normal schedule. This situation does NOT qualify the employee for overtime.

Example 2

The same situation exists as in Example 1, however the employee is scheduled to work what is considered to be a Saturday and/or Sunday shift on the next weekend which would have been the employee's weekend off. Since the employee has now worked what is considered a Saturday and/or Sunday shift for four (4) consecutive weeks in a row the employee is entitled to overtime compensation for this particular Saturday and/or Sunday shift.

Example 3

The same situation exists as in Example 2; however this employee now works the following weekend as part of their normal schedule. This situation also qualifies the employee for overtime since the employee has now worked what is considered to be a Saturday and/or Sunday shift for five (5) consecutive weekends.

9.4

Overtime hours assigned and worked shall be compensated at a rate of one and one-half (1- 1/2) times an employee's base hourly rate of pay. Premium compensation earned as a result of working overtime may be taken in the form of a cash payment or as compensatory time off, to be used in one hour increments the same manner as their accrued vacation. The fourteen (14)

day notice may be waived by the supervisor. Employees can bank up to 120 hours of compensatory time off at any time during the year. Employees may carry a compensatory time accrual bank up to 120 hours. Employees, who have accumulated comp-time balances, may with Sheriff's approval have their balance, any portion of their balance above forty (40) hours, cashed out during any regular payroll period at the employee's current hourly rate. Employees may carry over up to one hundred twenty (120) hours from one year to the next.

9.5

Overtime assigned by the Sheriff shall be worked unless such assignment is excused by the Sheriff.

9.6

Court time shall mean the hours that an employee is required to appear at a work-related court proceeding that occurs outside of the employee's assigned hours.

9.7

Call Back and/or Court Time. An employee called in for work at a time other than his normal scheduled shift, will be compensated for a minimum of two (2) hours at one and one-half (1- 1/2) times the employee's base rate. An early start or extension of a scheduled shift shall not be considered a call back. Employees will be notified of the cancellation of court appearances at least twenty-four (24) hours prior to the scheduled appearance. If the notification of cancellation is less than twenty-four (24) hours prior to the scheduled appearance, the employee will receive the two-hour court time minimum.

9.8

On Call. When coverage does not exist or is inadequate, employees will be notified by the Sheriff's Office that they are on-call. Employees who are on-call are required to respond when called and report for work when needed. Regularly scheduled on-call time will be divided evenly between employees within the bargaining unit whose shift has just been completed and whose shift is just about to begin. Employees will be subject to discipline for failing to respond or report for work. Employees required by the Sheriff to be on-call shall receive one hour of comp-time for each hour he or she is designated as being on call.

9.9

For the purpose of computing compensation as provided by this Article, hours worked shall not be compounded, pyramided or counted twice for the same hours worked.

ARTICLE 10. JOB CLASSIFICATION, WAGES AND POST EMPLOYMENT HEALTH CARE SAVINGS PLAN (PEHCSP)

10.1

Employees covered by this Agreement shall be compensated based on their job classification and length of continuous employment for all hours worked in accordance with the Salary Schedule attached hereto as Appendix "A".

10.2

Job descriptions should be reviewed annually so as to be an accurate reflection of the position duties. Job classifications covered by this agreement will be reviewed as follows:

- The employer or the employee may request a classification/banding review of the position;
- An employee requesting a review must complete a County Position Analysis Questionnaire (PAQ) and submit it to the Sheriff;
- The Sheriff (designee) may review the employee completed PAQ for accuracy and provide written comments;
- The Sheriff (designee) should forward the PAQ with his/her comments to the HR Director within 21 calendar days of receipt of the employee PAQ;
- Should the Sheriff elect not to comment on the employee PAQ, the document may be forwarded by the employee to the HR Director after the 21 day response period expires;
- The HR Director shall perform a position audit, meeting with the employee and the Sheriff (designee). Should the HRD determine a significant change has occurred in the position duties the HR Director will forward all documents and an HR Director audit summary to a 3rd party vendor for a classification review and banding determination within 21 days of receipt of the documents from the Sheriff or designee;
- In the event of a vendor review is warranted, the HR Director will communicate the vendor's banding determination to the employee and to the Sheriff;
- Any Changes to classification/banding will be communicated to the Union. Any changes in employee compensation grids will be properly negotiated between the Union and the Employer and ultimately must be approved by the Board of Commissioners; and
- A classification/banding request may only be made once per 12 month period per employee. The County agrees to have a 3rd party vendor complete a banding review a minimum of once every thirty-six (36) months.

10.3

The employer will maintain the post-employment health care savings plan (PEHCSP) offered by the Minnesota State Retirement System to be funded by employee payments/contributions and severance amounts, as allowed by law.

10.4

The parties agree to re-open the 2021-2023 Labor Agreement for the sole purpose of meeting and negotiating wages for years 2022 and 2023.

ARTICLE 11. SICK LEAVE

11.1

Full-time employees shall earn sick leave at the rate of 3.7 hours per bi-weekly pay period.

11.2

No more than eight hundred (800) hours of accumulated sick leave may be carried over from one year to the next.

11.3

All employees who have an accumulated sick leave balance, as of the end of the last payroll period in any calendar year, of more than eight hundred (800) hours, will receive payment for fifty five percent (55%) of those sick leave hours above eight hundred (800) hours, at the end of each year with the understanding that all sick leave hours accumulated in excess of 800 hours will be forfeited and their balance returned to 800 hours prior to the new year. Such payment will be deposited in the post-employment health care savings plan (PEHCSP) created for each employee in Article 10.4.

11.4

Accumulated sick leave may be approved for absences for the following reasons:

11.4.1

Because of illness or injury which prevents the employee from performing job duties and responsibilities.

11.4.2

Because of medical or dental care which cannot be scheduled at a time other than during the employee's normal workday.

11.4.3

Pursuant to Minn. Stat. §181.9413:

(a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

(b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

11.4.4

For the care of the employee's child pursuant to Minn. Stat. §181.9413.

11.5

The Employer may require written medical verification of an employee's illness, a family member's illness or an employee's ability to return to work following an illness or injury. The Employer agrees to pay for the full cost of obtaining the medical verification.

11.6

Employees who are ill or injured for a period of time which exceeds their accumulated sick leave may use accumulated vacation or request an unpaid leave of absence in accordance with the provisions of Article 19 (Leave of Absence).

11.7

Misuse of the sick leave benefit shall be just cause for disciplinary action as provided by Article 20 (Discipline and Discharge).

11.8

Employees unable to report on their work day because of illness or injury shall notify the Sheriff or designee as soon as possible prior to their scheduled starting time. Employees returning to work from sick leave of three (3) days or more duration shall notify the Sheriff or his designee at least one (1) calendar day prior to their scheduled starting time. Employees failing to give such notice maybe subject to discipline as provided by Article 20 (Discipline and Discharge).

11.9

When sick leave is approved, employees, for compensation purposes, will be considered to have worked their normal workday.

ARTICLE 12. VACATION

12.1

Full-time employees shall earn paid vacation based on years of continuous service with the Employer in Accordance with the following schedule:

12.1.1

From the start of employment through the first (1st) year of continuous employment at the rate of 3.08 hours per bi-weekly pay period.

12.1.2

From the start of the second year through the end of the fifth year continuous employment at the rate of 3.7 hours per bi-weekly pay period.

12.1.3

From the start of the sixth year through the end of the tenth year continuous employment at the rate of 4.31 hours per bi-weekly pay period.

12.1.4

From the start of the eleventh year through the end of the fifteenth year continuous employment at the rate of 4.93 hours per bi-weekly pay period.

12.1.5

From the start of the sixteenth year through the end of the twentieth year continuous employment at the rate of 5.54 hours per bi-weekly pay period.

12.1.6

From the start of the twenty-first year through the end of the twenty-fifth year of continuous employment, at the rate of 6.16 hours per bi-weekly pay period.

12.1.7

From the start of the twenty-sixth year of continuous employment and thereafter, at the rate of 6.76 hours per pay period.

12.2

Two (2) years earned vacation days may be carried over from one year to the next. Employees having accumulated two (2) years earned vacation shall be allowed to accrue additional hours for use during the calendar year, but shall reduce those hours to two (2) years accumulation by the end of the last payroll period of the calendar year; and employees who resign or retire must have their vacation accrual reduced to the two (2) year accumulated maximum, at the time of retirement or resignation, or forfeit those hours accumulated over the two (2) year maximum. Discharge for cause, however, will result in forfeiture of all hours accumulated in excess of the two- (2) year accumulated maximum.

An employee shall have preference as to the time of vacation in accordance with seniority provided:

12.2.1

All such preference for more than three (3) days of vacation shall be made known to the Employer at least thirty (30) days prior to the first (1st) day of the month which the vacation is to be scheduled.

12.2.2

Two (2) employees may be scheduled a vacation leave at the same time with the approval of the Sheriff.

12.2.3

Maximum vacation time that may be taken at one (1) interval is ten (10) working days.

12.2.4

Minimum vacation time that may be taken at one (1) interval in one (1) hour for all personnel covered under this contract and a fourteen (14) day notice of that intent is mandatory to such vacation being granted. (The mandatory fourteen (14) day notice can be waived for good cause).

12.2.5

Employees shall accumulate vacation during the trial work period, but shall not be eligible to take vacation until completion of the first 6 months of the trial work period. This section does not apply to an internally promoted Lieutenant who previously successfully served a trial work period as a Deputy.

ARTICLE 13. BEREAVEMENT LEAVE

13.1

Full-time employees may use of up to a maximum of three (3) scheduled work days, with pay, for bereavement in the event of the loss of a member of the employee's immediate family. Immediate family shall be defined as the employee's spouse, children, mother, father, step mother, step father, grandparents, step grandparents, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, grandchildren, step children, step grandchildren; and the mother, father, step mother, step father, aunt, uncle, brother, sister, grandparents, and step grandparents of the employee's spouse. Employees unable to report to work on an assigned work-day due to the death of a family member listed herein shall notify the Sheriff (designee) as soon as is practicable of the impending absence.

13.1.1

When bereavement leave is scheduled employees, for compensation purposes, will be considered to have worked their normal work day.

ARTICLE 14. SCHOOL CONFERENCES

14.1

Employees may attend school conferences pursuant to Minn. Stat. §181.9412, as amended.

ARTICLE 15. JURY DUTY

15.1

If an employee is required to serve on a jury, the Employer shall compensate the employee the difference between jury duty pay and his/her regular hourly rate of pay.

ARTICLE 16. INSURANCE

16.1

The Employer shall maintain a hospital and medical insurance program subject to the limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier. Changes in the benefit level of the hospital medical insurance program will be negotiated with the Union except those required by law. Employees may elect to enroll individually or enroll for dependent coverage of the hospital and medical program.

16.2

Effective January 1, 2018, the single coverage contribution by the County for the \$1000 CMM plan shall be 95% of the single premium for the plan. The single contribution by the County for the \$3,375 CDHP shall be 95% of the single premium for the plan.

This contribution shall be the same for this bargaining unit as any other bargaining unit during the term of this Agreement.

16.3

Effective January 1, 2018, the County contribution rate for family and dependent Coverage for employees choosing the \$1000 CMM shall be 85% of the family premium. The family/dependent contribution by the County for the \$6,750 CDHP shall be 85% of the family premium for the plan.

16.4

In addition to the County's monthly premium contribution, those choosing the \$3,375/\$6,750 CDHP shall receive County contributions into a VEBA or HSA HealthCare savings account for qualified employees as follows (subject to federal Internal Revenue Code rules and regulations): Employees selecting CDHP single or dependent/family coverage shall receive a County contribution of fifty percent (50%) of the deductible made in four equal installments payable in January, April, July, and October in conjunction with the 1st pay period of each listed month.

The County reserves the right to eliminate any health plan option from the annual enrollment options listing should the enrollment in any plan decrease to less than ten (10) employees county-wide at any time during that current calendar year. Written notice of intent to eliminate a plan

shall be delivered to the Union by September 15th of the year prior to the effective date of the plan elimination. The effective date for plan option elimination would be January 1st of the subsequent calendar year following such notice.

16.5

The Employer agrees to increase its contribution towards dependent health and life insurance coverage for the members of this bargaining unit, to the same extent that the Employer increases its contribution for members of any other bargaining unit in the County.

16.6

Prior to annual enrollment, the Employer will provide employees written notice of any premium and deductible increases for the subsequent plan year.

16.7

The Employer shall provide each employee a ten thousand dollar (\$10,000) term life insurance policy subject to the limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier.

16.7.1

The Employer shall pay the full cost of the monthly premium cost of the term life insurance program for all full-time employees.

ARTICLE 17. INDEMNIFICATION

17.1

The Employer agrees to indemnify employees in accordance with the statutory provisions of Minnesota Statutes 466.07 (2017).

ARTICLE 18. HOLIDAYS

18.1

Eleven (11), work days shall be considered paid holidays for full-time employees.

18.2

The eleven (11) holidays shall be accrued/observed as follows:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Spring Holiday	Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September

Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

November 11th
Fourth Thursday in November

December 25th

18.3

To be eligible for holiday pay, employees must have worked their last scheduled work day before the holiday and their first scheduled work day following the holiday, unless the absence is approved by the Sheriff.

18.4

Holidays which occur during an employee's scheduled vacation shall be considered an accrued holiday.

18.5

All employees required to work on any of the holidays specified by this Article shall be paid at the rate of one and one half (1 1/2) times the employee's base pay for all hours worked, or as compensatory time, in addition to their holiday pay.

18.6

All employees covered by this agreement shall be compensated up to eight (8) hours, based on their full-time equivalency, at their basic rate of pay for each of the holidays provided for by this section.

18.7

Holiday pay shall be paid in two (2) payments, one in June and one in December of each year.

18.8

Employees who work on Christmas Eve (December 24th) shall be paid at the rate of one and one half (1 1/2) times the employee's base pay for all hours worked, as cash or compensatory time off, for all hours worked of the shift that is considered to be on December 24th however Christmas Eve shall not be considered a paid holiday.

ARTICLE 19. SEPARATION

19.1

Employees shall be considered separated from employment with Employer based on the following actions:

19.1.1

Employees resigning from employment shall submit written notice at least fourteen (14) calendar days prior to the effective date of their resignation. In the event of unusual circumstances beyond

the employee's control the Employer may waive the fourteen (14) calendar day notice requirement.

19.1.2

Retirement. Employees may retire from employment in accordance with retirement rules set forth under the Public Employees Retirement Act.

19.2

Employees may be discharged from employment as provided by Article 20 Discipline and Discharge).

19.2.1

Employees absent from work without an appropriate absence as provided by this Agreement may be discharged as provided in Article 21 (Discipline and Discharge).

19.3

Employees re-employed by the Employer following separation shall be considered as original hires and shall serve a trial work period.

19.4

Employees separated from employment, except for discharge or termination, during the trial work period, shall be compensated for all accumulated vacation and compensatory time at the time of separation or to the employee's estate in the event of death.

19.5

Upon employee's separation from employment, except for discharge or termination during trial work period, the employee shall be compensated for all accumulated unused sick leave up to the accumulated maximum at the time of separation, or to the employee's estate in event of death, at the rate of fifty five (55%) percent to a maximum of fifty five (55) days/four hundred forty (440) hours, may convert 80 hours of unused sick leave to one (1) months paid up health insurance for the employee only. Such payment upon separation will be deposited in the post-employment health care savings plan (PEHCSP) created for each employee in Article 10.4.

An employee must have been employed for a period of ten (10) years to qualify for the above provision, except that an employee who has been laid off may qualify for the above provision upon layoff, regardless of years of service.

ARTICLE 20. LEAVES OF ABSENCE

20.1

Except as authorized by FMLA, USERRA, or other statute, in the event it is necessary for an employee to be absent from work for reasons other than those provided for in this Agreement including an extended sick leave without pay as provided in Section 11.5, a written request for

an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence.

20.2

Except as authorized by FMLA, USERRA, or other statute, requested leaves of absence will be granted only when such leave will not affect the service provided by the Employer, is recommended by the Sheriff, and is approved by the County Board.

20.3

During an unpaid leave of absence Employees will earn no compensation or benefits established by the Agreement.

20.4

Employees who are absent from work without an approved leave of absence shall be subject to discipline as provided by Article 20 (Discipline and Discharge) and shall receive no compensation during the period of absence.

ARTICLE 21. DISCIPLINE AND DISCHARGE

21.1

The Sheriff, shall have the right to impose disciplinary actions on Employees for just cause.

21.2

Disciplinary action by the Sheriff, may include any of the following actions:

1. Oral Reprimand; 2. Written Reprimand; 3. Suspension; 4. Demotion; and 5. Discharge.

21.3

Written reprimands, notices of suspension, and notices of discharge shall be delivered to and acknowledged by signature of the employee, prior to placement of said document into the employee's file. Such a signature is not an admission of wrongdoing. The employee will receive a copy of such reprimands and or notice. In the event the employee refuses to acknowledge delivery of documentation of discipline the employer may make a notation to that effect. Upon the employee's request an oral reprimands shall be removed from the personnel file after 18 months so long as no other discipline has taken place since that time period.

21.4

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

21.5

Employees who receive a written reprimand or who are suspended or discharged may grieve such actions through the provisions of Article 22 (Grievance Procedure), provided that if no

appeal is made of such disciplinary action within 21 consecutive days of its occurrence, this right is waived.

ARTICLE 22. LAYOFF

22.1

Employees may be laid off and/or reduced in rank by the Employer to meet the needs of the Employer. In the event a layoff and/or reduction is necessary, the work force shall be reduced based on unit seniority, ability to perform available work, and work performance within the affected job classifications.

22.2

An employee who receives written notice of his/her layoff shall have the right to bump (displace) an employee in an equal or lower ranked classification with less unit seniority in this or the LELS Local #237, Licensed Deputies, of which the employee was a member, provided that the employee who is exercising bumping rights shall be qualified to perform the duties of the classification into which he/she is bumping and the other unit recognizes the seniority rights of the former unit member. Employees exercising bumping rights into a lower classification shall have his/her wage "frozen" at the classification/rank wage of the position he/she is vacating and is not entitled to an across the board wage increase until such time the pay scale of the lower position equals or exceeds the wage rate of the employee's higher classification/rank.

ARTICLE 23. GRIEVANCE PROCEDURE

23.1

A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or conditions of this Agreement.

23.2

The Employer will recognize Union representatives designated by the Union as stewards having the duties and responsibilities established by this Article.

23.3

Other representatives of the Union shall be permitted to enter into the premises of the Employer in connection with grievances under this Article so long as they do not interfere with the normal duties of employees, and they notify the office of the Sheriff before coming onto the job site.

23.4

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities. The aggrieved employee and the steward may be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided

the employee and the steward have notified and received the approval of the Sheriff who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer. Grievances as defined by 23.1 shall be resolved in conformance with the following procedure:

STEP 1

An employee claiming a violation concerning the interpretation or application of this Agreement shall, within 21 calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer's designated representative will discuss and give the answer to such Step 1 grievance within fourteen (14) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer's designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

STEP 2

If appealed, the written grievance shall be presented by the Union and discussed with the Sheriff. The Sheriff shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Sheriff's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 3

If appealed, the written grievance shall be presented by the Union and discussed with the County Board, or its designee. The County Board shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the County Board's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

STEP 4

If the grievance is not resolved at Step 3 of the grievance procedure, the party shall submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves the timelines for Step 5 of the grievance procedure.

STEP 5

A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by State Law.

23.5

Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subject from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make decision on any other issue not so submitted.

23.5.1

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the Grievance presented.

23.5.2

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. Either party may request a verbatim record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

23.6

Waiver of Grievance. If a grievance is not presented within the time limit set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.

If the Employer does not answer a grievance or an appeal thereof within the specified time limits the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit of each Step may be extended by mutual agreement of the Employer and the Union.

23.7

Choice of Remedy. If, as a result of the written Employer response in Step 4 the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of any Employee who has completed the required trial work period, the grievance may be appealed either to Step 5, Article 23 or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 5 of Article 23, the grievance is not subject to arbitration procedure as provided in Step 5 of Article 23. The aggrieved Employee shall indicate which procedure is to be utilized--Step 5 or Article 23 or another appeal procedure--and shall sign a statement of effect that the choice of any other hearing precludes the aggrieved Employee from Step 5.

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this Grievance procedure. If a court of competent jurisdiction rules contrary to Board of Governors, or if Board of Governors is judicially or legislatively overruled, the underlined language will automatically be deleted from the Labor Agreement.

ARTICLE 24. UNIFORM AND EQUIPMENT ALLOWANCE

24.1

Each Deputy Sheriff shall be allotted a uniform and equipment allowance of \$800.00 each year.

24.2 The Employer will provide an initial uniform package which will consist of the following:

- 2 long sleeve shirts
- 2 short sleeve shirts
- 3 pair of pants
- 1 neck tie
- 1 lightweight coat
- 1 winter coat
- 1 rain coat
- 2 name tags
- 2 sets of collar brass

Two shirt badges and one camera will be provided, however, they will remain the property of the County. All other uniform items are to be purchased and maintained by the employee.

24.3

Upon termination of employment all patches, uniforms and equipment issued shall be returned to the Employer.

24.4

Lieutenants will be paid a uniform allowance as follows:

24.4.1

One half the allotments in June of each year, and one half the allotments in December of each year;

24.4.2

Lieutenants will be responsible to purchase their own authorized uniforms. Uniforms will not be charged to the County.

24.4.3

Upon presentation to the Employer of reasonable documentation the uniform was damaged in the line of duty, the County shall replace the damaged uniform and damaged Employer required equipment.

24.4.4

The Sheriff will authorize the type of uniforms allowed to be purchased and will inspect uniforms and if found to be in need of replacement, Lieutenants will replace the uniform within a reasonable period of time not to exceed three (3) months.

24.4.5

Initial uniforms will be furnished by the Employer. New employees are not eligible to collect a uniform allowance until the first biannual allotment following one-year of employment.

24.4.6

Uniform changes and or requirements implemented by the Sheriff that exceed fifty percent (50%) of the annual uniform allowance will be paid for entirely by the Employer, with no deductions to the employee's uniform allowance. Changes that cost less than 50% of the annual uniform allowance will be born in its entirety by the employee.

ARTICLE 25. SEVERABILITY

25.1

In the event that any provision(s) of this Agreement is declared to be contrary to law by proper legislative, administrative, or judicial authority from whose findings, determinations, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 26. TRAINING AND MEETINGS

26.1

The Employer shall be responsible for providing a minimum of forty-eight (48) hours in a three-(3) year period of training required by the Peace Officers Standards Training (P.O.S.T.) Board for each Lieutenant. The Employer agrees to make payment directly to the P.O.S.T. Board on behalf of each full-time licensed employee in this bargaining unit. The employer shall pay for the full amount billed by the P.O.S.T. Board to renew each employee's P.O.S.T. license covered under this agreement.

26.2

Mandatory training or mandatory departmental meetings, as established and scheduled by the Sheriff or Chief Deputy, shall be counted as hours worked towards the computation of overtime. The Sheriff or Chief Deputy will make an effort to have training while Lieutenant is on duty. With the Sheriff or Chief Deputy's approval, Lieutenants may attend training classes other than mandatory training, on their own time and shall receive straight time pay for all hours spent in such training.

26.3

In addition to all other compensation received, Lieutenants who work as an instructor for authorized law enforcement training shall receive one-half (1/2) hour of compensatory time for each hour spent as an instructor for classes primarily intended for Sheriff's Office employees.

ARTICLE 27. INJURY ON DUTY

27.1

The parties recognize the employees working for the County of Houston Sheriff's Office, and covered by this Agreement, face a high potential for injury due to the nature of their employment. Such employee, who in the ordinary course of employment and while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer, incurs a disabling injury, shall be compensated in an amount equal to the difference between the employee's regular rate of take home pay and benefits paid under Worker's Compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed one thousand forty (1040) hours per disabling injury.

ARTICLE 28. PERSONAL PROPERTY

28.1

Personal property of the employee damaged or destroyed in the course of the regular performance of their duties, shall be replaced by the Employer at no cost to the employee, up to fifty dollars (\$50.00) per item. Replacement cost of employee's eye glasses or pistol will be up to five hundred dollars (\$500.00). This provision does not apply towards any items damaged that are part of the Employer required uniform or equipment

ARTICLE 29. WAIVER

29.1

The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreement and understanding reached by the parties after the exercise of this right are fully and completely set forth in this Agreement.

29.2

Therefore, the Employer and the Union for the duration of this Agreement, agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment whether specifically covered by this Agreement.

29.3

Any and all prior agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

ARTICLE 30. DURATION AND PLEDGE

30.1

This Agreement shall become effective January 1, 2021, and shall remain in effect through the thirty-first (31st) day of December 2023, and continue in effect from year to year thereafter, unless changed or terminated as provided by Section 29.2.

30.2

Either party desiring to change or terminate this Agreement must notify the other in writing prior to September 1, 2020. Unless a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this Agreement shall follow the same procedure as a proposed change.

30.3

In consideration of the terms and conditions of employment established by this Agreement and the recognition that the Grievance Procedure herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the Agreement:

30.3.1

The Union, its officers, and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or in part from the full, faithful performance of their duties of employment. In the event of such an occurrence the Union will notify each employee, in writing, that such action is improper and that the employee must return to work immediately.

30.3.2

The Employer will not engage in, instigate, or condone any lockout of employees.

ARTICLE 31. CANINE HANDLER

31.1

A Lieutenant assigned as a "Canine Handler" and the canine shall collectively be known as the "Canine Team". The Canine Team shall be required to perform specific duties as provided for in the Sheriff's Office policy for the Canine Program in addition to normal patrol duties and assignments.

31.2

A Lieutenant assigned as the "Canine Handler" shall have specific responsibilities for the grooming, feeding, cleaning, exercising, etc. or caring for the needs of the canine, as provided for in the Sheriff's Office policy for the Canine Program. A Lieutenant assigned as the "Canine Handler" will be required to work a "canine shift" and compensation for the canine shift shall consist of two separate parts:

31.2.1

Off Duty Canine Care. Handler shall receive one hour of compensatory time off for each off duty day of the canine handler. Such compensatory time off shall be compensation for grooming, feeding, cleaning, exercising, etc. the canine on Off Duty days.

31.2.2

On Duty Canine Care. Handler shall be the same as any other Lieutenants with the following exception: the regularly scheduled shift shall be shortened by one hour and the handler shall be provided with one hour of paid time on each of these "On Duty" days for grooming, feeding, cleaning, exercising, etc. or caring for the needs of the canine.

31.2.3

The Employer recognizes the need to maintain canine certification. This is accomplished through consistently training with the canine eight (8) to ten (10) hours per month per certification. This training will take place, to the extent practicable, during the employee's scheduled shifts when there are opportunities to do so. However, with Sheriff's approval there may be training scheduled outside the employee's regularly scheduled work shift in order to meet certification requirements.

32.1

The Employer and the Union acknowledge the existence of a Police Canine Lease Agreement between the County as lessee and a Lieutenant in his individual capacity as lessor. Notwithstanding all employee terms and conditions of employment are governed by this Union bargained agreement and not any such lease agreement. The Employer and Union agree the Police Canine Lease Agreement does not violate Article 2.4 herein.

Agreed this the day of February 2021, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives:

SIGNATURE PAGE TO FOLLOW

FOR LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 415:

Jay Maher, LELS Business Agent

Date: 02/ /2021

Tracie Erickson, LELS, Local #415 Steward

Date: 02/ /2021

FOR THE COUNTY OF HOUSTON:

Robert Burns Houston County Board Chair

Date: 02/ /2021

Theresa Arrick-Kruger HR Director

Date: 02/ /2021

Approved as to form and execution:

Samuel Jandt, County Attorney

Date: 02/ /2021

APPENDIX "A" Wage Grids

<u>January 2021</u>		HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
BAND	POSITION	0-6	7-18	19-30	31-42	43+
MOS		MOS	MOS	MOS	MOS	MOS
<i>FT Hrs. required for advancement:</i>		1040 Hrs.	2080 Hrs.	2080 Hrs.	2080 Hrs.	2080 Hrs.
C43	LIEUTENANT					\$40.38

<u>January 2022</u>		HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
BAND	POSITION	0-6	7-18	19-30	31-42	43+
MOS		MOS	MOS	MOS	MOS	MOS
<i>FT Hrs. required for advancement:</i>		1040 Hrs.	2080 Hrs.	2080 Hrs.	2080 Hrs.	2080 Hrs.
C43	LIEUTENANT					\$TBD

<u>January 2023</u>		HOURLY	HOURLY	HOURLY	HOURLY	HOURLY
BAND	POSITION	0-6	7-18	19-30	31-42	43+
MOS		MOS	MOS	MOS	MOS	MOS
<i>FT Hrs. required for advancement:</i>		1040 Hrs.	2080 Hrs.	2080 Hrs.	2080 Hrs.	2080 Hrs.
C43	LIEUTENANT					\$TBD

Houston County Agenda Request Form

Date Submitted: January 20, 2021 **Board Date:** February 23, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

County / Caledonia City Agreement regarding the watermain loop for the new highway shop.

Attachments/Documentation for the Board's Review:

Agreement has been review by County Attorney and County HR Director/Facility Manager.

Justification:

Action Requested:

Approval of agreement contingent upon acceptance of Caledonia City Council.

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- CITY OF CALEDONIA

Intergovernmental Agreement to Cooperate Water Main Looping Project

THIS CONTRACT, and the amendments and supplements thereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter COUNTY), and the City of Caledonia, Minnesota, a Minnesota municipal corporation acting through its City Council, (hereinafter CITY), hereinafter referred to collectively as the "PARTIES."

WHEREAS, the CITY and COUNTY are empowered to participate in a cooperative activity and exercise powers that are common to both PARTIES under Minn. Stat. §471.59, Joint Exercise of Powers; and

WHEREAS, COUNTY is in need of sufficient water flow for the Houston County Highway Facility construction, located at 1124 East Washington Street, Caledonia, Minnesota; and

WHEREAS, the Houston County Board of Commissioners reviewed and approved the CONTRACT at its Board meeting on _____, 2021; and

WHEREAS, the Caledonia City Council reviewed and approved the CONTRACT at its Council meeting on _____, 2021.

NOW THEREFORE, it is hereby agreed:

I. TERM OF CONTRACT

This CONTRACT shall be effective on _____, 2021, or the date that all required authorized signatures are obtained, and shall remain in effect until the all requisite obligations of this CONTRACT have been satisfactorily fulfilled, unless terminated pursuant to the provisions set forth in clause IV. The PARTIES understand that no work shall begin under this CONTRACT until all required signatures have been obtained and notifications have been delivered by the PARTIES' authorized representatives listed below.

II. CONSIDERATION AND TERMS

A. COUNTY RIGHTS AND OBLIGATIONS

1. The water main looping project (PROJECT) is a COUNTY project, and at all times under COUNTY control.

- 1.1 COUNTY is responsible for all PROJECT administration including procurement, oversight of PROJECT plans and specifications, vendor contract administration, change order negotiations, enforcing contractor compliance, and addressing public concerns.
 - 1.2 COUNTY shall follow the procurement methods and processes in compliance with Minnesota's Uniform Municipal Contracting Law Minn. Stat. §471.345.
 - 1.3 COUNTY shall obtain all requisite permits and approvals from other government agencies.
 - 1.4 COUNTY will pay the contractor(s) directly for all work completed on the PROJECT.
 2. COUNTY is responsible for two-thirds (66.7%) of the cost of all engineering design, engineering construction oversight, and construction costs associated with looping a 6-inch C900 water main from East South Street to East Washington Street.
 3. Dedicate the water main infrastructure constructed pursuant to the plans and specifications prepared under this section, as approved by the City Engineer, to CITY upon successful completion of the Project. COUNTY will arrange for and pay all costs associated with dedicating any necessary utility easements to the CITY, including legal and recording fees with the Houston County Recorder's Office.
 4. Upon completion of the engineering and construction work described herein, COUNTY will promptly notify CITY of PROJECT completion and provide CITY an invoice reflecting CITY's monetary obligation set forth in B. below.
 5. COUNTY agrees to grant CITY a utility easement of thirty (30) feet in total width, in perpetuity. (See Exhibit A.) The precise final location and standards will be confirmed by the City Engineer for the benefit of CITY to reconstruct, install, operate, inspect, repair, and maintain the water main and associated utility infrastructure contemplated by COUNTY for construction of the new Houston County Highway Facility, as well as the removal or replacement of same either in whole or in part. The utility easement shall be drafted in a form acceptable to CITY and shall include an accurate legal description of the easement area, as determined by the City Engineer and the Houston County Surveyor.
- B. CITY RIGHTS AND OBLIGATIONS**
1. CITY reserves the right to review and approve PROJECT plans and specifications described in Section II(A)(1) above to assure compliance with State of Minnesota and local regulations. CITY has the right to withhold CITY's approval of proposed PROJECT plans and specifications in the event CITY's Engineer determines the proposed plans will have a negative impact on CITY's water system, or that the infrastructure constructed pursuant to those plans is not built in a manner consistent with current quality water supply systems.

2. Upon PROJECT completion and the subsequent approval by CITY's engineer that PROJECT was built according to and consistent with plans and specifications, CITY will accept ownership and responsibility for maintenance of the water main loop.
3. If the CITY's engineer certifies that the PROJECT was built according to and consistent with plans and specifications, the CITY agrees to reimburse COUNTY consistent with the terms of this Agreement one-third (33.3%) the cost of all engineering design, engineering construction observation, and construction costs associated with looping a 6-inch C900 water main from East South Street to East Washington Street, inclusive of expenses. Under no circumstances shall the City's total reimbursement to the COUNTY exceed fifty thousand dollars (\$50,000). CITY shall promptly pay COUNTY within thirty (30) days of receipt of the COUNTY's invoice.

C. PROJECT DESCRIPTION AND ESTIMATED COSTS

The PROJECT as understood and agreed to by the PARTIES is described in Exhibit A, "Preliminary Sketch and Layout"; and Exhibit B, "Estimated Costs", which are appended hereto.

III. 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. COUNTY's authorized representative for the purpose of administration of this CONTRACT is:

Name: Brian Pogodzinski
Address: 1124 East Washington. Street
Caledonia, MN 55921
Telephone: (507) 725-3001
E-Mail: brian.pogodzinski@co.houston.mn.us

- B. CITY's authorized representative for the purpose of administration of this CONTRACT is:

Name: Adam Swann
Address: 231 East Main Street
Telephone: (507) 725-3450
E-Mail: caledoniaclerk@acegroup.cc

IV. CANCELLATION AND TERMINATION

This CONTRACT may be canceled by either party at any time for cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, CITY shall be entitled to reimbursement for expenses as set forth above.

V. ASSIGNMENT

The parties shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of the other party.

VI. LIABILITY

COUNTY employees and agents at all time remain under the direction and supervision of COUNTY. CITY employees shall at all times remain under the direction and supervision of CITY. 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.

VII. INSURANCE REQUIREMENTS

COUNTY and CITY shall maintain General Liability, Commercial Auto, Professional liability, and Workers' Compensation coverage at the levels set forth below throughout the term of this agreement. COUNTY and CITY 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 - \$1 million over the general and automobile coverage.
- Auto Liability: \$1.5 million combined single limit
- Workers Compensation as required by Minnesota Statutes

VIII. GOVERNMENT DATA PRACTICES

The PARTIES agree 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 PARTY.

IX. INTELLECTUAL PROPERTY RIGHTS

All work and reports generated as a result of this agreement are property of the COUNTY until the CITY satisfies its obligations to reimburse the COUNTY in Section II(B), at which time said intellectual property rights shall transfer to the CITY.

X. 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.

XI. JURISDICTION/VENUE

This CONTRACT 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.

XII. SURVIVAL OF TERMS

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

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

APPROVED:

By: (authorized signatories)

COUNTY OF HOUSTON

Name: Robert Burns
Title: County Board Chair
Date: , 2021

Name: Brian Pogodzinski
Title: County Engineer
Date: , 2021

APPROVED:

By: (authorized signatories)

CITY OF CALEDONIA

Name: DeWayne Schroeder
Title: Mayor, City of Caledonia
Date: , 2021

Name: Adam Swann
Title: City Clerk/Administrator
Date: , 2021

APPROVED AS TO FORM AND EXECUTION:

Name: Samuel Jandt
Title: County Attorney
Date: , 2021

Name: Michael Flaherty
Title: City Attorney
Date: , 2021

EXHIBIT A

Preliminary Sketch and Layout

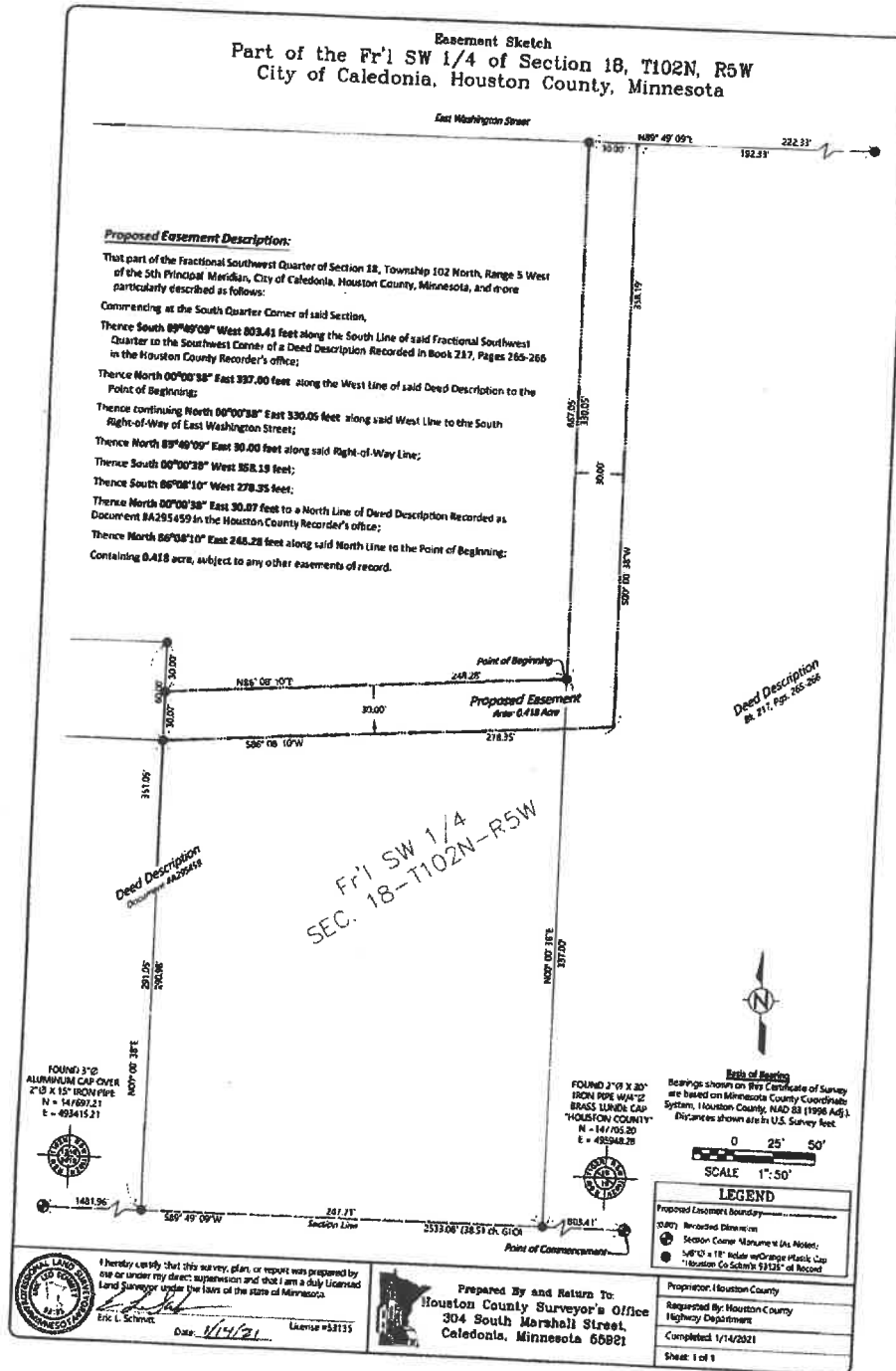



EXHIBIT B

Estimated Costs

 BOLTON & MENK		PRELIMINARY ENGINEER'S ESTIMATE PROPOSED WATERMAIN LOOPING ALTERNATIVE NO. 18 CITY OF CALEDONIA, MN			
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
STREET AND SITE					
1	MOBILIZATION	1	LUMP SUM	\$ 4,500.00	\$ 4,500.00
2	TRAFFIC CONTROL	1	LUMP SUM	\$ 1,500.00	\$ 1,500.00
3	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	85	LN FT	\$ 5.00	\$ 425.00
4	REMOVE BITUMINOUS PAVEMENT	90	SQ YD	\$ 10.00	\$ 900.00
5	REMOVE CURB & GUTTER	40	LN FT	\$ 5.00	\$ 200.00
6	GEOTEXTILE FABRIC, TYPE V	90	SQ YD	\$ 2.00	\$ 180.00
7	AGGREGATE SURFACING, CLASS 2 (4")	100	CU YD	\$ 34.00	\$ 3,400.00
8	SELECT GRANULAR BORROW (12")	30	CU YD	\$ 19.00	\$ 570.00
9	AGGREGATE BASE, CLASS 5 (8")	20	CU YD	\$ 28.00	\$ 560.00
10	BITUMINOUS NON WEAR COURSE (2")	90	SQ YD	\$ 20.00	\$ 1,800.00
11	BITUMINOUS WEAR COURSE (2")	90	SQ YD	\$ 20.00	\$ 1,800.00
12	CONCRETE CURB & GUTTER DES B618	40	LN FT	\$ 40.00	\$ 1,600.00
13	TURF ESTABLISHMENT	700	SQ YD	\$ 3.00	\$ 2,100.00
14	EROSION & SEDIMENT CONTROL	1	LUMP SUM	\$ 2,500.00	\$ 2,500.00
				SUBTOTAL:	\$ 22,035.00
WATERMAIN					
15	CONNECT TO EXISTING WATERMAIN	4	EACH	\$ 1,300.00	\$ 5,200.00
16	6" GATE VALVE & BOX	3	EACH	\$ 1,500.00	\$ 4,500.00
17	HYDRANT	1	EACH	\$ 4,250.00	\$ 4,250.00
18	6" WATERMAIN	960	LN FT	\$ 52.00	\$ 49,920.00
19	WATERMAIN FITTINGS	335	POUND	\$ 10.00	\$ 3,350.00
20	WATERMAIN TRACER WIRE SYSTEM	1	LUMP SUM	\$ 2,000.00	\$ 2,000.00
				SUBTOTAL:	\$ 69,220.00
STORM SEWER					
21	REMOVE STORM PIPE, 18" RC PIPE	18	LN FT	\$ 12.00	\$ 162.00
22	CONNECT TO EXISTING STORM	2	EACH	\$ 1,000.00	\$ 2,000.00
23	18" RC PIPE SEWER	16	LN FT	\$ 75.00	\$ 1,200.00
				SUBTOTAL:	\$ 3,362.00
				ALTERNATIVE NO. 18 PROJECT TOTAL:	\$ 94,617.00
				CONSTRUCTION CONTINGENCIES (10%)	\$ 9,461.70
				ALTERNATIVE NO. 18 CONSTRUCTION COST	\$ 104,178.70
				ESTIMATED ENGINEERING AND LEGAL COSTS	\$ 300,000.00
				ESTIMATED ALTERNATIVE NO. 18 PROJECT TOTAL:	\$ 1,304,178.70

NOTES:

- (1) Costs indicated above are based on typical costs for the area in 2020 dollars.
- (2) A utility easement or easements may be necessary for watermain routing.
- (3) The routing shown on the attached map is for reference only and not intended to be prescribed as the final route.
- (4) This estimate assumes some of the overlapping turf restoration costs will be shared with Houston County during the construction of their project.

Houston County Agenda Request Form

Date Submitted: February 16, 2021 Board Date: February 23, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Local Road Improvement Grant Sponsorship. (LRIP) (3) Cities and (3) Townships are requesting sponsorship of their applications to receive LRIP grant money.

Attachments/Documentation for the Board's Review:

Separate resolutions are attached.

Justification:

Action Requested:

Board can move to approve all resolutions presented or approve them individually.

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.

RESOLUTION NO. 21-12
February 23, 2021

RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

**RESOLUTION OF SUPPORT FOR AND AGREEMENT TO SPONSOR THE CITY OF CALEDONIA
PURSUIT OF 2020 LOCAL ROAD IMPROVEMENT PROGRAM FUNDING FROM MnDOT FOR THE
WARRIOR AVENUE EXTENSION PROJECT**

WHEREAS, the Warrior Avenue Extension Project ("Project") includes North Warrior Avenue between Trunk Highway 76 ("TH 76") and the north entrance of the Caledonia Middle School / High School Complex; and

WHEREAS, the Local Road Improvement Program (LRIP) administered by the Minnesota Department of Transportation makes available up to \$1,250,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, address transportation deficiencies, and contribute to economic development; and

WHEREAS, the Warrior Avenue Extension project is regionally significant, results in safety improvements, addresses transportation deficiencies, and contributes to economic development for the following reasons:

- 1) By providing direct access to TH 76 for local and commercial traffic,
- 2) By reducing significant congestion at the intersection of Esch Drive and Trunk Highway 44 ("TH 44"), especially during peak school times,
- 3) By providing a paved surface with a 10-ton capacity,
- 4) By expanding pedestrian facilities,
- 5) By connecting with a planned Houston County bike route to Beaver Creek Valley State Park, and
- 6) By expanding access to commercial and industrial properties; and

WHEREAS, the project would not be financially feasible for the City without LRIP funding; and

WHEREAS, the Local Road Improvement Program (LRIP) requires a city, such as Caledonia, that is not a State Aid city, to have a county sponsor and the support of the County Board; and

WHEREAS, the proposed year for project construction is 2023.

NOW, THEREFORE BE IT RESOLVED BY THE HOUSTON COUNTY BOARD OF COMMISSIONERS AS FOLLOWS; that

1. The County supports the City of Caledonia's pursuit of Local Road Improvement Program (LRIP) funds for the construction of North Warrior Avenue between TH 76 and the north entrance of the Caledonia Middle School / High School Complex.
2. The County agrees to sponsor the City of Caledonia's Local Road Improvement Program application to MnDOT.

Resolution 21-12
RESOLUTION OF SUPPORT FROM SPONSORING AGENCY
City of Caledonia

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners dated February 23, 2021

WITNESS my hand and the seal of my office this 23rd day of February, 2021.

(SEAL)

Donna Trehus, Houston County Auditor/Treasurer

**RESOLUTION NO. 21-13
February 23, 2021**

RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

**RESOLUTION OF SUPPORT FOR AND AGREEMENT TO SPONSOR THE CITY OF HOUSTON
PURSUIT OF 2020 LOCAL ROAD IMPROVEMENT PROGRAM FUNDING FROM MnDOT FOR THE
WESTGATE DRIVE RECONSTRUCTION PROJECT**

WHEREAS, the Westgate Drive Reconstruction project includes Westgate Drive between West Cedar Street (TH 16) and West Spruce Street (CSAH 13), and

WHEREAS, the Westgate Drive Reconstruction project is regionally significant in that it supports adjacent economic development and business retentions, provides a paved surface with a 10-ton capacity, improves drainage, connects Cedar Street (TH 16) and West Spruce Street (CSAH 13), and provides pedestrian facilities, and

WHEREAS, the Local Road Improvement Program (LRIP) administered by the Minnesota Department of Transportation makes available up to \$1,250,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, address transportation deficiencies, and contribute to economic development, and

WHEREAS, the Local Road Improvement Program (LRIP) requires a city, such Houston, that is not a State Aid city, to have a county sponsor and the support of the County Board, and

WHEREAS, the proposed year for project construction is 2023.

NOW, THEREFORE BE IT RESOLVED BY THE HOUSTON COUNTY BOARD OF COMMISSIONERS AS FOLLOWS; that

1. The County supports the City of Houston's pursuit of Local Road Improvement Program (LRIP) funds for the reconstruction of Westgate Drive between Cedar Street (TH 16) and West Spruce Street (CSAH 13), and
2. The County agrees to sponsor the City of Houston's Local Road Improvement Program application to MnDOT.

*******CERTIFICATION*******

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Donna Trehus, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners dated February 23, 2021

WITNESS my hand and the seal of my office this 23rd day of February, 2021.

(SEAL)

Donna Trehus, Houston County Auditor/Treasurer

RESOLUTION NO. 21-14
February 23, 2021

RESOLUTION OF SUPPORT FOR THE CITY OF LA CRESCENT PURSUIT OF 2020 LOCAL ROAD IMPROVEMENT PROGRAM FUNDING FROM MnDOT FOR THE WALNUT STREET RECONSTRUCTION PROJECT

WHEREAS, the Walnut Street Reconstruction project includes Walnut Street between South 1st Street and Walnut Place, and

WHEREAS, the Walnut Street Reconstruction project is regionally significant in that it supports adjacent economic development and business retentions, connects the City's central business district to the new hotel and event center, and serves as the Wagon Wheel Trail trailhead, and

WHEREAS, the Local Road Improvement Program (LRIP) administered by the Minnesota Department of Transportation makes available up to \$1,250,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, address transportation deficiencies, and contribute to economic development, and

WHEREAS, the proposed year for project construction is 2022.

NOW, THEREFORE BE IT RESOLVED BY THE HOUSTON COUNTY BOARD OF COMMISSIONERS AS FOLLOWS; that

1. The County supports the City of La Crescent's pursuit of Local Road Improvement Program (LRIP) funds for the reconstruction of Walnut Street between South 1st Street and Walnut Place.

*******CERTIFICATION*******

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners dated February 23, 2021

WITNESS my hand and the seal of my office this 23rd day of February, 2021.

(SEAL)

Donna Trehus, Houston County Auditor/Treasurer

RESOLUTION NO. 21-15
February 23, 2021

RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

**RESOLUTION OF SUPPORT FOR AND AGREEMENT TO SPONSOR MOUND PRAIRIE TOWNSHIP
PURSUIT OF 2020 LOCAL ROAD IMPROVEMENT PROGRAM FUNDING FROM MnDOT FOR THE
SOUTH RIDGE ROAD RECONSTRUCTION PROJECT**

WHEREAS, the South Ridge Road Reconstruction project includes South Ridge Road between Houston County State Aid Highway 25 and Winona County Road 103, and

WHEREAS, the South Ridge Road Reconstruction project is regionally significant in that it supports adjacent economic development and business retentions, provides a paved surface, improves drainage, improves safety, and connects Houston County State Aid Highway 25 and Winona County Road 103, and

WHEREAS, the Local Road Improvement Program (LRIP) administered by the Minnesota Department of Transportation makes available up to \$1,250,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, address transportation deficiencies, and contribute to economic development, and

WHEREAS, the Local Road Improvement Program (LRIP) requires a township, such Mound Prairie to have a county sponsor and the support of the County Board, and

WHEREAS, the proposed year for project construction is 2021.

NOW, THEREFORE BE IT RESOLVED BY THE HOUSTON COUNTY BOARD OF COMMISSIONERS AS FOLLOWS; that

1. The County supports Mound Prairie Township's pursuit of Local Road Improvement Program (LRIP) funds for the reconstruction of South Ridge Road between Houston County State Aid Highway 25 and Winona County Road 103, and
2. The County agrees to sponsor Mound Prairie Township's Local Road Improvement Program application to MnDOT and perform sponsor tasks.

*****CERTIFICATION*****

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Donna Trehus, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners dated February 23, 2021

WITNESS my hand and the seal of my office this 23rd day of February, 2021.

(SEAL)

Donna Trehus, Houston County Auditor/Treasurer

**RESOLUTION NO. 21-16
February 23, 2021**

RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

**RESOLUTION OF SUPPORT FOR AND AGREEMENT TO SPONSOR WILMINGTON TOWNSHIP
PURSUIT OF 2020 LOCAL ROAD IMPROVEMENT PROGRAM FUNDING FROM MnDOT FOR THE
NINE OAKS SUBDIVISION REHABILITATION PROJECT**

WHEREAS, the Nine Oaks Subdivision Rehabilitation project includes that portion of Nine Oaks Road within Wilmington Township, and

WHEREAS, the Nine Oaks Subdivision Rehabilitation project is significant in that it resurfaces the existing pavement in poor condition and creates better drainage, and

WHEREAS, the Local Road Improvement Program (LRIP) administered by the Minnesota Department of Transportation makes available up to \$1,250,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, address transportation deficiencies, and contribute to economic development, and

WHEREAS, the Local Road Improvement Program (LRIP) requires a township, such as Wilmington Township, to have a county sponsor and the support of the County Board, and

WHEREAS, the proposed year for project construction is 2021-2022.

NOW, THEREFORE BE IT RESOLVED BY THE HOUSTON COUNTY BOARD OF COMMISSIONERS AS FOLLOWS; that

1. The County supports Wilmington Township's pursuit of Local Road Improvement Program (LRIP) funds for the reconstruction of the Nine Oaks Subdivision Rehabilitation, and
2. The County agrees to sponsor Wilmington Township's Local Road Improvement Program application to MnDOT and perform sponsor tasks.

*******CERTIFICATION*******

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Donna Trehus, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners dated February 23, 2021

WITNESS my hand and the seal of my office this 23rd day of February, 2021.

(SEAL)

Donna Trehus, Houston County Auditor/Treasurer

RESOLUTION NO. 21-17
February 23, 2021

RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

**RESOLUTION OF SUPPORT FOR AND AGREEMENT TO SPONSOR YUCATAN TOWNSHIP
PURSUIT OF 2020 LOCAL ROAD IMPROVEMENT PROGRAM FUNDING FROM MnDOT FOR THE
CUT ACROSS ROAD RECONSTRUCTION PROJECT**

WHEREAS, the Cut Across Road Reconstruction project includes Cut Across Road between Houston County State Aid Highway 4 and E Twin Ridge Road, and

WHEREAS, the Cut Across Road Reconstruction project is regionally significant in that it supports adjacent economic activities, improves drainage, improves safety, and connects Houston County State Aid Highway 4 and E Twin Ridge Road to Houston County State Aid Highway 10, and

WHEREAS, the Local Road Improvement Program (LRIP) administered by the Minnesota Department of Transportation makes available up to \$1,250,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, address transportation deficiencies, and contribute to economic development, and

WHEREAS, the Local Road Improvement Program (LRIP) requires a township, such Yucatan Township to have a county sponsor and the support of the County Board, and

WHEREAS, the proposed year for project construction is 2021-2022.

NOW, THEREFORE BE IT RESOLVED BY THE HOUSTON COUNTY BOARD OF COMMISSIONERS AS FOLLOWS; that

1. The County supports Yucatan Township's pursuit of Local Road Improvement Program (LRIP) funds for the reconstruction of Cut Across Road between Houston County State Aid Highway 4 and E Twin Ridge Road, and
2. The County agrees to sponsor Yucatan Township's Local Road Improvement Program application to MnDOT and perform sponsor tasks.

*****CERTIFICATION*****

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Donna Trehus, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners dated February 23, 2021

WITNESS my hand and the seal of my office this 23rd day of February, 2021.

(SEAL)

Donna Trehus, Houston County Auditor/Treasurer

Houston County Agenda Request Form

Date Submitted:

February 1, 2021

Board Date:

February 23, 2021

Person requesting appointment with County Board:

Brian Pogodzinski

Issue:

Consider approving the attached budget amendment. The County's State Aid highway maintenance funding is set and we have received less of a cut than we initially anticipated. Please consider the proposed amendments to bring the department closer to previous maintenance activity levels. The 2021 Bond interest payment has been taken into consideration.

Attachments/Documentation for the Board's Review:

Budget amendment worksheet.

Justification:

Proposed adjustments will allow the department to not fall farther behind on maintenance activities, without having to use fund balance (zero net financial impact versus adopted 2021 budget)

Action Requested:

Approval

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.

BUDGET AMENDMENT REQUEST FORM

REQUESTOR INFORMATION				February 23, 2021			Budget Amendments		
Department: Highway, Brian Pogodzinski									
Accountant: Sheila Schroeder							REVENUES AND EXPENDITURES		
Requested Change(s)									
Account Number	Account Name	Current 2021 Budget	Addition/Debit	Reduction/Credit	Revised 2021 Budget	Description	Reason		
10-302-000-0000-5304	MIN AID, REGULAR MAINTENANCE	\$ 1,637,803.00	\$ 102,984.00	\$ 27,925.19	1,712,861.81	Increase due to availability of State Aid final numbers . Showing a reduction for 2021 interest on bond			
10-302-000-0000-5304	MIN AID, MUNICIPAL MAINTENANCE	\$ 121,573.00	\$ 7,845.00		129,418.00	Increase due to availability of State Aid final numbers .			
	Total Revenue Adjustment	\$ 1,759,376.00	\$ 110,829.00	\$ 27,925.19	\$ 1,842,279.81				
10-302-000-0000-6509	ROAD SUPPLIES	\$ 620,500.00		\$ 50,000.00	570,500.00	Decrease due to redistribution of funds to Bridge Supplies and County Projects. Salt: \$250,000 decrease to \$200,000			
10-302-000-0000-6831	COUNTY PROJECTS	\$ 800,000.00	\$ 133,000.00		933,000.00	Traffic Marking: \$150,000 increase to \$215,000 Shouldering: \$270,000 increase to \$340,000 Crackfilling: \$50,000 decrease to \$40,000 Sealcoating: \$330,000 decrease to \$223,000			
10-302-000-0000-6601	MAJOR EQUIPMENT	\$ 343,338.00	\$ 6,500.00		349,838.00	Redistribute budget dollars from Minor Equipment to cover Skid Steer			
10-302-000-0000-6606	MINOR EQUIPMENT - MAINTENANCE	\$ 28,000.00		\$ 6,500.00	21,500.00	Redistribute budget dollars from Minor Equipment to cover Skid Steer			
	Total Expense Adjustment	\$ 1,791,838.00	\$ 139,500.00	\$ 56,500.00	1,874,838.00				
	Net Expense	\$	\$ 83,000.00						

Revenue	\$ 82,903.81
Expense	\$ (83,000.00)
	\$ (96.19)

An amount of \$27,925.19 has been set aside from the State Aid Allotment for the Bond Interest Payment

BUDGET AMENDMENT REQUEST FORM

REQUESTOR INFORMATION		February 23, 2021	Budget Amendments
Department: Highway, Brian Pogodzinski			
Accountant: Sheila Schroeder			REVENUES AND EXPENDITURES

Requested Change(s)						
Account Number	Account Name	Current 2021 Budget	Addition/Debit	Reduction/Credit	Revised 2021 Budget	Description Reason
10-302-000-0000-5316	TOWNSHIP GAS TAX	\$ 256,828.00	\$ 20,989.00		277,817.00	Increase due to availability of State Aid final numbers .
	Total Revenue Adjustment	\$ 256,828.00	\$ 20,989.00		\$ 277,817.00	
10-302-000-0000-6839	TOWNSHIP GAS TAX DISTRIBUTION	\$ 256,828.00	\$ 20,989.00		277,817.00	Increase due to availability of State Aid final numbers .
	Total Expense Adjustment	\$ 256,828.00	\$ 20,989.00		\$ 277,817.00	
	Net Expense		\$ 20,989.00			

Revenue	\$ 20,989.00
Expense	\$ (20,989.00)
	\$ -

Houston County Agenda Request Form

Date Submitted: February 2, 2021 Board Date: February 23, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Request to approve purchase of New Holland C332 Compact Track Loader from Caledonia Implement for \$38,500. Purchase price includes the trade of Unit 4093, New Holland L190 Skid Loader.

Attachments/Documentation for the Board's Review:

Caledonia Implement quote is attached but was also compared to Bobcat's state bid price.

Justification:

This purchase allows the County to keep up the proper life cycle of our equipment and to maximize sale and trade-in values.

Action Requested:

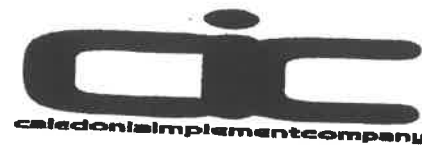
Approve purchase of track loader from Caledonia Implement.

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.



Retail Offer



CUSTOMER INFORMATION:
HOUSTON COUNTY HIGHWAY MN USA

DEALERSHIP:
CALEDONIA IMPLEMENT COMPANY 509 SO. HIGHWAY 44 / 76 CALEDONIA, MN 55921 USA 507-725-3386

Retail Offer Number: 0001092577-1

Retail Offer Valid to: 02/28/2021

Description:

UNITS OFFERED			
Unit # 1 C332			
Vehicle / Quote Number:	0701469567	List Price	87,872.00
Sales Order Number:		Offered Price	58,500.00
VIN/Serial #:		Physical Damage Ins. (Deductible \$/ months)	

TRADE IN DETAILS	
09' L190	
Value	
Trade Remaining Payment	20,000.00
Equity	0.00
	20,000.00
Trade Ins Subtotal	
	\$-20,000.00
Total	
	\$58,500.00
Down Payment	
	\$0.00
Total Offer Value	
	\$38,500.00

FINANCING INFORMATION			
Financed By	N/A	Amount Financed	38,500.00
Loan Type		Rate Type	
		Term in Months	
		Interest Rate	

Retail Offer

Vehicle Configuration					
Vehicle / Quote Number: 0701489567					
NORMAL	NORMAL OFFER		761314	HVAC CAB	
NHCE	NEW HOLLAND CE		761328	BLOCK HEATER	
C332R	C332-RG		761042	E-H CONTROLS	
CE-NA	CE-NA		761037	HIGH FLOW PLUS PACKAGE	3,047.00
	Base price	82,432.00	761311	E-H CAB LCD DISPLAY	5,130.00
761328	ENGLISH		761300	BASE-E-H	
761334	MULTIFUNC NO RD LGTS		761031	2 SPEED E-H CONTROLS	
761323	SELF LEVEL-E-H		761205	HEAVY DUTY REAR DOOR	
761165	RIDE CONTROL		761627	761627 EH2-LIMITED-AIR CAB	-6,000.00
761069	HIGH FLOW AUXILIARY		761148	78" BOLT ON CUTTING EDGE	259.00
8500147	450 MM (17.7 INCH)		761133	76" LOW PROFILE EXTENDED	1,371.00
463739	STEEL LIGHTS		761224	LAP BAR NEW HOLLAND	
761062	AIR RIDE SUSPENSION SEAT	582.00	761325	HYDRAULIC COUPLER	1,051.00
761173	FLOOR MAT E-H CONTROLS		464957	TRANSPORT PROTECTION	
761156	GLASS FRONT DOOR			Total List Price	\$87,872.00

Houston County Agenda Request Form

Date Submitted: February 16, 2021 Board Date: February 23, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Project # SP 028-606-024 with Mathy Construction who provided for the paving on CSAH 6 is complete and ready for final payment.

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.

Language for Minutes:

Commissioner _____ moved, Commissioner _____ seconded, unanimously carried to approve Resolution 20-_____ Final Acceptance of Contract #304 – Mathy Construction completes SP 028-606-024 at a total cost of \$2,376,849.82.

WHEREAS, Contract No. 304 has in all things been completed, and the County Board being fully advised in the premises; and

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 as specified herein.

For County Use Only			
<u>Reviewed by:</u>	_____ 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.

RESOLUTION NO. 21-18
Final Acceptance of Contract #304 – Mathy Construction.

February 23, 2021

WHEREAS, Contract #304 completes SP 028-606-024 at a total cost of \$2,376,849.82.

WHEREAS, Contract No. 304 has in all things been completed, and the County Board being fully advised in the premises;

NOW THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners accepts said completed project

*****CERTIFICATION*****

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Donna Trehus, County Auditor/Treasurer do certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated February 23, 2021.

WITNESS my hand and the seal of my office this 23rd day of February 2021.

Signed by _____
Houston County Auditor - Treasurer

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.
Caledonia, MN 55921



Project SP 028-606-024 [35] - SP 028-606-024 Full Depth Reclamation, Plant Mixed Bituminous Surfacing and Aggregate
Shouldering
Final Payment No. 5

Contractor: Mathy Construction
920 10th Ave. N.
Onalaska, WI 54650

Contract No. 304
Vendor No. 12811
For Period: 11/26/2020 - 2/8/2021
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$2,416,084.64
Contract Changes	(\$26,361.04)
Revised Contract	\$2,389,723.60

Work Certified To Date

Base Bid Items	\$2,403,210.86
Backsheet	(\$26,361.04)
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$2,376,849.82

Funds Encumbered

Original	\$2,416,084.64
Additional	N/A
Total	\$2,416,084.64

	Work Certified This Payment	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Payment	Total Amount Paid To Date
SP 028-606-024 [35]	(\$110.93)	\$2,376,849.82	\$0.00	\$2,353,191.14	\$23,658.68	\$2,376,849.82
Percent Retained: 0.0000%						
Amount Paid This Final Payment					\$23,658.68	

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 _____

Approved By Mathy Construction

County/____/Project Engineer

Contractor

Date _____

Date

2/9/2021

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION
1124 East Washington St.
Caledonia, MN 55921
Project No. SP 028-606-024 [35]
Final Payment No. 5

Houston County DOT
Certificate of Final Contract Acceptance
Final Voucher No.: 5

Low S.P. No.: SP 028-606-024 [35]

Contract No.: 304

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 _____ 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 \$2,376,849.82 and agrees to the amount of \$23,658.68 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor Mathy Construction, By Andy Mannelli
And Dana Fredrickson And _____

State of Minnesota, Houston County DOT

On This 9th Day February, 2021, Before me appeared _____ To me known

(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 Mannelli And Dana Fredrickson to me personally known, who, being each by
me duly sworn

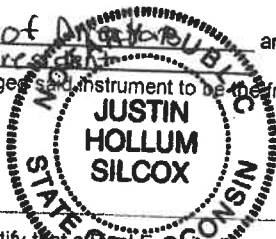
each did say that they are respectively the Vice President and Vice President of the

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

Seal



My Commission as Notary Public in

LA GRASSE County

Expires

N/A

Signature

Justin Hollum Silcox

I hereby certify that a final determination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown on 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. SP 028-806-024 [35]
Final Payment No. 5

Houston County DOT
Certificate of Final Acceptance
County Board Acknowledgment

Contract Number: 304
Contractor: 12811 - Mathy Construction
Date Certified: 2/8/2021
Payment Number: 5

Whereas; Contract No. 304 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, Donna Trehus, County ^{Auditor/}~~Treasurer~~ 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 23RD day of February, 2021

At Caledonia, Minnesota

Signed By _____
County Auditor/Treasurer

(SEAL)

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION
 1124 East Washington St.
 Caledonia, MN 55921
 Project No. SP 028-606-024 [35]
 Final Payment No. 5

SP 028-606-024 [35] Payment Summary

No.	From Date	To Date	Work Certified Per Payment	Amount Retained Per Payment	Amount Paid Per Payment
1	03/30/2020	06/18/2020	\$644,074.89	\$32,203.74	\$611,871.15
2	06/19/2020	07/16/2020	\$1,439,896.14	\$71,994.81	\$1,367,901.33
3	07/17/2020	08/06/2020	\$292,989.72	\$14,649.49	\$278,340.23
4	08/07/2020	11/25/2020	\$0.00	(\$95,078.43)	\$95,078.43
5	11/26/2020	02/08/2021	(\$110.93)	(\$23,769.61)	\$23,658.68
Totals:			\$2,376,849.82	\$0.00	\$2,376,849.82

SP 028-606-024 [35] 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	2,376,849.82	0.00	2,353,191.14	23,658.68	2,376,849.82
Totals:	\$2,376,849.82	\$0.00	\$2,353,191.14	\$23,658.68	\$2,376,849.82

SP 028-606-024 [35] Funding Source Report

Accounting No.	Funding Source	Amount Paid This Payment	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
308	Federal Eligible Items FAA Sort Type	16,800.00	1,680,000.00	1,680,000.00	1,680,000.00
333	Regular (CSAH)	6,858.68	709,723.60	736,084.64	696,849.82
Totals:		\$23,658.68	\$2,389,723.60	\$2,416,084.64	\$2,376,849.82

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION
 1124 East Washington St.
 Caledonia, MN 55921
 Project No. SP 028-606-024 [35]
 Final Payment No. 5

SP 028-606-024 [35] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
SP 028-606-024									
3	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LF	\$3.60	558	0	\$0.00	676.5	\$2,435.40
2	2104.503	REMOVE CABLE GUARDRAIL	LF	\$2.25	300	0	\$0.00	0	\$0.00
1	2104.503	REMOVE GUARDRAIL-PLATE BEAM	LF	\$2.25	396	0	\$0.00	396	\$891.00
4	2105.507	SUBGRADE EXCAVATION	CY	\$31.00	71	0	\$0.00	0	\$0.00
5	2112.619	SHOULDER PREPARATION	RDST	\$30.00	347	0	\$0.00	330	\$9,900.00
6	2211.509	AGGREGATE BASE CLASS 5	TON	\$28.50	132	0	\$0.00	0	\$0.00
7	2215.504	FULL DEPTH RECLAMATION (P)	SY	\$1.33	102677	0	\$0.00	102677	\$136,560.41
8	2215.507	HAUL FULL DEPTH RECLAMATION (LV)	CY	\$55.00	55	0	\$0.00	132	\$7,260.00
9	2221.509	SHOULDER BASE AGGREGATE CLASS 2	TON	\$20.53	4890	0	\$0.00	4236.55	\$86,976.37
10	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$5.87	6001	0	\$0.00	8886	\$52,160.82
11	2356.504	BITUMINOUS SEAL COAT	SY	\$0.86	120015	0	\$0.00	119180	\$102,494.80
12	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$4.20	30004	0	\$0.00	30272	\$127,142.40
13	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;C)	TON	\$61.62	28188	0	\$0.00	28678.3	\$1,767,156.85
14	2360.609	BITUMINOUS PAVEMENT DENSITY INCENTIVE	TON	\$2.10	27161	-52.8238	(\$110.93)	11986.8429	\$25,172.37
15	2399.623	PAVEMENT SMOOTHNESS INCENTIVE	RD SEG	\$270.00	131	0	\$0.00	83.03237	\$22,418.74
16	2540.602	MAIL BOX SUPPORT	EACH	\$150.00	45	0	\$0.00	46	\$6,900.00
17	2540.602	RELOCATE MAIL BOX SUPPORT	EACH	\$85.00	4	0	\$0.00	4	\$340.00
19	2554.502	ANCHORAGE ASSEMBLY	EACH	\$950.00	1	0	\$0.00	1	\$950.00

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.
Caledonia, MN 55921
Project No. SP 028-606-024 [35]
Final Payment No. 5

SP 028-606-024 [35] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
18	2554.502	END TREATMENT-TANGENT TERMINAL	EACH	\$2,775.00	5	0	\$0.00	5	\$13,875.00
22	2554.503	TRAFFIC BARRIER DESIGN SPECIAL	L F	\$96.00	100	0	\$0.00	100	\$9,600.00
21	2554.503	TRAFFIC BARRIER DESIGN B8307	L F	\$25.00	63	0	\$0.00	63	\$1,575.00
20	2554.503	TRAFFIC BARRIER DESIGN B8338	L F	\$18.95	600	0	\$0.00	600	\$11,370.00
23	2563.601	TRAFFIC CONTROL	LS	\$7,200.00	1	0	\$0.00	1	\$7,200.00
25	2582.503	6" DOTTED LINE PAINT	LIN FT	\$0.10	58	0	\$0.00	57	\$5.70
28	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	\$0.16	17029	0	\$0.00	17200	\$2,752.00
26	2582.503	4" SOLID LINE PAINT	L F	\$0.08	9963	0	\$0.00	9835	\$786.80
24	2582.503	6" SOLID LINE PAINT	L F	\$0.10	70357	0	\$0.00	70000	\$7,000.00
27	2582.503	4" BROKEN LINE PAINT	L F	\$0.08	1604	0	\$0.00	3590	\$287.20
Totals For Section SP 028-606-024:							(\$110.93)		\$2,403,210.86
Backsheet 1 - Asphalt Pavement - Adjusted AFT Deduction									
29	9016	BITUMINOUS MIXTURE - ADJUSTED AFT DISINCENTIVE	LUMP SUM	(\$26,361.04)	1	0	\$0.00	1	(\$26,361.04)
Totals For Backsheet 1 - Asphalt Pavement - Adjusted AFT Deduction:							\$0.00		(\$26,361.04)
Project Totals:							(\$110.93)		\$2,376,849.82

SP 028-606-024 [35] Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
BK1	Backsheet	7/15/2020	MnDOT Standard Specification 2360 provides for Adjusted Asphalt Film Thickness (Adj. AFT) testing of the bituminous mixture. The Adj. AFT test requirements of the Plant Mixed Asphalt Pavement specification, indicates that the Contractor achieved a 20% pay reduction of the bituminous mixture for results outside the JMF broad band on 6/19/20 and 6/24/20. 2360 QC/QA Test Result Summaries are located in the Engineer's Project File.	(\$26,361.04)	(\$26,361.04)
Contract Change Totals:				(\$26,361.04)	(\$26,361.04)

Houston County Agenda Request Form

Date Submitted: February 16, 2021 Board Date: February 23, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Project # SAP 028-625-022 with Mathy Construction who provided for the paving on CSAH 25 is complete and ready for final payment.

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.

Language for Minutes:

Commissioner _____ moved, Commissioner _____ seconded, unanimously carried to approve Resolution 20-_____ Final Acceptance of Contract #306 – Mathy Construction completes SAP 028-625-022 at a total cost of \$2,554,118.46.

WHEREAS, Contract No. 306 has in all things been completed, and the County Board being fully advised in the premises; and

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 as specified herein.

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.

RESOLUTION NO. 21-19
Final Acceptance of Contract #306 – Mathy Construction.

February 23, 2021

WHEREAS, Contract #306 completes SAP 028-625-022 at a total cost of \$2,554,118.46.

WHEREAS, Contract No. 306 has in all things been completed, and the County Board being fully advised in the premises;

NOW THEREFORE, BE IT RESOLVED, the Houston County Board of Commissioners accepts said completed project

*****CERTIFICATION*****

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Donna Trehus, County Auditor/Treasurer do certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated February 23, 2021.

WITNESS my hand and the seal of my office this 23rd day of February 2021.

Signed by _____

Houston County Auditor - Treasurer

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION

1124 East Washington St.
Caledonia, MN 55921

Project SAP 028-625-022 - SAP 028-625-022 Paving
Final Payment No. 5

Contractor: Mathy Construction
920 10th Ave. N.
Onalaska, WI 54650

Contract No. 306
Vendor No. 12811
For Period: 11/26/2020 - 1/25/2021
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$2,518,951.38
Contract Changes	\$24,487.50
Revised Contract	\$2,543,438.88

Work Certified To Date

Base Bid Items	\$2,530,839.66
Backsheet	\$0.00
Change Order	\$23,278.80
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$2,554,118.46

Funds Encumbered

Original	\$2,518,951.38
Additional	N/A
Total	\$2,518,951.38

	Work Certified This Payment	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Payment	Total Amount Paid To Date
SAP 028-625-022	\$0.00	\$2,554,118.46	\$0.00	\$2,528,577.28	\$25,541.18	\$2,554,118.46
Percent Retained: 0.0000%						
Amount Paid This Final Payment					\$25,541.18	

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

Approved By Mathy Construction

County/City/Project Engineer

Contractor

Date

Date

2/10/2021

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION
1124 East Washington St.
Caledonia, MN 55921
Project No. SAP 028-625-022
Final Payment No. 5

Houston County DOT
Certificate of Final Contract Acceptance
Final Voucher No.: 5

Low S.P. No.: SAP 028-625-022

Contract No.: 306

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 _____ 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 \$2,554,118.46 and agrees to the amount of \$25,541.18 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor Mathy Construction By Andy Marinelli
And Neil R. Bakke And _____

State of Minnesota, Houston County DOT

On This 10th Day February, 2021, 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

Andy Marinelli And Neil Bakke (Corporate Acknowledgment)
each by me duly sworn, to me personally known, who, being

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

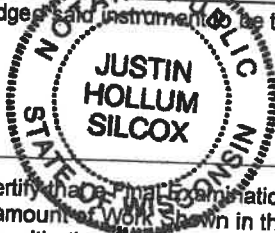
Mathy Construction Company Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

Board of Directors and said Vice President and Co-President

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

Notarial

Seal



My Commission as Notary Public in L4 Grasse County

Expires N/A

Signature Justin Silcox

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.

2-10-21

Dated _____ Signature _____ District _____

Engineer

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION
1124 East Washington St.
Caledonia, MN 55921
Project No. SAP 028-625-022
Final Payment No. 5

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION
1124 East Washington St.
Caledonia, MN 55921
Project No. SAP 028-625-022
Final Payment No. 5

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

Contract Number: 306
Contractor: 12811 - Mathy Construction
Date Certified: 1/25/2021
Payment Number: 5

Whereas; Contract No. 306 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, Donna Trehus, County ^{Auditor -} Treasurer 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 23RD day of FEBRUARY, 20 21

At Caledonia, Minnesota

Signed By _____
County Auditor - Treasurer

(SEAL)

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION
 1124 East Washington St.
 Caledonia, MN 55921
 Project No. SAP 028-625-022
 Final Payment No. 5

SAP 028-625-022 Payment Summary

No.	From Date	To Date	Work Certified Per Payment	Amount Retained Per Payment	Amount Paid Per Payment
1	06/01/2020	09/09/2020	\$681,934.32	\$34,096.72	\$647,837.60
2	09/10/2020	10/08/2020	\$1,681,541.88	\$84,077.09	\$1,597,464.79
3	10/09/2020	10/27/2020	\$190,642.26	\$9,532.11	\$181,110.15
4	10/28/2020	11/25/2020	\$0.00	(\$102,164.74)	\$102,164.74
5	11/26/2020	01/25/2021	\$0.00	(\$25,541.18)	\$25,541.18
Totals:			\$2,554,118.46	\$0.00	\$2,554,118.46

SAP 028-625-022 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
000	2,554,118.45	0.00	2,528,577.27	25,541.18	2,554,118.45
Totals:	\$2,554,118.45	\$0.00	\$2,528,577.27	\$25,541.18	\$2,554,118.45

SAP 028-625-022 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Payment	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
324	Regular (CSAH)	25,541.18	2,543,438.88	2,518,951.38	2,554,118.45
Totals:		\$25,541.18	\$2,543,438.88	\$2,518,951.38	\$2,554,118.45

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION
1124 East Washington St.
Caledonia, MN 55921
Project No. SAP 028-625-022
Final Payment No. 5

SAP 028-625-022 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
SAP 028-625-022									
1	2104.502	REMOVE ECCENTRIC LOADER BCT	EACH	\$275.00	2	0	\$0.00	2	\$550.00
4	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$2.25	316	0	\$0.00	224	\$504.00
2	2104.503	REMOVE GUARDRAIL-PLATE BEAM	L F	\$2.50	188	0	\$0.00	188	\$470.00
3	2104.503	SALVAGE GUARDRAIL	L F	\$2.50	1638	0	\$0.00	1638	\$4,095.00
5	2105.507	SUBGRADE EXCAVATION	C Y	\$31.68	250	0	\$0.00	7	\$221.76
6	2112.619	SHOULDER PREPARATION	RDST	\$28.00	386	0	\$0.00	386	\$10,808.00
7	2211.509	AGGREGATE BASE CLASS 5	TON	\$18.80	6457	0	\$0.00	6385.11	\$120,040.07
8	2215.504	FULL DEPTH RECLAMATION (P)	S Y	\$1.43	113169	0	\$0.00	113169	\$161,831.67
9	2215.507	HAUL FULL DEPTH RECLAMATION (LV)	C Y	\$14.20	194	0	\$0.00	476	\$6,759.20
10	2221.509	SHOULDER BASE AGGREGATE CLASS 2	TON	\$25.10	5894	0	\$0.00	6296.94	\$158,053.19
11	2232.602	MILLED RUMBLE STRIPS	EACH	\$2,000.00	5	0	\$0.00	5	\$10,000.00
12	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3:C)	TON	\$62.67	30285	0	\$0.00	30905.07	\$1,936,820.74
13	2360.609	BITUMINOUS PAVEMENT DENSITY INCENTIVE	TON	\$1.86	29538	0	\$0.00	21027.8065	\$39,111.72
14	2399.623	PAVEMENT SMOOTHNESS INCENTIVE	RD SEG	\$270.00	147.2	0	\$0.00	89.8315	\$24,254.51
15	2540.602	MAIL BOX SUPPORT	EACH	\$150.00	33	0	\$0.00	33	\$4,950.00
16	2540.602	RELOCATE MAIL BOX SUPPORT	EACH	\$85.00	4	0	\$0.00	3	\$255.00
		END TREATMENT-							

HOUSTON COUNTY DEPARTMENT OF TRANSPORTATION
1124 East Washington St.
Caledonia, MN 55921
Project No. SAP 028-625-022
Final Payment No. 5

SAP 028-625-022 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Payment	Amount This Payment	Quantity To Date	Amount To Date
17	2554.502	TANGENT TERMINAL	EACH	\$2,800.00	2	0	\$0.00	2	\$5,600.00
19	2554.503	TRAFFIC BARRIER DESIGN B8307	L F	\$26.00	100	0	\$0.00	100	\$2,600.00
18	2554.503	TRAFFIC BARRIER DESIGN B8338	L F	\$18.65	150	0	\$0.00	75	\$1,398.75
20	2554.603	INSTALL GUARDRAIL	L F	\$13.25	1638	0	\$0.00	1700	\$22,525.00
21	2563.601	TRAFFIC CONTROL	LS	\$7,200.00	1	0	\$0.00	1	\$7,200.00
23	2582.503	4" SOLID LINE PAINT	L F	\$0.075	9696	0	\$0.00	9696	\$727.20
22	2582.503	6" SOLID LINE PAINT	L F	\$0.095	78045	0	\$0.00	78710	\$7,477.45
24	2582.503	4" BROKEN LINE PAINT	L F	\$0.075	2000	0	\$0.00	1980	\$148.50
25	2582.503	4" DBLE SOLID LINE PAINT	L F	\$0.15	29012	0	\$0.00	29586	\$4,437.90
Totals For Section SAP 028-625-022:							\$0.00		\$2,530,839.66
Change Order 1 - Crushed Bituminous Shouldering									
26	9996	CRUSHED BITUMINOUS	TON	\$32.65	750	0	\$0.00	712.98	\$23,278.80
Totals For Change Order 1 - Crushed Bituminous Shouldering:							\$0.00		\$23,278.80
Project Totals:							\$0.00		\$2,554,118.46

SAP 028-625-022 Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change Order	9/30/2020	The Contract requires the use of Class 2 Shoulder Base Aggregate for all shouldering construction. The Engineer has determined that the existing grade of the shoulder from Station 49+00 to Station 93+00 is susceptible to erosion. It has been determined that the material for the shouldering of this section shall be Crushed Bituminous (Ton). The Engineer has determined that this constitutes Extra Work. The Contractor shall furnish and install the items related to Crushed Bituminous (Ton). The documentation pertaining to the Contract Change will be located in the Project File. Contract time will not be modified for this change.	\$24,487.50	\$23,278.80
Contract Change Totals:				\$24,487.50	\$23,278.80

Houston County Agenda Request Form

Date Submitted: 2/18/2021

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

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

Issue:

Review and approve Adult and Children's Mobile Crisis Grant Cooperative Agreement. This regional agreement provides mobile mental health crisis response. It also includes maximum county contributions to stabilize this service which will also be used for match to attempt to capture mental health crisis center bonding dollars.

Attachments/Documentation for the Board's Review:

Two copies of agreement for review and signature.

Justification:

Action Requested:

Review and approve agreement 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)	

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 schedule appointments as appropriate.

**COOPERATIVE AGREEMENT
ADULT & CHILDREN'S MOBILE CRISIS GRANT COOPERATIVE AGREEMENT
2021-2022**

WHEREAS, Fillmore County, Goodhue County, Houston County, Mower County, Olmsted County, Minnesota Prairie County Alliance, Wabasha County, and Winona County ("Participating Counties") have agreed to integrate State financial resources into the CREST Initiative ("CREST"); and

WHEREAS, CREST was established in 1995 under the authority of the County Mental Health Authorities, in accordance with M.S. 245.465 and the Commissioner of Human Services; and

WHEREAS, Participating Counties adopted the CREST Compact Council Operating Procedures and By-Laws developed on July 16, 2004; and

WHEREAS, CREST is responsible for allocating State financial resources to provide Adult Mental Health Initiative services in Participating Counties; and

WHEREAS, by integrating Rule 12 State Operated Services financial resources into CREST, Participating Counties are therefore allowed maximum flexibility in using such resources in a manner best suited to client and regional needs; and

WHEREAS, in December 2013 the Minnesota Department of Human Services (DHS) awarded Participating Counties an Adult & Children's Mobile Crisis Services Grant ("Grant");

NOW THEREFORE, in consideration of the mutual promises and consideration contained herein among Participating Counties and the authority provided in Minn. Stat. 471.59, Participating Counties agree as follows:

1. The purpose of this Agreement is to jointly agree that Participating Counties will integrate the Mobile Crisis Grant (Grant) resources into CREST, from January 1, 2021 to December 31, 2022.
2. The Grant includes an ongoing amount of \$1,225,000 between the two years.
3. The Participating Counties have agreed to the need to maintain Mobile Crisis Services at full capacity. In order to maintain that capacity when either DHS has reduced the grant award or when service expenses have increased, each Participating County has agreed to pay the amounts listed below to maintain full capacity of Mobile Crisis Services. The amounts listed below for the Participating Counties are based on the relative proportion of each Participating County's population as certified by the Minnesota State Demographic Center's annual estimate, except in years the United States census is published. Each summer population estimates for the previous year are released which will be used to determine the following two year's contributions. Olmsted County will invoice each Participating County sometime after July 1st of each year.

County	2021	2022
Fillmore	\$23,598	\$21,470
Goodhue	\$52,046	\$47,352
Houston	\$20,870	\$18,194
MNPrairie	\$85,946	\$78,194
Mower	\$44,959	\$40,904
Olmsted	\$179,763	\$163,550
Wabasha	\$24,219	\$22,034

Winona	\$56,955	\$51,818
--------	----------	----------

4. If there is underspending from 2021, Participating Counties can carry that amount over and their 2022 invoice will reflect that. If there is underspending from 2022, Participating Counties will review the underspend as part of the December 2022 Regional Directors' Meeting and jointly determine how to address the underspend on or before the January 2023 Regional Directors' Meeting. If a refund is the decision, Olmsted County will issue said refund in the first quarter 2023.
5. Olmsted County will act as the fiscal host for the Grant and shall receive a flat administrative fee of \$45,000 for each year to act as fiscal host for the Grant.
6. Allocations occurring in future calendar years may be added to this Agreement via written addendum.
7. If the State requests that allocated funds distributed be returned, Participating Counties shall return such funds allocated for crisis services.
8. Each Participating County authorizes Olmsted County to be the entity to contract directly with provider agencies for key roles in the development and provision of mobile crisis services. Upon completion and signature of any contracts, Olmsted County shall provide a copy to each Participating County upon request.
9. Each Participating County who receives grant dollars passed through Olmsted County agrees to indemnify and hold harmless Olmsted County for any determinations by any authority that grant dollars used by or received by the Participating County were not used and/or must be repaid to the State or Federal government. The affected Participating County agrees to pay any necessary amounts, including any penalties, interest, or fees of any kind, on the time schedule determined by the State or Federal government to the payee determined by the State or Federal government. If Olmsted County, solely in its own discretion, agrees to be an intermediary in any repayments for the affected Participating County, that County agrees to cooperate fully with Olmsted County and to not delay any necessary payments. The affected Participating County agrees to reimburse Olmsted County for any reasonable costs incurred by Olmsted County related to assisting the affected Participating County or caused by complying with requests of the granting authority related to funds received by that Participating County.
10. Olmsted County may not advance pass-through or expense reimbursement grant dollars to any other county. Each Participating County acknowledges that it will not receive any grant funds from Olmsted County until Olmsted County has received the funds from the grantor. Olmsted County will make reasonable efforts to disburse funds to each Participating County as soon as practicable through Olmsted County's normal accounts payable processes.
11. Each Participating County acknowledges that if the grant terms require provision of documentation by the fiscal support entity for any purpose including securing reimbursement from the grantor that it must provide the documentation to Olmsted County on the schedule established by Olmsted County so that sufficient processing time is available to pass the information through to the grantor. Olmsted County will make reasonable efforts to gather and pass on required documentation, but staff absences or workload may delay this process. Olmsted

County is not responsible for any interest or fees due to delayed pass through of funds which result from the Participating County's failure to provide documentation on a timely basis. Olmsted County is not responsible for requesting, editing, reviewing, changing, or verifying any information provided to it by Participating Counties for this grant unless specifically stated elsewhere in this Agreement.

12. Participating Counties may audit records related to CREST and Mobile Crisis and services provided under this Agreement. Participating Counties agree to cooperate with any records disclosure request made by any Participating County, or the State Auditor related to an audit of this program. Parties agree to be bound by the requirements of the Minnesota Government Data Practices Act as it applies to any data which may be created in the course of this program.
13. Each Participating County shall maintain at their own expense general liability, professional liability and error and omissions insurance coverage, or equivalent coverage, at levels appropriate to cover the activities of that Participating County or its subcontractors, agents, or employees under this Agreement.
14. Participating Counties shall save and hold harmless all other Participating Counties and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Participating Counties or its subcontractors, agents, or employees under this Agreement.
15. The failure of any Participating County to enforce any provisions of this Agreement shall not constitute a waiver by such County of that or any other provision.
16. The Participating Counties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
17. The term of this Agreement shall be from January 1, 2021 through December 31, 2022 and/or shall remain in effect until one of the following occurs: 1) a new Agreement is signed by all Participating Counties 2) the term of this Agreement is extended via an Addendum or 3) the Participating Counties choose to terminate the Agreement in accordance with the termination language below.
18. The Participating Counties may also terminate this Agreement effective upon mailing of 30 days of written notice to other affected parties, under any of the following conditions:
 - a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Agreement may at the parties' discretion be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

- c. If any Participating County chooses to opt out of providing CREST-funded Rule 12 adult mental health services, which will require at least 60-day notice to the other Participating Counties. In this event, the remaining Participating Counties shall jointly determine whether to terminate this Agreement or redistribute the CREST funds amongst the remaining Participating Counties.

Any such termination of the Agreement shall not reduce or negate any obligations or liabilities of any party already accrued prior to such termination.

19. Participating Counties shall individually sign and return this Agreement to Olmsted County Health, Housing and Human Services, Contract Management Unit, Attention: Jill Schmidt, 2117 Campus Drive S.E., Suite 200, Rochester, MN 55904.
20. Each Participating County shall provide the Jill Schmidt of the Contract Management Unit with a copy of the fully signed Cooperative Agreement.
21. This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

COUNTY OF _____

By: _____
Title: Chairperson of the County Board

Dated: _____

ATTESTED TO:

By: 
Title: Director of Public Health and Human Services

Dated: 2/1/21

APPROVED AS TO FORM AND EXECUTION:

By: 
Title: Lead County Attorney

Dated: 2-8-21

Houston County Agenda Request Form

Date Submitted: 2/18/2021

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

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

Issue:

Review and approve MFIP/DWP contract with WDI (Workforce Development Inc.) for required employment and training services.

Attachments/Documentation for the Board's Review:

Two copies of contract for review and signature

Justification:

Action Requested:

Review and approve agreement 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)	
<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, 2021 to December 31, 2021, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 25, Termination, paragraph a.

WITNESSETH

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

WHEREAS, 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 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 Pogleasa
Houston County Public Health and Human Services Director
304 South Marshall Street
Caledonia, MN 55921
john.pogleasa@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: 2/1/2021 _____
Jinny Rietmann
Executive Director

HOUSTON COUNTY

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

BY:  _____ DATED: 1/26/2021 _____
Director
Houston County Public Health and Human Services

APPROVED AS TO FORM AND EXECUTION:

BY:  _____ DATED: 2-9-21 _____
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.

Houston County Agenda Request Form

Date Submitted: 1/21/2021

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

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

Issue:

Review 2021 SEMCAC contract for Transportation services

Attachments/Documentation for the Board's Review:

two copies of agreement for review and signature

Justification:

Action Requested:

review and approve agreement as presented

For County Use Only

Reviewed by:

<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)	

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 schedule appointments as appropriate.

PURCHASE OF SERVICE AGREEMENT

The Houston County Board of Commissioners, 304 South Marshall Street, Room 104, 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 **Semcac**, 204 South Elm Street, PO Box 549, Rushford, MN 55971, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2021 to December 31, 2021, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 24, 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, 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

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

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, Houston 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, Houston County agrees to purchase, and the Provider agrees to furnish the following services:

SERVICE DESCRIPTION

Transportation

- b. Purchased Services will be provided at Provider's office and/or at locations as approved by the County.

2. Cost and Delivery of Purchased Services:

- a. The total amount to be paid for such Purchased Services shall not exceed amount listed in Attachment A. The unit cost for providing the services to reimbursement eligible clients is found in **Attachment A**. Reimbursement shall be made on the basis of 100% of the full cost of service to eligible clients.
- b. The Provider certifies that the services to be provided under this Agreement are not

otherwise available without cost to eligible clients. The Provider further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.

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

3. Eligibility for Services:

- a. Preliminary eligibility for clients will be determined either:
 - 1) By the County, or
 - 2) By the Provider. When the Provider has been delegated to make the preliminary determination of the client's eligibility for Purchased Services, the Provider shall complete and send to Houston County, Human Services Department, within five (5) working days of the date of application, an Application for Purchased Services.
- b. Final eligibility will be determined by Houston County. Houston County will, within five (5) calendar days of receipt of the application for Purchase Services, certify in writing to the Provider the client's final eligibility for Purchased Services, and prescribe the amount, disposition, and method of collection of any fees for said Purchased Services.
- c. When Houston County has determined that a client is no longer eligible for Purchased Services, Houston County shall, within ten (10) days of that determination, notify Provider of such determination.
- d. The Provider must notify the County and the client in writing whenever the Provider proposes to discharge or terminate service(s) to a client. The notice must be sent at least sixty (60) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s). The Provider must not discharge or terminate services to a client prior to the proposed date unless

delay would seriously endanger the health, safety, or well-being of other residents or service recipients.

- e. If the County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of the Provider, its agents and/or employees, the County may require that the Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
- f. The Provider shall, within thirty (30) days, notify the Human Service Department, whenever it is unable to, or going to be unable to provide the required quality or quantity of Purchased Services. Upon such notification, Houston County and Provider shall determine whether such inability will require a modification or cancellation of the contract.
- g. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedures must include preparation of a summary of findings, processes, and plans to be transmitted with the client.

4. Payment for Purchased Services:

a. Certification of Expenditures:

The Provider shall, by the 7th of the second month following the month of invoicing, submit a standard invoice for Purchased Services to Houston County. The invoice shall show: (1) total program and administrative expenditures for the month; and/or (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of Purchased Services.

b. Payment for Purchased Services:

Houston County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete. It is understood and agreed that total payment under this contract shall not exceed the amount specified in Section 2(a) above.

5. Standards and Licenses:

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

applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.

- 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
- b. 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.
- c. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
- d. 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.
- e. 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.
- f. 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.
- g. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.

6. 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 Semcac, 204 South Elm Street, Rushford, MN 55971, 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 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 9 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, including a list of clients and projected costs for the year 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.
 - ☒ Provider shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.
 - ☒ As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.
 - ☐ (Other) _____
- d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals,

volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.

- f. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.
- g. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 8.
- h. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.
- i. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- j. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

7. 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 Human Services Director

304 South Marshall Street
Caledonia, MN 55921
john.pugleasa@co.Houston.mn.us

b. The Provider: Jim Wolter
Semcac
204 S. Elm Street, PO Box 549
Rushford, MN 55971
jim.wolter@semcac.org

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

~~b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.~~

c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

9. 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 Erlene Welshons.

- 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** Houston County Public Health and Human Services Department (HCPHHS), 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 HCPHHS 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.

10. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. The Provider agrees to comply with the Civil Rights Act of 1964 and 1991 as amended; Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq.
- b. It is Houston 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.

11. 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.

12. 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 Human Services Department a written appeal. The decision of Houston County for the determination of such appeals, shall be through the Director of Houston County Human Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.

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

13. 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.

14. Indemnification:

- a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:
- 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased,

chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or

- 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
 - 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

15. Insurance and Bonding:

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

- ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
- ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
- ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
- ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.

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

- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 17 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

16. 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 Human Services Director, at (507) 725-5811.

17. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, Houston 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 22 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 Human Services Department must be notified, in writing, prior to action taking place.
- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the agreement between the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the Provider

reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

18. 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

19. 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.

20. 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.

21. 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 9, 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, Houston 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 23(a) or County default, each of the following shall constitute default on the part of the Provider:
 - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
 - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
 - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
 - 5) Failing to perform any other material provision of this Agreement.
- e. Default by County: Unless cured or excused by the Force Majeure provision in Section 23(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.

22. 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 Houston County, Human Services Department, 304 South Marshall Street, Room 104, Caledonia, MN 55921.
- 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 23(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 9.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;

- 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
 - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
 - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
 - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:
- 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
- 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the 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) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
 - 3) County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
 - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.
23. 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.

24. 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.

25. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-25, Attachment A and Exhibits A - F. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, 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.

SEMCAC

BY: _____

Doug Grout
Executive Director

DATED: _____

02/03/2021

HOUSTON COUNTY

BY: _____

Chairperson
Houston County Board of Commissioners

DATED: _____

BY: _____

Director
Houston County Human Services

DATED: _____

1/26/2021

APPROVED AS TO FORM AND EXECUTION:

BY: _____

Houston County Attorney

DATED: _____

2-17-21

AGENCY NAME: Semcac

CONTRACT TYPE: POS – Transportation

INVOICES: Houston County Human Services
Attn: Susan Tostenson
304 S Marshall Street
Caledonia, MN 55921

SERVICE DESCRIPTION	BRASS CODE	FUND	DEPT	UNIT RATE	UNIT TYPE	SERVICE TOTAL
Volunteer Driver - Loaded Mile	NA	11	650	IRS Mileage Rate	Mile	Per Service Agreements
Volunteer Driver - MA Unloaded Miles	NA	11	650	1/2 IRS Mileage Rate	Mile	Per Service Agreements
Volunteer Driver - Rides within city limits that are less than 15 loaded miles	NA	11	650	\$8.00	Ride	Per Service Agreements
Volunteer Driver - Parking ¹	NA	11	650	Cost		Per Service Agreements
Volunteer Driver - Meals ¹	NA	11	650	Cost		Per Service Agreements
Volunteer Driver - Administration	NA	11	650	\$19.71	Ride	Per Service Agreements
Public Bus Service	NA	11	650	Fare Price	Ride	Per Service Agreements
Public Bus Service - Administration	NA	11	650	\$10.00	Ride	Per Service Agreements

Services may not be provided without prior authorization from a Houston County Case Manager.

¹ Follow restrictions contained in the Minnesota Department of Human Services Healthcare Manual.

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 Semcac ("Provider") for the period of January 1, 2021 through December 31, 2021.

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

A. Definitions

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

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

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

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

B. Privacy of Protected Health Information.

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

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

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

C. Compliance with Standard Transactions.

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

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
4. Changes the meaning or intent of the Standard Transaction's implementation specification.

D. Obligations and Activities of Business Associate.

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

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

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

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

F. Individual Rights.

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

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

G. Breach of Privacy Obligations.

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

2. Reporting.

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

3. Termination of Agreement.

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

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

4. Indemnity.

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

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

H. Sanctions

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

I. Amendment to Agreement.


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

J. Conflicts.


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

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

SEMCAC

By: 
Name: Doug Groat
Title: Executive Director
Date: 02/03/2021

COUNTY OF HOUSTON

By: 
Name: John Pugliese
Title: Director
Date: 1/26/2021