

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: February 1, 2022

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

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

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Craig Moorhead, Reporter Charlene Selbee, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Interim Recorder Mary Betz, County Engineer Brian Pogodzinski, Environmental Services Director Martin Herrick, and Maintenance Foreman Chris Hartley

Presiding: Chairperson Myhre

Call to order.

Pledge of Allegiance.

Prior to approving the agenda Chairperson Myhre said there was one action item to add to the agenda: Consider approving request to purchase John Deere 6130M Mowing Tractor along with a mower. Motion was made by Commissioner Walter, seconded by Commissioner Severson, motion unanimously carried to approve the agenda with the additional action item.

Motion was made by Commissioner Burns, seconded by Commissioner Johnson motion unanimously carried to approve the meeting minutes from January 25, 2022.

Public Comment: No public comments were made.

APPOINTMENTS

None.

CONSENT AGENDA

Motion by Commissioner Johnson, seconded by Commissioner Severson, motion unanimously carried to approve the consent agenda. Items approved are listed below.

- 1) Accept donation from Houston County K9 foundation in the amount of \$1,250.00 to cover the remaining portion of the K9 lease for 2021.

ACTION ITEMS

File No. 1 – Environmental Services Director Martin Herrick said they had received paperwork for Houston County Hauler License Renewals for 2022 from all haulers listed except from Generation X Construction. Commissioner Walter moved, Commissioner Severson seconded, motion unanimously carried to approve Houston County Hauler License Renewals for 2022 for Harter’s Trash and Recycling, LLC, Hilltopper Refuse & Recycling, Inc. Midwest Roll-Off, Inc. Richard’s Sanitation, LLC, Schoh Trucking, Two Guys and A Dumpster, and Waste Management of WI, Inc. Commissioners said they could revisit a license for Generation X Construction if they received all the necessary paperwork.

File No. 2 – Commissioner Burns moved, Commissioner Walter seconded, motion unanimously carried to approve grant agreement and Resolution No. 22-11 Authorization to Execute Minnesota Department of Transportation Airport Maintenance and Operation Grant Contract Amendment. Resolution is below.

RESOLUTION NO. 22-11

AUTHORIZATOIN TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION AIRPPORT MAINTENANCE AND OPERATION GRANT CONTRACT AMENDMENT

BE IT RESOLVED by the County of Houston as follows:

1. That the State of Minnesota Agreement No. 1033499, “Airport Maintenance and Operations Grant Contract - Amendment,” at the Houston County Airport is accepted.
2. That the County Board Chairperson and County Auditor are authorized to execute the Contract and any amendments on behalf of the County of Houston.

File No. 3 – Commissioner Burns moved, Commissioner Walter seconded, motion unanimously carried to approve through mutual agreement with Law Enforcement Labor Services, Inc., Local #237 that the current 2021-2023 agreement expired on 12/31/2021 and approve the proposed 2022-2024 Labor Agreement between the County of Houston and The Law Enforcement Labor Services, Inc., Local #237 (Licensed Deputies Unit).

File No. 4 – Commissioner Severson moved, Commissioner Walter seconded, motion unanimously carried to approve carrying forward 88.3 lost hours of accrued vacation balance from 2021 to 2022 for Mary Betz, Recorder.

File No. 5 – Prior to taking action Commissioner Johnson asked about the possibility of leasing equipment instead of buying equipment for the Highway Department. County Engineer

Brian Pogodzinski said this had been done in the past, but at one point the equipment needed was not available for lease. Pogodzinski said the tractor was a budgeted item and that there would be a 10% price increase on the tractor after Monday, February 7, 2022. He was recommending that the Commissioners move forward with the purchase before the price increase. Commissioner Burns moved, Commissioner Severson seconded, motion unanimously carried to approve the purchase of a John Deere 6130M Mowing Tractor along with a mower from RDO Equipment and Diamond Mowers for \$147,159.63.

DISCUSSION ITEMS

Commissioners briefly discussed recent meetings they had attended including a Joint Board of Health meeting, SELCO meeting with library staff, and negotiations.

There being no further business at 9:49 a.m., a motion was made by Commissioner Johnson, seconded by Commissioner Severson, motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on February 8, 2022.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

Houston County Agenda Request Form

Date Submitted: 2/3/2022

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

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

Issue:

Review and approve 2022 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			
<u>Reviewed by:</u>	_____ County Auditor	_____ County Attorney	_____ Zoning/Environmental Service
	_____ Finance Director	_____ County Engineer	_____ HR/Personnel
	_____ IS Director	_____ Other (indicate dept)	_____
<u>Recommendation:</u>			
<u>Decision:</u>			

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

PURCHASE OF SERVICE AGREEMENT

The Houston County Board of Commissioners, 304 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, 2022 to December 31, 2022, 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 duly 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 or 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 Pogleasa
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.

SEMCAAC

BY: 

Doug Grout
Executive Director

DATED: 01/25/2022

HOUSTON COUNTY

BY: _____
Chairperson
Houston County Board of Commissioners

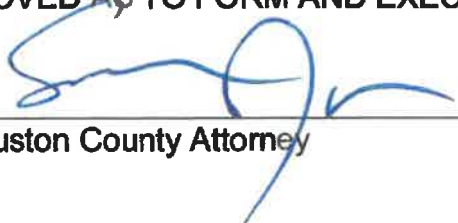
DATED: _____

BY: 

Director
Houston County Human Services

DATED: 1/19/2022

APPROVED AS TO FORM AND EXECUTION:

BY: 

Houston County Attorney

DATED: 1-28-2022

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	\$10.00	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	\$20.71	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.

Houston County Agenda Request Form

Date Submitted: 2/3/2022

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

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

Issue:

Review and approve purchase of service contract with ABC/Woodland.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review.

Justification:

Action Requested:

Review and approve contract as presented.

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

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

PURCHASE OF SERVICE AGREEMENT

The Houston County Board of Commissioners, 304 South Marshall Street, Room 104, Caledonia, MN 55921 (Houston County), through its local social services agency, the Human Services Department hereafter referred to as the "County", and Ability Building Community, Incorporated, 1911 14th Street NW, Rochester, MN 55903 doing business as ABC Woodland, 521 Old Highway Drive, Caledonia, MN 55921, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2022 to December 31, 2022, 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 duly 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:

BRASS CODES	SERVICE DESCRIPTION
4370/5380	Community Based Supported Employment
4370/5380	Center Based Supported Employment
4160/5160	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. 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; 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.

7. 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.
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 ABC, 1911 13th Street NW, Rochester, MN 55903, 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.

9. Notices

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

- a. The County: John Pugleasa
Houston County Human Services Director
304 South Marshall Street
Caledonia, MN 55921
john.pugleasa@co.Houston.mn.us
- b. The Provider: Wayne Stenberg
ABC Executive Director
1911 14th Street NW, PO Box 6938
Rochester, MN 55903
Wayne.stenberg@abcinc.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 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.

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 Wayne Stenberg.
- 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 Human Services Department (GCHHS), 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 GCHHS 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 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.

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 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.

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 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 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.

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 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, 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.

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 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.
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 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.

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 1-27, Attachment A and Exhibits A - F. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

IN WITNESS WHEREOF, 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.

ABILITY BUILDING CENTER, INC. (ABC)

BY: Wayne Stenberg
Wayne Stenberg
Executive Director

DATED: 1/25/2022

HOUSTON COUNTY

BY: _____
Chairperson
Houston County Board of Commissioners

DATED: _____

BY: [Signature]
Director
Houston County Human Services

DATED: 1/20/2022

APPROVED AS TO FORM AND EXECUTION:

BY: [Signature]
Houston County Attorney

DATED: 2-1-22

AGENCY NAME: Ability Building Center
CONTRACT TYPE: POS – Employment
INVOICES: Houston County Human Services
 Attn: Susan Tostenson
 304 S Marshall Street
 Caledonia, MN 55921

SERVICE DESCRIPTION	BRASS CODE	FUND	DEPT	# OF UNITS	UNIT RATE	UNIT TYPE	SERVICE TOTAL
Community Based Supported Employment - MH for Houston County clients	4370	11	741	1	\$22.40	day	PER SERVICE AGREEMENT
Community Based Supported Employment - MH for Houston County clients	4370	11	741	1	\$8.00	per 15 min unit	PER SERVICE AGREEMENT
Community Based Supported Employment - County Services for Houston County clients	5380	11	750/760	1	\$8.00	per 15 min unit	PER SERVICE AGREEMENT
Center Based Employment - MH for Houston County clients	4370	11	741	1	\$9.21	partial day	PER SERVICE AGREEMENT
Center Based Employment - County Services for Houston County clients	5380	11	750/760	1	\$9.21	partial day	PER SERVICE AGREEMENT
Center Based Employment - MH for Houston County clients	4370	11	741	1	\$10.35	day	PER SERVICE AGREEMENT
Center Based Employment - County Services for Houston County clients	5380	11	750/760	1	\$10.35	day	PER SERVICE AGREEMENT
Community Based Supported Employment - MH for Houston County clients	4370	11	741	1	\$15.34	day	PER SERVICE AGREEMENT
Community Based Supported Employment - County Services for Houston County clients	5380	11	750/760	1	\$15.34	day	PER SERVICE AGREEMENT
Transportation - MH	4160	11	741	1	1	1	PER SERVICE AGREEMENT
Transportation - County Services	5160	11	750/760	1	1	1	PER SERVICE AGREEMENT

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

¹ Not to exceed amounts indicated on Individual Service Agreements with Houston County Service Total not to exceed \$49,605.00.

Houston County Agenda Request Form

Date Submitted: 2/3/2022

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

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

Issue:

Review and approve contract for guardianship services: Nora Beckjord

Attachments/Documentation for the Board's Review:

Soft copy of Contract for review and two copies of contract for signature

Justification:

Action Requested:

Review contract and approve as presented

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

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

PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as the "County" and **Nora Beckjord**, 17611 Nine Oaks Drive, Spring Grove, MN 55974 hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services has identified a need for professional guardian and conservator services to be provided to incapacitated individuals defined in Minnesota Statute 525.5-102 subd. 6 who are indigent; and

WHEREAS, this is a mandated service under Minnesota Statute 524.5-101 to 524.5-903 and 252A.01-252A.21;

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

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

1. Term

The term of this Agreement shall be from February 1, 2022 through December 31, 2022. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. Cancellation of this Agreement or expiration of the Agreement term shall not relieve County from paying for Provider's services for wards and protected persons that the Provider is court-appointed to serve, and whom are still eligible for services under this Agreement, before cancellation or termination, so long as Provider remains the court-appointed Guardian and/or Conservator.

2. Services:

- 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

BRASS CODE

59509

69500

61600

51600

64800

SERVICE DESCRIPTION

Guardianship/Conservatorship (DD)

Guardianship/Conservatorship (Adult)

Transportation/Mileage (Adult)

Transportation/Mileage (DD)

Money Management

3. Cost and Delivery of Purchased Services:

- a. The amount paid for service will be billable at \$138.00 per month. Service descriptive, number of units, and estimated travel costs for each client will be authorized by an Individual Service Agreement.
- b. The per month fee stated above includes administrative services as are reasonably or necessarily incurred by the Provider including documents,

reports, mileage (unless otherwise pre-approved by a Houston County Case Manager), phone calls, certificates, etc. as required by this Agreement. See Attachment A for details.

- c. When emergency guardianship and/or conservatorship are filed by the courts, which can last anywhere from 60-90 days, Provider will be paid \$52.00 per hour for up to 10 hours per month.

4. Eligibility for Services:

- a. Service eligibility will be determined according to the criteria established by the County.
- b. Services under this Agreement shall only be provided to clients meeting the criteria of indigent residents of the County.
- c. The County shall determine an indigent client AND the category of complexity shall be assigned by the County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by the County prior to start of service. Service level is subject to negotiation by Provider and County in the light of actual experience with the client and/or changing circumstances.

5. Payment for Purchased Services:

- a. The Provider shall within ten (10) working days following the last day of each month, submit a county approved invoice for purchased services to the County. The invoice shall show client name, address, case number and a detailed listing of the service(s) provided. The details must include hours or partial hours for each service provided. The County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed.
- b. The Provider further acknowledges that bills must be current and timely. The Provider acknowledges that there will be a reduction of 50% of the total amount billable, on bills submitted for payment more than 3 months after date of service.
- c. If the ward/conservatee has a monthly income and is:
 - 1) Receiving Minnesota Supplemental Aid (MSA) and not residing in Nursing Home or Regional Treatment Center or
 - 2) Receives Housing Support benefits or
 - 3) Receiving Medical Assistance (MA) Payments for Long-Term Care (LTC) Services,

The Conservator/Guardian shall deduct 5% of the ward/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$100.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds the County payment amount, there will be no County payment to Provider.

6. Records

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

require for accountability.

- b. Per MN Statute 16C.05, Subd. 5, all records pertaining to this Agreement must be maintained for six (6) years. Provider shall inform the County the address of where records shall be located.
- c. The Provider agrees to cooperate in evaluative and/or outcome efforts as required by the County.

7. Independent Contractor

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

8. Provider Standards and Licenses

- a. Upon initial implementation of the Agreement, the Provider shall furnish to the County a background resume to include the following: professional and personal credentials for guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.
- b. The Provider will annually authorize the County to perform a background check under the Criminal Justice Information System for evidence of maltreatment of adults, vulnerable adults, and any criminal exploitation. The Provider will be required to consent to a background check (local and state) prior to a contract being issued.
- c. Provider will comply with all court background check and background reporting requirements, including filling out forms annually and when any changes occur,

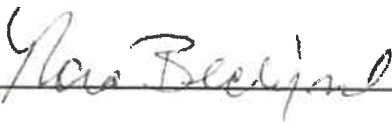
if applicable.

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

9. Safeguard of Client Information:

Provider agrees to comply will all data privacy rules as governed by the Minnesota Data Practices Act, Minnesota Chapter 13, and the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164).

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

BY: 
Nora Beckjord

DATED: 1/31/2022

Approved as to Form and Execution:

BY: 
Houston County Attorney

DATED: 2/3/2022

BY: _____
Chairperson
Houston County Board of Commissioners

DATED:

BY: 
John Puleasa, Director
Houston County Human Services

DATED: 2/2/22

Houston County's Conservatorship/Guardianship Service Definition

A guardian or conservator:

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

Duties for Guardian/Conservators:

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

Conservator:

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

Guardian:

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

General:

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

Rates:

The reimbursement rate for all services is \$138.00 per month. This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a County Case Manager. Mileage will be reimbursed at the current IRS mileage rate.

Service Agreements:

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

Billing:

Guardian/Conservator and travel time should be reported in 15-minute increments. Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis. While monthly

billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly. Guardians/Conservators must also meet "end of the year" budget deadlines in order to be paid for December.

Houston County Agenda Request Form

Date Submitted: 2/3/2022

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

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

Issue:

Review and approve 2022 Hiawatha Valley Mental Health Center HVMHC contract and rates for adult and children's mental health services.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review.

Justification:

Action Requested:

Review and approve contract as presented.

For County Use Only			
Reviewed by:	_____ County Auditor	_____ County Attorney	_____ Zoning/Environmental Service
	_____ Finance Director	_____ County Engineer	_____ HR/Personnel
	_____ 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 schedule appointments as appropriate.

**PURCHASE OF SERVICE AGREEMENT
FOR MENTAL HEALTH SERVICES**

The Houston County Board of Commissioners, 304 South Marshall Street, Room 104, Caledonia, MN 55921 (Houston County), through its local social services agency, the Human Services Department hereafter referred to as the "County", and Hiawatha Valley Mental Health Center, 420 East Samia Street, Winona, MN 55987, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2022 to December 31, 2022, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 22, Termination, paragraph a.

WITNESSETH

WHEREAS, Minnesota Statutes, Sections 245.461 to 245.486 and 245.487 to 245.4887 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

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

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

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

Medical Evaluation & Management (New and Established Clients at all Levels)

**Clinical Supervision
Residential Staff Support - Overnight**

- 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, within fifteen (15) working days, following the last day of each calendar month, 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 amount listed in Attachment A.

c. **Advisory Council:**

The County shall also compensate the Provider for mileage, supplies, postage and staff salary expenses for participation in mental health advisory council functions in an amount not to exceed five hundred dollars (\$500.00) based on invoices for actual expenses.

d. **Waiver-Funded Services:**

For services identified to be billed to the MA waiver instead of the County, Provider will follow standard waiver billing procedures and accept waiver funds as full payment.

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

c. Provider agrees to maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by the County.

- d. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
- e. The Provider agrees to inform the County, in writing, of the following related to it or its employees immediately upon:
 - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
 - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
 - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.
- f. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.
- g. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- h. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.

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 Hiawatha Valley Mental Health Center, 420 East Sarnia Street, Winona, MN 55987, for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, applicable health plans the US Dept. of 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 7 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:
- The Provider agrees to report to the County monthly the Total Number of Program Participants and units of security service codes.
 - The Provider agrees to report to the County annually the Units of Service and Number of Clients by service code, by sex, race, ethnicity and age.
 - As requested by the County, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.
 - The Provider agrees to report to the County or County of Financial Responsibility according to specifications of the Community Mental Health Reporting System (CMHRS), and according to other specifications of the County of Financial Responsibility. The CMHRS requires the following data on each mental health client on a semi-annual basis:
 - 1) A client specific ID number that adheres to data privacy restrictions in Minnesota Statutes, Chapter 13;
 - 2) The number of case management units of service provided to each client; and
 - 3) The date of birth, race, and sex of each client.
 - The minutes of the Hiawatha Valley Board will be available, upon request, to the County.
 - The Provider agrees with within one hundred and eighty (180) days of the close of its fiscal year an audit will be conducted by a qualified independent auditor. Upon completion of the audit, a copy of the audit report must be filed with the County. Houston County reserves the right to review audits in depth. If it is determined that a Provider's total equity balance is greater than twenty-five percent (25%) of the Provider's budget, County staff will meet with Provider staff to review the circumstances.
 - (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 6.
- 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: Erik Sievers
Hiawatha Valley Mental Health Center
420 East Sarnia Street

Winona, MN 55987
eriks@hvmhc.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 7. 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 Erik Sievers.
- 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 Human Services Department (HCHS), 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 HCHS 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 the Joint Deputy Director of Houston County Human Services and a Region 10 Contract Manager. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the 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 15 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 7 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) 725-5886.**

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 20 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 7, 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 21(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 21(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 21(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 7.
- 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:**

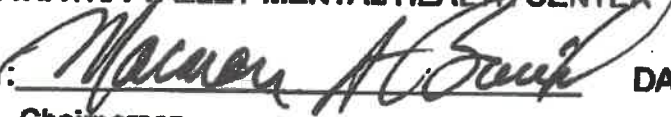
- a. **Entire Agreement:** It is understood and agreed that the entire agreement of the parties is contained in Sections 1-25, Attachment A and Exhibits A - F. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services 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 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.

HIAWATHA VALLEY MENTAL HEALTH CENTER

BY:  DATED: 2/2/2022
Chairperson

BY:  DATED: 2/3/2022
Erik Sievers
Executive Director

HOUSTON COUNTY BOARD OF COMMISSIONERS

BY: _____ DATED: _____
Chairperson

BY:  DATED: 2/3/22
Director
Houston County Human Services

APPROVED AS TO FORM AND EXECUTION

BY:  DATED: 2/3/22
Houston County Attorney

**Attachment A
2022**

AGENCY NAME: Hlawatha Valley Mental Health Center

CONTRACT TYPE: POS – MH Services

INVOICES: Houston County Human Services
Attn: Doreen Denstad
304 S. Marshall Street
Caledonia, MN 55921

SERVICE DESCRIPTION	BRASS CODE	CPT CODE	UNIT RATE	UNIT TYPE	SERVICE TOTAL
Medical Evaluations and Management (New Client) Level 1 - MD	4540	99201	\$76.00	Session	\$60,000.00
Medical Evaluations and Management (New Client) Level 2 - MD	4540	99202	\$152.00	Session	
Medical Evaluations and Management (New Client) Level 3 - MD	4540	99203	\$228.00	Session	
Medical Evaluations and Management (New Client) Level 4 - MD	4540	99204	\$304.00	Session	
Medical Evaluations and Management (New Client) Level 5 - MD	4540	99205	\$380.00	Session	
Medical Evaluations and Management (Estab. Client) Level 1 - MD	4540	99211	\$31.00	Session	
Medical Evaluations and Management (Estab. Client) Level 2 - MD	4540	99212	\$62.00	Session	
Medical Evaluations and Management (Estab. Client) Level 3 - MD	4540	99213	\$93.00	Session	
Medical Evaluations and Management (Estab. Client) Level 4 - MD	4540	99214	\$248.00	Session	
Medical Evaluations and Management (Estab. Client) Level 5 - MD	4540	99215	\$372.00	Session	
Residential Staff Support – Overnight Bluffview	4345	NA	\$258.54	MO	
Residential Staff Support – Overnight Bluffview	4345	NA	\$8.50	DAY	
Residential Staff Support – Overnight Parkview, Gheel House & Winona Hall	4345	NA	\$156.00	MO	
Residential Staff Support – Overnight Parkview, Gheel House & Winona Hall	4345	NA	\$5.15	DAY	
Clinical Supervision	NA	NA	\$125.00	HR	
Rule 25 Assessment	3051	NA	\$168.00	Session	

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

Houston County Agenda Request Form

Date Submitted: January 31, 2022 Board Date: February 8, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Request to approval of equipment purchases for an excavator and (2) ditch mowers.
The excavator is off the state bid from Bobcat of Rochester and the mowers are from Hammell Equipment.
Both are included in our 2022 budget.

Attachments/Documentation for the Board's Review:

State bid information from Bobcat of Rochester and a quote from Hammell Equipment.

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 both the excavator and the ditch mowers.

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

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

Houston County Highway Equipment

Unit #	Agenda Item	State Bid	Budget Over/Under
#4221	Excavator		
	Bobcat of Rochester		
	E145 Bobcat Excavator	\$ 177,161.20	
#4081	Trade value	\$ (45,000.00)	
Grand Total for Unit #4221		\$ 132,161.20	
	Over Budget	Budget \$ 125,000.00	\$ 7,161.20

Unit #	Agenda Item	State Bid	Budget Over/Under
#6221/#6222	Mowers		
	Hammell Equipment		
	(2) Vermeer Mower model M5050 3 pt	\$ 23,575.00	
#6201, 6202	Trade value	\$ 7,700.00	
Grand Total for Unit #6221/#6222		\$ 15,875.00	
	Over Budget	Budget \$ 13,000.00	\$ 2,875.00



Bobcat

Product Quotation

Quotation Number: AMS-04294

Date: 2022-01-12 10:11:21

Customer Name/Address:

Bobcat Delivering Dealer

ORDERS TO BE PLACED WITH:
Contract Holder/Manufacturer

**HOUSTON COUNTY 271977
Environmental Services
ROOM 202 COURTHOUSE
Caledonia, MN 55921**

**Mike Flanders
Bobcat of Rochester, Stewartville,
MN
630 Schumann Drive NW
Stewartville MN 55976
Phone: 507-285-0753
Fax: 504-285-5799**

**Clark Equipment Company
dba Bobcat Company
250 E Beaton Dr
West Fargo, ND 58078
Phone: 701-241-8719
Fax: 855-608-0681
Contact: Heather Messmer
Heather.Messmer@doosan.com**

Description	Part No	Qty	Price Ea.	Total
E145 Bobcat Excavator	M3330	1	\$135,941.20	\$135,941.20
Auto-Idle Auto Shift, 2 Speed Travel Auto Shut-off Auxiliary Hydraulics with Selectable Flow Battery Disconnect Cab, Enclosed with Auto HVAC - ROPS <ul style="list-style-type: none"> Includes: Adjustable Arm Rests, Cup Holder, Heated Air Suspension Seat, AM/FM Stereo with CD Player & MP3 Port, Retractable Seat Belt Camera: Rear and Side Control Lock-Out, disabling all machine functionality Control Pattern Selector Valve (ISO/STD) Display, 7" LCD <ul style="list-style-type: none"> Password protection Emergency Stop Switch Engine/Hydraulic Monitor with Shutdown Engine Restart Prevention System Fingertip Auxiliary Hydraulic Control Foot Pedal Attachment Control Horn (joystick mounted) Hydraulic joystick Controls				
Mirrors, Left, and Right Hydraulic Pin Grabber Quick Coupler Ready Pin-On Attachment Mounting System Power Boost Power Modes: Power+, Power, Standard, Economy Self-Diagnostics System Telematics - Machine IQ Smart Power Control (SPC) Steel Tracks Travel Motion & Swing Alarm Turbocharged, Tier 4, Non DPF Two Way Piping with Pedal and Fingertip Control Vandalism Protection <ul style="list-style-type: none"> Includes: Locking Access Panels and Locking Fuel Cap Work Lights: Boom (2), House (1), and Rear (1) Work Modes: Dig, Lift, Breaker (single directional aux flow), & Shear (dual directional aux flow) 12 Volt Power Port Warranty: 2 years, or 2000 hours whichever occurs first				
Dozer Blade	M3330-R01-C02	1	\$7,986.84	\$7,986.84
Segmented Rubber Track	M3330-R02-C02	1	\$8,014.96	\$8,014.96
Hydraulic Activated Pin-Grabber Attachment Quick Coupler	M3330-R03-C02	1	\$5,673.40	\$5,673.40
Hydraulic Clamp, for 36" Bucket and Hydraulic Pin-Grabber	M3330-R04-C06	1	\$6,392.36	\$6,392.36
36" Trenching Bucket	M3330-A01-C02	1	\$3,757.44	\$3,757.44
Description	Part No	Qty	Price Ea.	Total
60" 90 Deg Tilt Bucket (From Geith)	AT18R-1500	1	\$9,095.00	\$9,095.00
Total of Items Quoted				\$176,861.20
Dealer P.D.I.				\$300.00
Dealer Assembly Charges				\$0.00
Quote Total - US dollars				\$177,161.20

***Prices per the Minnesota Excavators Contract - 132287 E-95(5)**

***Terms Net 60 Days. Credit cards accepted.**

***FOB Destination**

***State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.**

***TID# 38-0425350**

***Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.**

***Quote valid for 30 days**

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? YES NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____

SALES QUOTATION HAMMELL EQUIPMENT

713 Main Street NW
Chatfield, MN 55923
507-867-4910

300 Iowa Avenue
Eitzen, MN 55931
507-495-3326

330 Main Avenue N
Harmony, MN 55939
507-886-2255

415 State Road 16
Rushford, MN 55971
507-864-2845

CUSTOMER NAME: Houston County DOT DATE: JAN 14, 2022 QUOTE VALID FOR _____ DAYS.

ADDRESS: CHRIS HARTLEY

CUSTOMER PHONE NO.: _____
SALESMAN: RICHARD WEINERS

608 792-5846 DESCRIPTION	PRICE
2- NEW VERMEER MODEL M5050 3point mowers - 6.8 FT CUTTING WIDTH - 5 DISC Quick clip KNIVES SKID SHOES H.D. CURTAIN * NEW STYLE 3 POINT HOOK UP BAR (MORE CLEARANCE)	
FACTORY FREIGHT PREP SET-UP	
RETAIL	\$28,600 00
MAX DISCOUNTS	
BEST PRICE	23,575 00
NOTE: DUE TO CURRENT ECONOMY CONDITIONS AVAILABILITY CAN CHANGE RAPIDLY. HAVE 2 INVENTORY AT THIS TIME. HAVE ON HOLD.	

TRADE-IN	TRADE ALLOWANCE
2- M5050 3pt mowers IN NEED OF REFURBISHMENT	
TRADE PRICE	16,475 00
GOVT ASSIST DISC	600 00
FINAL TRADE PRICE	15,875 00
TOTAL	

Houston County Agenda Request Form

Date Submitted: February 2, 2022 Board Date: February 8, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Board approval needed to award the low bid for SAP 028-030-008 to Dunn Blacktop Company in the amount of \$3,445,259.25. This project includes the paving for CSAH 1, CSAH 4, and CSAH 10.

Attachments/Documentation for the Board's Review:

Abstract for SAP 028-030-008 is attached.

Reminder: Unit prices are not public until after the award.

Justification:

Action Requested:

Board approval to accept lowest responsible Bidder.

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

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

**HOUSTON COUNTY
AGENDA REQUEST FORM**

Date Submitted: 02.08.22

By: Donna Trehus-Auditor-Treasurer

Action Item:

Discuss proposals submitted from Banks including Bank of the West and Merchants Bank with recommendation from Houston County Finance Committee and County Attorney Samuel Jandt.

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

**HOUSTON COUNTY
AGENDA REQUEST FORM**

February 8, 2022

**Date Submitted: February 3, 2022,
By: Tess Kruger, HRD/Facilities Mgr.**

ACTION REQUEST

- **Consider through mutual agreement with the Minnesota Association of Professional Employees (MAPE) terminating the current 2021-2023 agreement and approve the proposed 2022-2024 Labor Agreement between the County of Houston and MAPE**
- **Consider through mutual agreement with the the Law Enforcement Labor Services, Inc., Local #415 (Lts. unit), terminating the current 2021-2023 agreement and approve the proposed 2022-2024 Labor Agreement between the County of Houston and LELS #415**
- **Consider reappointing James Wieser, to the Planning Commission for a 3 year term 2022 through 2024**

APPOINTMENT REQUEST

- **None**

HR CONSENT AGENDA REQUEST

Assessor's Office

- **Change the employment status of the Assessor, Lucas Onstad, from probationary to regular effective 02/22/2022**

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

LABOR AGREEMENT

Between



MAPE

Houston County Supervisors

And

Houston County

Jan 1, 2022– Dec 31, 2024

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PREAMBLE

This Agreement is made and entered into this 8th day of February 2022, by and between the County of Houston, hereinafter referred to as the Employer and/or the County, and the Minnesota Association of Professional Employees (MAPE), hereinafter referred to as the Association, representing the Houston County professional supervisory employees, as set forth in Article 1 below.

The Employer and the Association affirm that this Agreement has as its purpose the establishment of rates of pay, hours of work, and other conditions of employment; the establishment of an equitable and peaceful procedure for the resolution of differences without interference or disruption of efficient operations of any department. The parties agree to interact with each other with mutual dignity and respect and that this Agreement is an expression of their full and complete understanding relative to all terms and conditions of employment.

If the parties mutually agree during the term of this Agreement, the Agreement may be modified by additional provisions relating to specific conditions covering the terms of employment stated herein. Any Agreement which is to be included as a part of this Agreement must so indicate, must be reduced to writing, and must be signed by the parties to this Agreement.

This preamble is intended as a policy statement and is not grievable/arbitrable under Article 14 of this Agreement.

ARTICLE 1 - ASSOCIATION RECOGNITION

Section 1 - Recognition

The Employer recognizes the Minnesota Association of Professional Employees (MAPE) as the exclusive representative for “All professional supervisory employees employed by the County of Houston, Caledonia, Minnesota, who are public employees with the meaning of Minn. Stat. 179A.03, Subd. 14, excluding confidential employees.”¹

This includes employment service that exceeds: 1) the lesser of fourteen (14) hours per week or 35% of the normal full-time work week; and 2) more than sixty-seven (67) work days per year.

Chief Deputy Sheriff	County Assessor
County Highway Engineer	County Surveyor
DOT Accountant	Engineering Supervisor
Environmental Services Director	Financial Assistance Supervisor
Jail Administrator	PHHS Fiscal Supervisor
Public Health Supervisor	Public Health & Human Services Director
Social Services Supervisor	Veteran Services Officer

¹ State of Minnesota Bureau of Mediation Service, *Certification Unit Determination Order*, dated 7/28/11.

Section 2 - Disputes

Any disputes regarding the assignment of Employees to the appropriate bargaining unit shall be resolved in accordance with Minn. Stat. 179A.01 through 179A.25.

ARTICLE 2 - NON DISCRIMINATION

Section 1 – Pledge against Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, marital status, sexual preference/orientation, race, color, creed, religion, disability, national origin, veterans status for all eligible veterans, current or former public assistance recipient status, political affiliation, age or as defined by statute. The Association shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2 – Association Responsibility

The Association recognizes its responsibility as exclusive representative and agrees to represent all employees in the bargaining unit without discrimination.

Section 3 – Association Membership

In accordance with applicable laws, the Employer shall not discriminate against, interfere with, restrain or coerce an employee from exercising his/her right to join or not to join the Association, or to participate in the activities of the Association in accordance with the provisions of this Agreement.

The Association shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right not to join the Association, and shall not discriminate against any employee in the administration of this Agreement because of non-membership in the Association.

Section 4 – General Policy

In order to provide and to maintain a productive work environment, it shall be the policy of the Employer and the Association to encourage bargaining unit employees, Association Stewards, supervisors, and managers to interact with each other with mutual respect and dignity, recognizing that legitimate differences will arise.

Section 5 – Prohibition of Harassment

See Appendix A entitled "Policy against Offensive Conduct, Harassment, and Violence."

ARTICLE 3 - EMPLOYER RIGHTS

It is recognized that except as specifically modified by this Agreement, the Employer retains all managerial rights, including inherent rights and authority, necessary to operate and direct the affairs of the County and its divisions in all its various aspects. These rights include, but are not limited to: determine County policies, functions and programs; determine and establish budgets; utilization of technology; select, assign, direct, evaluate and promote employees; to plan, direct, and control all the operations and services of the Employer; to determine whether goods or services

shall be provided from internal resources or purchased; to make and enforce reasonable rules and regulations affecting terms and conditions of employment. Any term or condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 4 - ASSOCIATION RIGHTS

Section 1 – Association/Employer Meetings

It is agreed that representatives of the Association and of the Employer shall meet quarterly, upon request by either party, for the purpose of reviewing and discussing their common interests. By mutual agreement, other meetings may be held as the need arises at mutually agreed upon times.

Section 2 – Bulletin Boards

The Employer shall furnish reasonable space on official bulletin boards for the exclusive use of the Association.

Section 3 – Association Stewards

The Association may designate bargaining unit Employees to act as the Association's Stewards. The Association President shall notify the Employer in writing of the names of the Association Stewards selected as so provided in this Article. The Association President shall notify the Employer of any subsequent changes in the designation of Stewards.

The Employer agrees that during working hours, while on the County's premises and without loss of pay the Stewards shall be entitled to spend a reasonable amount of their work time in the investigation of and presentation to the Employer grievances; provided however, this activity does not unreasonably interfere with the Employees' performance of their normal work duties.

Further, the Employer agrees that during work hours, while on the County's premises that 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 compensatory-time situations in calculating the total hours worked for any non-exempt Employee during any work week. However, reasonable time off to perform these functions shall not include travel time. The Association Steward shall first inform his/her supervisor of the Steward's impending departure

from his/her work site and shall first receive approval to leave the work location. Such approval shall not be unreasonably denied.

Section 4 – Association Staff

An Association staff person or officer shall be authorized to carry grievances in concert with or as substitute for the Association Steward.

Association representative shall have the right to enter the facilities of the County consistent with the confidentiality, and security needs of the Employer. This right may be restricted during emergency situations as determined by the Employer, but the Employer shall give a reason for the restriction. The Association representative shall not interfere with the performance of job duties or responsibilities of any County employee.

Section 5 – County E-Mail System

In the interest of maintaining an effective labor-management relationship and the efficient use of County time and resources, County e-mail accounts may be used by Association representatives for certain union activities, in accordance with County policy, state law and/or the provisions of applicable collective bargaining agreements.

County-owned property or services, including the e-mail system, may not be used for political activities, fund-raising, campaigning for union office, union organizing activities, or solicitation of employees for union membership.

Association use of County electronic communication technology, as authorized, is subject to the same conditions set forth in County policy as employee use of such technology.

ARTICLE 5 - ASSOCIATION DUES

Section 1 – Payroll Deduction

The Employer shall deduct the regular bi-weekly Association dues for those Employees who are members of the Association and who request in writing to have their regular bi-weekly Association dues deducted from payroll. Authorizations for such deductions shall remain in effect until canceled by the association in writing. The Employer agrees to forward these dues to the Association at the following address:

MAPE
3460 Lexington Ave. N, Suite 300
Shoreview, MN 55126

Section 2 – Fair Share Deduction

In accordance with Minn. Stat. 179A.06, Subdivision 3, at the request of the Association, the Employer shall deduct a fair share fee for each employee assigned to the bargaining unit who is not a member of the Association.

ARTICLE 6 - EMPLOYEE RIGHTS

Section 1 – Position Descriptions

Upon request, an Employee shall be provided with a copy of his/her position description that describes the duties and responsibilities of the position. Position descriptions shall not be grievable/arbitrable under any provision of this Agreement. Position descriptions will be reviewed and updated by the Employer within three (3) months of the completion of the Employee's annual review.

Employees shall not be required to perform work other than that which is described in the job description. The Employer shall have the right to revise and/or modify any job description at any time it deems appropriate provided such changes are not arbitrary, accurately reflect the qualifications for and duties of the position, and meets the needs of the County. These changes will be discussed with the Association through Meet and Confer prior to implementation.

Section 2 – Performance Appraisals

The Employer shall provide at least one (1) annual performance appraisal of the Employee’s work performance. The evaluation shall be conducted by the Employee’s immediate supervisor. Bargaining unit members that are department heads shall be reviewed by the County Board, utilizing a closed session as set forth Minn. Stat. 13D.05 Subdivision 3.

The performance evaluation shall provide clear examples justifying the rating given. Work plans, coaching sessions and letters of expectation are not substitutions for annual performance appraisals. Each performance appraisal shall indicate the Employee’s overall level of performance. All performance appraisals shall be signed by the Employee’s supervisor.

The following positions are department heads and come under the direct supervision of the County Board:

County Assessor, County Highway Engineer; County Surveyor; Environmental Services Director; Public Health and Human Services Director, and the Veteran Services Officer.

Pursuant to MS 387.145, a Chief Deputy Sheriff may be appointed by the Sheriff with the approval of the County Board. The Chief Deputy Sheriff comes under the direct supervision of the Sheriff. All other supervisors not listed above come under the direct supervision of their respective Department Heads for their assigned departments.

Nothing in this article is intended to abrogate or otherwise impair the Employer’s rights set forth in Article 3 of this Agreement, including the right to reorganize County Government and the departments within it. Employees shall be given the opportunity to sign the performance appraisal but such signing does not indicate acceptance or rejection of the appraisal. The Employee shall receive a copy of the appraisal at the time he/she signs it. The Employee shall have fifteen (15) calendar days from the date of the receipt of the finalized appraisal to file a written response in the

Employee’s personnel file. The substantive judgment of the supervisor regarding the Employee’s performance is not grievable/arbitrable under Article 14. The employee, within 15 days of receipt of the final signed copy of a performance appraisal may appeal the performance review in writing to the County Personnel Committee describing any differences of opinion as to their performance. The Personnel Committee shall hear the appeal at a scheduled meeting subject to the availability of the Employer and the Association Steward.

Employee’s written rebuttal and/or appeal shall be affixed to the Employer’s file copy and maintained in the Employee’s personnel file.

ARTICLE 7 - SENIORITY AND PROBATIONARY PERIOD

Section 1 – Seniority

Seniority shall be based upon the Employee’s latest date of hire in a specific department and only considered where it is practical to do so and will not adversely affect departmental operations. There are no County wide seniority rosters or rights. Departmental seniority shall be the length

of continuous service in the department.

When there is a job opening within this bargaining unit, the Human Resources Office shall generate an all-County employee email of the notice of vacancy prior to, or simultaneously with any public posting of a vacancy.

Section 2 – Probationary Period and Non-Certification

All positions covered by this Agreement shall be subject to a probationary trial work period of twelve (12) months, based on a 2080 hour year. During such probationary period the Employer may terminate the employment with or without cause.

The probationary period shall exclude any time served in an emergency, seasonal, or temporary capacity. Notwithstanding, the maximum time an employee may serve in an interim capacity and a subsequent probationary appointment for the same position shall not exceed eighteen (18) months. Wherever practicable, an Employee serving a probationary period shall receive at least one (1) performance counseling review of his/her work performance at the approximate midpoint of the probationary period. Non-certification decisions are not subject to grievance/arbitration set forth in Article 14. Non- certification is defined as failing to gain non-probationary status.

ARTICLE 8 - WORKING SCHEDULES

Section 1 – General Provisions

Employees are expected to perform their duties in a manner that is consistent with standards of their respective positions and professions. They are responsible for the operations and management of the department and/or program and staff they oversee as set forth in applicable federal and State of Minnesota statutes and rules, the various County and departmental policies and their position descriptions. Employees are required to document the hours they work.

Section 2 – Non-Exempt Employees

Scheduled work hours are established by the Employee’s supervisor of record. Non-exempt Employees do not have the option of purposely missing rest periods in order to aggregate break time so as to extend an unpaid lunch period or to leave early at the end of the day or arrive late at the start of the day. Notwithstanding the foregoing, with supervisor approval non-exempt Employees may on occasion flex their schedule.

Employees shall be provided a fifteen (15) minute rest break during each four (4) hour work shift. These breaks shall not exceed fifteen (15) minutes, including the time required to get to and from a break area. If the level of work activity necessitates an employee missing a break on occasion, the employee is not owed time off nor may the Employee carry over rest breaks from day to day.

ARTICLE 9 - LEAVES OF ABSENCE

Section 1 – General Conditions

Except as otherwise provided in this Agreement, whenever practicable request for leave shall be made by Employees at least one week prior to the beginning of the period of the absence. No leave of absence request shall be unreasonably denied. Reasons for a denial shall be given to the Employee upon request to so by the Employer.

An Employee on an approved leave of absence is required to contact the Employer if an extension of leave is requested. Employee's failure to contact the Employer requesting an extension prior to the end of the approved leave period shall be deemed to be a voluntary resignation and the Employee shall be severed from County service.

Accrual of vacation and sick leave benefits shall continue during a leave of absence with pay. If an Employee is granted leave without pay, the Employee will not be credited with vacation or sick leave accruals for the period of leave without pay unless otherwise required by Minnesota State or federal law.

Section 2 – Family and Medical Leave Act

Some leaves provided for in this Agreement may qualify for federal Family and Medical Leave Act (FMLA) status. Sections 6381 through 6387 of title 5, United States Code, as added by Title II of the Family and Medical Leave Act 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides covered Federal employees with entitlement to 12 workweeks of unpaid leave during any 12-month period for the following purposes:

- The birth of a son or daughter of the employee and the care of such son or daughter;
- The placement of a son or daughter with the employee for adoption or foster care;
- The care of spouse, son, daughter, or parent of the employee who has a serious health condition; or
- Serious health condition of the employee that makes the employee unable to perform the essential functions of his or her positions.

Under certain conditions, FMLA leave may be taken intermittently, or the employee may work under a work schedule that is reduced by the number of hours of leave taken as family and medical leave. An employee may elect to substitute vacation leave and/or sick leave, consistent with current laws and regulations, for any unpaid leave under the FMLA. FMLA leave is in addition to other paid time off available to an employee.

Parental leave, pursuant to the Minnesota State Parental Leave Act, tolls concurrently with FMLA leave if the Employee has remaining FMLA leave time until of FMLA leave is exhausted.

Section 3 – Unpaid Medical Leave

Upon the recommendation of a licensed physician, an Employee who has exhausted all sick leave benefits shall be granted an unpaid leave of absence not to exceed six (6) months. Employees shall be required to exhaust his/her accumulated vacation leave prior to being granted an extended leave of absence. An Employee shall be required to furnish evidence of medical necessity for the leave to the Employer. If the Employer has evidence that an Employee's absence from work is unnecessary, or if the Employee fails to undergo an evaluation or furnish such reports as required by the Employer, the Employer has the right to require the Employee to return to work on a specified date.

Section 4 – Voluntary Furlough

Upon written request of the Employee to the Department Head, Employee shall be granted up to forty (40) hours of leave without pay per calendar year with no loss of benefits. Such request shall be granted but will be scheduled by mutual agreement of the Employee and the Department Head in blocks of one (1) hour or more.

Section 5 – Military Leave

In accordance with Minn. Stat. 192.261, Subd. 1, and federal law, leave shall be granted to an

Employee who voluntarily or involuntarily enters into active military service, active duty for training, initial active duty for training, inactive duty training, or full-time National Guard duty in the armed forces of the United States for the period of military service, not to exceed five (5) years, plus such additional time as the employee may be required to serve pursuant to law. Leave time for service in the military shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Employees requesting such leave shall notify their immediate supervisor as soon as possible of the need for such leave. Such notice must occur within three (3) calendar days of the employee's knowledge of the need for such leave. At an Employee's request, an employee on unpaid military leave shall be allowed to supplement such leave with vacation leave in accordance with law. Any vacation leave used must have been accumulated prior to the start of the military leave.

Section 6 – Jury Duty

When an Employee performs jury duty, is subpoenaed as a witness in court, or voluntarily serves as a witness in a case, the Employee is entitled to compensation from the County equal to the difference between their normal rate of pay and the amount received as a juror or witness. While on such leave, an Employee will continue to accrue the benefits to which they are regularly entitled. When not impaneled for actual service and only on call, the Employee shall report to work. Whenever practicable, the Employee shall notify the Employer at least fourteen (14) days prior to the Employee's scheduled jury duty.

An Employee who is subpoenaed as a witness, or otherwise is called to testify in Court, in the scope of employment shall be compensated his/her regular wage or salary.

Section 7 – Bereavement Leave

Full-time Employees may request the use of up to a maximum of three (3) consecutive 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, step-mother, father, 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, aunt, uncle, brother, sister, or grandparents of the Employee's spouse.

Part-time Employees shall earn pro-rata bereavement leave benefits based on their full-time equivalency (FTE).

Employees shall not accrue/earn compensatory-time or over-time hours during any week they use Bereavement Leave except pursuant to Article 18, board declared emergencies.

Section 8 – Education Leave

Leave shall be granted for educational purposes if such education is required by the Employer.

Section 9 – Reinstatement after Leave

An Employee returning from an approved leave of absence shall be entitled to return to employment in his/her former position. Notwithstanding, if a layoff occurs during the period that the Employee is on an approved leave of absence, the Employee is subject to the layoff. Employees returning from extended leaves of absence of one (1) month or more shall notify the Employer at least two (2) weeks prior to their return from leave of their intent to return. An Employee returning from an unpaid leave of absence shall be returned at the same rate of pay the Employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the Employee been continuously employed during the period of absence. At the discretion of the Employer, an Employee may terminate his/her leave of absence prior to the previously agreed upon date of expiration of that leave of absence.

ARTICLE 10 - VACATION LEAVE

Section 1 – Eligibility

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

Section 2 – 1 Crediting Accruals

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

0 through 1 year	3.08 hours per pay period
After 1 through 5 years	3.70 hours per pay period
After 5 through 10 years	4.31 hours per pay period
After 10 through 15 years	4.93 hours per pay period
After 15 through 20 years	5.54 hours per pay period
After 20 through 25 years	6.16 hours per pay period
After 25 years	6.76 hours per pay period

Part-time employees shall earn pro-rata vacation benefits based on the number of hours worked during a calendar month.

Changes in accrual rates shall be made effective at the beginning of the next payroll period following the completion of the specified length of service requirement.

Employees, who began employment at a vacation rate higher than the vacation accrual rate listed under the 0-1 year service rate, shall advance vacation accrual rates based on years of service at each rate.

Section 3 – Probationary Employees

An otherwise eligible Employee may not use vacation until completing six (6) months of continuous service in a vacation eligible position. Probationary Employees who are terminated during their trial work period shall not be compensated for accumulated vacation earned during their trial work period.

Section 4 – Vacation Use

Vacation leave cannot be used prior to earning vacation accruals. Non-exempt employees shall take all vacation time in minimums of one quarter (1/4) hour increments. Exempt employees shall take all vacation time in minimum increments of two (2) hours. Exempt employees may flex their work hours during a pay period. Additionally, when circumstances exist that make it impossible to flex their hours during the same pay period, exempt Employees may flex their time during the next immediate pay period.

Employees on Vacation Leave status shall be charged only for the number of hours that they would have been scheduled to work during the period of absence. Holidays that occur during vacation periods will be paid as a holiday and not charged as a vacation day. Employee vacation accruals earned while on paid leave may be utilized by the Employee with the approval of the supervisor without first returning to work.

Should an Employee become ill or disabled while on vacation, vacation leave may be changed to sick leave, effective the date of the illness or disability, upon approval of the Employee's supervisor and with written notice to the Human Resources Office.

Employees are not eligible to receive vacation pay for the same time period they are on sick-leave or are in any other pay status for the purpose of receiving double pay. When an Employee is not working because of illness or injury and has exhausted his/her sick leave, he/she shall be required to use his/her earned vacation accruals.

Employees shall not accrue/earn compensatory-time or over-time pay during any week they use Vacation Leave, except:

- Pursuant to Article 18, during board declared emergencies; and
- Non-exempt employees may accrue compensatory-time or over-time pay with the Department Head's prior approval.

Section 5 – Vacation Approval

Every reasonable effort shall be made by the Employer to grant Employees Vacation Leave at a time that is agreeable to the Employee. Vacation Leave shall be subject to the service obligations of the Employee's department and shall not be arbitrarily withheld. Vacation shall only be denied for reasons of meeting the staffing needs of the Employer with the exception of vacation usage pursuant to Section 4 of this Article. Whenever practicable, all non-department head leave requests must be in writing and submitted to the Employee's supervisor for his/her consideration. Supervisors shall respond to all vacation requests in writing within a reasonable time frame. Notwithstanding, the non-department head employees shall secure the approval of their supervisor by telephone or other means at the earliest opportunity to do so.

Department heads are required to account for their vacation usage and report such usage to the

Human Resources Office for any given pay period. Additionally, Department Heads shall enter all leave on the Employer's Department Heads calendar, whenever practicable.

Section 6 – Annual Vacation Accrual Reduction

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 years accumulation by the end of the last payroll period within the calendar year.

Section 7 – Vacation Liquidation upon Separation of Service

Upon separation from employment, all non-probationary employees shall have all accrued but unused vacation accruals liquidated in cash. This provision shall not apply to probationary employees discharged during the employee's first 6 months of employment as set forth in Section

3. Additionally, an employee discharged for cause will result in the forfeiture of all hours of accumulated in excess of the two (2) year accumulated maximum.

Section 8 – Military Leave

Employees on a military leave shall earn vacation leave as though actually employed without regard to the maximum accumulation set forth above. Vacation earned in excess of the maximum accumulation shall be taken within two (2) years of the date the Employee returns from the military leave.

Section 9 – Work during Vacation Period

Except during an emergency, no Employee will be required to work during his/her vacation once the vacation request has been approved. The Employer shall notify the Association of any emergency declaration by the Board of Commissioners and of any vacation canceled pursuant to this Section.

Section 10 – Vacation Donation

Any Houston County employee who desires to transfer (donate) accumulated vacation leave to the sick account of another employee, may voluntarily and confidentially elect to do so by completing the form available in the Human Resources Office, which indicates the name of employee to whom the leave is to be transferred/donated to, the donor's name and social security number, the number of hours (whole hours only) to be transferred, the donor's signature and current date.

Pursuant to County Policy, Employees may donate up to 32 hours of their accumulated vacation accrual per year. The donor's vacation donation will be computed at the donee's pay rate.

ARTICLE 11 - SICK LEAVE

Full-time Employees shall be credited with 3.70 hours of sick leave for each pay period worked to a maximum accumulation of nine hundred sixty (960) hours. Part-time employees shall accrue sick leave benefits on a pro-rata basis based on the number of hours the Employee normally works

during a calendar month.

Non- Exempt employees shall take sick-leave in one quarter (1/4) hour increments. Exempt Employees shall take sick-leave in one (1) hour increments. Sick leave cannot be granted or tolled prior to its accrual.

Sick leave shall be approved for absences for the following reasons:

- Because of illness or injury which prevents the Employee from performing job duties and responsibilities.
- Because of medical or dental care which cannot be scheduled at a time other than during the Employee's normal work day.
- To make necessary nursing care arrangements because of illness or injury to a member of the Employee's immediate family, not to exceed three (3) days. Immediate family shall be defined as the Employee's spouse, parent, child, step child, brother, sister, father-in-law, mother-in-law, grandchild or grandparent or step- grandparent or a bona fide person living as a contributing member that is considered part of the family unit and not a tenant, renter or boarder. Additional sick leave may be used for illness or injury of an immediate family member upon approval of the Employee's supervisor.
- Employees may use their accrued personal sick leave for absences due to the illness of the Employee's child for such reasonable periods as the Employee's attendance may be necessary, on the same terms as the Employee is able to use sick leave benefits for the Employee's own illness.
- Employees may use their accrued personal sick leave for absences due to the illness of the regular caregiver for an Employee's child for reasonable periods as necessary to make other arrangements to provide care for the employee's child.

Sick leave usage shall be subject to approval and verification by the Employer. The Employer reserves the right to request medical verification from the employee at the employer's expense in the event of an absence of three (3) days or more or in the case of repeated or systematic absence of an Employee. In the case of an extended illness or injury the Employer may require, at its expense, written medical verification that an Employee is able to perform the duties of employment before the Employee is allowed to return to work.

Misuse of sick leave shall be just cause for:

- The non-payment of the sick leave benefit; and/or
- Disciplinary action as provided by Article 13 (Discipline & Discharge).

Employees who have been employed for a period of five (5) years and were not discharged for cause qualify for a severance as set forth below. Notwithstanding, employees who have been laid off may qualify for a severance pay out, regardless of years of service. Eligible employees shall be compensated for their accumulated unused sick leave at the rate of fifty (50) percent to a maximum of four hundred eighty (480) hours.

Eligible employees upon permanent separation, for reasons other than layoff or death, may opt to have such payment deposited in a post-employment health care savings plan (PEHCSP) created for the employee; or the employee may opt to convert 80 hours of unused sick leave to one (1) months paid up health insurance for the employee only.

Employees unable to report for their normal work day because of reasons established by this

Article shall notify their supervisor of the absence, reason for absence, and the expected duration of the absence. Employees failing to do so may be subject to disciplinary action.

ARTICLE 12 - HOLIDAYS

Section 1 – Observed Holidays

The following days shall be observed as paid holidays for full-time employees:

New Year’s Day	(January 1 st)
Martin Luther King Jr. Day	(Third Monday in January)
President’s Day-	(Third Monday in February)
Spring Holiday	(Friday before Easter)
Memorial Day	(Last Monday in May)
Independence Day	(July 4 th)
Labor Day	(First Monday in September)
Veteran’s Day -	(November 11 th)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving Day	(Fourth Friday in November)
Christmas Eve	(December 24 th)
Christmas Day	(December 25 th)

All employees covered by this Agreement shall be paid a full day’s compensation, based on their full-time equivalency, at their base rate of pay for each of the holidays provided for by this section.

In the event that New Year's Day, Independence Day, Veteran's Day, or Christmas falls on a Sunday, the following Monday shall be observed as the holiday; in the event that these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. In the event Christmas Eve falls on a Friday it shall be observed the previous Thursday; should it fall on a Saturday or Sunday the holiday shall be observed the preceding Friday.

Section 2 – Work on a Holiday

Non-exempt Employees required to work on a holiday specified in this Article shall receive compensatory time or be paid as wages at the rate of one and one half (1 & 1/2) times the Employee's base pay for all hours worked, in addition to the holiday pay provided for in section 1 above.

Exempt Employees required to work on a holiday specified in this Article are not entitled to over-time payments and shall be compensated their normal daily base rate of pay. Exempt employees may flex their holiday when they are required to work. When circumstances exist that make it impossible to flex their hours during the same pay period, exempt Employees may flex their time during the next immediate pay period.

ARTICLE 13 - DISCIPLINE & DISCHARGE

Section 1 – Purpose

Disciplinary action may be imposed on Employees only for just cause and shall be corrective where appropriate.

Section 2 – Disciplinary Action

Discipline includes the following and shall be progressive when appropriate:

1. Oral Reprimand (not arbitrable)
2. Written Reprimand
3. Suspension without Pay

(The Employer may, at its discretion, require the Employee to utilize vacation hours from the employee's accumulated vacation balance in an amount equal to the length of the suspension. All suspensions shall be served away from the worksite)

4. Demotion
5. Discharge

If the Employer has reason to reprimand an Employee, it shall be done in a manner that is consistent with state statute and not to embarrass the Employee before other Employees, supervisors or the public. Oral reprimands shall be identified to the Employee as such. When any disciplinary action could result in sanctions more severe than an oral reprimand, the Employer must notify the Employee of his/her right to Association representation.

Section 3 – Administrative Leave

The Employer may place an Employee who is the subject of a disciplinary investigation on an administrative leave with pay provided a reasonable basis exists to warrant such leave. The Employer shall, as soon as practicable upon placing an employee on administrative leave, notify the Employee and the Association in writing of the reason(s) for such action. If the administrative leave extends past thirty (30) days, the Employee shall be notified of the reason(s) for the continuance of the leave.

Section 4 – Personnel File

Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel file.

Oral reprimands shall be documented as such in writing and maintained in a separate file for oral reprimands in the Human Resources Office. Oral reprimands shall not become a part of an employee's personnel file.

An oral reprimand shall be removed from the Human Resources Office file one (1) year following the date of the oral reprimand provided that no further disciplinary action has been taken against the Employee during that period; a written reprimand shall be removed from the Employee's personnel file provided that no further disciplinary action has been taken against the

employee for a period of two (2) years following the date of written reprimand; and documentation of a suspension without pay shall be removed from the Employee's personnel file provided that no

further disciplinary action has been taken against the employee for a period of four (4) years following the first day of the suspension without pay. Discipline that becomes eligible for removal, based upon this provision, shall not be used as a basis for any subsequent discipline of the employee, however may be used as evidence of notice of expectations.

The Employee shall have fifteen (15) calendar days from the date of the receipt of the finalized disciplinary action to file a written response in the Employee's personnel file. The Employee's written response shall be affixed to the Employer's file copy and maintained in the Employee's personnel file until such disciplinary action is removed from the personnel file.

Section 5 – Representation

The Employer shall not meet with an Employee for the purpose of questioning the Employee during an investigation that may lead to discipline of that Employee without first advising the Employee of the nature of the investigation and offering the Employee an opportunity for Association representation. Any Employee waiving their right to such representation should do so in writing prior to questioning the Employee.

The Employer shall also conduct investigations in accordance with M.S. 626.89 and Post Board guidelines when applicable.

Section 6 – Statutory Appointees

Nothing in this Article is intended to abrogate or diminish any provision of the following Minnesota statutes regarding the appointment, re-appointment, discipline or discharge of an

Employee appointed pursuant to the following statutes and their application to the appointed positions:

- Minn. Stat. 273.061, County Assessor;
- Minn. Stat. 387.145, Chief Deputy Sheriff;
- Minn. Stat. 163.07, County Highway Engineer; and
- Minn. Stat. 197.60, County Veterans Service Officer.

Except for just cause, all appointees will be reappointed at their designated appointment dates. The Employer will notify the Association in writing, at least ninety (90) days in advance of its intent to not re-appoint an employee. The Employer shall disclose its reasons to not re-appoint.

In recognition of Minnesota State Statute 387.145, the provisions of this section do not apply to the position of Chief Deputy Sheriff.

Section 7 – Investigation Procedures

At no time shall an investigation be conducted of a Department Head's employee without the direct involvement and knowledge of the Department Head, notwithstanding a conflict of interest.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1 – Definitions

A grievance shall be defined as a dispute or disagreement as to the interpretation or application of any terms of this Agreement.

The term "days" shall mean calendar days, unless otherwise specified.

The term "Employee" shall mean an individual or group of employees, or the Association, as long as the individual or groups of employees are members of the bargaining unit.

The term "Association Steward" shall mean those individuals designated by the Association in accordance with Article 4, Association Rights, Sections 3 and 4, of this Agreement.

Section 2 – Time Limits

If a grievance is not presented on behalf of the Employee within a time limit set forth in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit, or agreed extension thereof, it shall be considered as settled on the basis of the Employer's last answer.

It is expected that the Employer shall respond to the grievance in a timely manner. However, if no response is received within the time-frame set forth below nor has the Association granted a response time waiver, then the Association may move the grievance to the next level.

The time limits in each step may be extended by mutual written agreement of the Employer and the Association at each step.

Section 3 – Procedures

Informal

An Employee who has a grievance may bring it to his/her supervisor's attention orally, indicating that it is a grievance. The Employee may discuss the grievance with his/her supervisor in an attempt to reach a satisfactory resolution.

Formal

Step 1. If the Association wishes to initiate a formal grievance, it shall be reduced to writing, setting forth the nature of the grievance, the facts upon which it is based, the section(s) of the Agreement allegedly violated, and the relief requested, and filed with the Grievant's immediate supervisor. All grievance(s) shall be filed within twenty-one (21) calendar days after the occurrence of the event giving rise to the grievance or within twenty-one (21) calendar days after the grievant, through the use of reasonable diligence, should have had knowledge of the event. Within ten (10) calendar days after receiving the written grievance, the Grievant's immediate supervisor and the Association Steward(s) shall arrange a meeting with or without the grievant, and attempt to resolve the grievance. The immediate supervisor shall give his/her written answer to the Association Steward within ten (10) calendar days of the meeting. The Association may appeal the grievance in writing to Step 2 within ten (10) calendar days after the immediate supervisor's written answer is given or due.

Step 2. Personnel Committee - If as a result of the written response, the grievance remains unresolved, the Association may appeal the grievance in writing within fourteen (14) calendar days after the Employer's written response is given or due to the Personnel Committee. The Personnel Committee shall hear the grievance at a scheduled meeting subject to the availability of the Employer and the Association Steward.

The Personnel Committee shall be comprised of two Board Members appointed at the direction of the Houston County Board of Commissioners and the Human Resources Director.

Step 3. Mediation - If as a result of the written response in step 2 the grievance remains unresolved, the Association may appeal the grievance in writing within fourteen (14) calendar days after the Employer's written answer is given or due to the Minnesota Bureau of Mediation Services. The Mediator shall hear the grievance at a scheduled meeting subject to the availability of the Employer and the Association Steward.

Step 4. Arbitration - If no settlement is reached at Step 3 Mediation, the Association may elect to pursue arbitration. The Association must notify the Employer its intent to arbitrate the grievance within (14) days of completion of mediation. The arbitration is subject to the provisions for Public Employment Labor Relations Act, Minnesota Statute 179A, and Et.al. The selection of an arbitrator shall be made in accordance with the rules promulgated thereto.

The time limit in any step of the grievance procedure may be waived by written mutual agreement of the Employer and the Association.

Section 4 – Arbitration

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and Association and shall have no authority to make a decision on any other issue not submitted to her/him. The Arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of federal or Minnesota State laws, rules, or regulations having the force and effect of law. The decision shall be based solely on the Arbitrator's interpretation or application of the expressed terms of this Agreement and the facts of the grievance presented. The decision of the Arbitrator shall be final and binding on the parties.

Either party may make a request of the Commissioner of the Bureau of Mediation Services, State of Minnesota, to furnish a list of seven (7) prospective arbitrators. From this list, each party shall, in turn, strike one name until one name remains, and the last remaining individual shall be designated as the arbitrator. The Association shall strike first. A hearing on the grievance shall be conducted promptly by the Arbitrator, and a decision shall be rendered within thirty (30) days of the date of the hearing.

The fees and expenses for the Arbitrator's services and proceedings shall borne equally by the Employer and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses.

Section 5 – Veterans Preference: Arbitration Not Available

If an Employee/former employee pursues an appeal procedure under Minn. Stat. 197.46 (or other applicable Veterans’ Preference Law), the Employee/former Employee shall be precluded from making an appeal under the arbitration provisions of this Agreement.

ARTICLE 15 - CELLPHONE PER DIEM

For the purposes of this Agreement, Houston county Policy 9.31, Cellular and other Mobile Computing Devices, shall remain in full force and effect through December 31, 2014. Any proposed policy amendments prior to mid-night December 31, 2014 must be negotiated and reduced to writing. See Appendix D.

ARTICLE 16 - SALARIES AND WAGES

Section 1 – Salary/Wage ranges

The salary and wage ranges and pay grids for positions covered by this Agreement shall be those contained in Appendix B. In the event that Employees are to be assigned to newly created or newly added bargaining unit positions or classes during the life of this Agreement, the wage or salary/wage range for such position or class shall be established by the Employer which will advise the Association in advance of final establishment and upon request, discuss the new wage/salary range. The salary/wage range established by the Employer shall be based on comparability and internal consistency between positions and classes in the salary/wage plan.

Section 2 – Work out of Class (Banding)

When an Employee is expressly assigned to perform substantially all of the duties of a position which is banded higher than the Employee’s current position, and that is temporarily unoccupied, and the work out of class assignment exceeds ten (10) consecutive business days in duration, the Employee shall receive an increase to the minimum rate of the new class or at least one (1) step higher than the employee’s current salary, whichever is greater.

Section 3 – Progression Steps

Employees shall receive a one (1) step salary increase annually as set forth in Appendix B of this Agreement, on their anniversary date, provided the Employee’s wage/salary does not exceed the salary range maximum rate. All increases authorized by this Section shall be effective on the Employee’s anniversary date.

ARTICLE 17 - OVERTIME

Section 1 – General Provisions

All over-time compensation shall be in accordance with the Fair Labor Standards Act.

Section 2 – Exempt Employees

The normal work period for exempt Employees shall normally consist of eighty (80) hours in a two (2) week payroll period. Employees are responsible for managing and accounting for their work and may be required to regularly work in excess of their normal work day and/or eighty (80) hour payroll period.

Exempt Employees are not eligible to receive over-time pay except under the following circumstances.

Exempt Employees may receive overtime pay, upon the Board of Commissioners' declaration of natural disaster or other emergency status and a separate declaration specifically authorizing over-time payments. Additionally, all Employees must have their supervisor's written pre-authorization for all such over-time. Board declared overtime will be paid as straight time, calculated by the Employee's equivalent hourly rate based on a 2080-hour annual base salary rate for all hours worked in excess of eighty (80) hours in a two week payroll period. The occurrence of Board declared overtime shall be dictated by influences outside the control of the County and the Employee; for example, natural disaster, pandemic, or other emergency condition. This provision shall not be grievable/arbitrable under Article 14, of this Agreement.

Section 3 – Non-Exempt Employees

The normal work period for non-exempt Employees shall consist of eighty (80) hours in a two (2) week payroll period. The eighty (80) hours shall consist of two forty-hour work weeks as scheduled by the Employee's immediate supervisor.

Non-exempt Employees with supervisor approval when practicable, shall be compensated, at the rate of one and one half (1-1/2) of their base hourly rate for all hours worked in excess of their forty (40) hours work week. The Employee shall have the choice to receive overtime as wages as set forth herein or compensatory time credit at a rate of one and one half (1-1/2). With supervisor approval, Employees are encouraged to flex their workday or work week to avoid the occurrence of overtime.

Compensatory time accruals shall be limited to a maximum of forty (40) hours at any time during the year. Employees who have an accumulated compensatory time balance, as of the end of the last payroll period, in any calendar year, may have their balance, or any portion of their balance, cashed out at the employee's current hourly rate, and may carry over from one year to the next. Employees who sever employment shall be compensated for their compensatory hours at their current rate of pay.

ARTICLE 18 - UNIFORM ISSUANCE AND REIMBURSEMENT

Section 1 – Chief Deputy Sheriff and Jail Administrator

Full-time employees of the Sheriff's Office who are required to wear a uniform will be issued the following items as their initial uniform issuance:

- 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

Sheriff's Office Employees will be reimbursed up to eight-hundred dollars (\$800.00) per calendar year upon presentation of receipts to the Employer. Employees shall not receive a payment their first year of employment. Such payments shall be based on the Employee's full-time equivalency (FTE) and prorated for employees hired during the year, based on their total weeks worked. Employees are responsible for the purchase of their uniforms. Authorized uniforms may be charged to the County as long as the purchases are properly documented and approved by their supervisor or department head. However, non-uniform clothing shall not be charged to the County.

Section 2 – Highway Engineering Supervisor

The Highway Engineering Supervisor will be paid an annual clothing allowance of five-hundred, twenty-five Dollars (\$525.00) per calendar. Such payment shall be payable in December of each year. Reimbursement payments shall be based on the Employee's full-time equivalency (FTE) and prorated for employees hired during the year, based on their total weeks worked.

Employees are responsible for the purchase of their work clothes. Non-uniform work clothing shall not be charged to the County.

Section 3 – Replacement of Damaged Personal Property

Personal property of the Employee, through no fault or negligence of the Employee, is damaged in the scope of performance of their duties shall be repaired or 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 (Chief Deputy only) will be up to five hundred dollars (\$500.00). This provision does not apply towards any items damaged that are part of the uniform allowance. The determination to repair or replace the damaged property shall be made by the Employer in consultation with the Employee.

ARTICLE 19 - LAYOFF AND RECALL

Section 1 - Definition of Layoff

The Employer may layoff an Employee by reason of abolition of the position, shortage of work or funds, or other reasons outside the Employee's control, not reflecting discredit on the service of the Employee. A layoff occurs when an Employee's hours of work are reduced for a period of longer than ten (10) consecutive working days. However, Employees who have requested and have been authorized to work less than their regular appointed weekly hours of work shall not be deemed to have been laid off.

Section 2 - Labor-Management Cooperation

Whenever the Employer initiates a planning process or management study which is anticipated to result in layoff, the Employer will meet and confer with the Association during the decision planning phase and again during the implementation planning phase. The Employer's Employee Assistance Program will be made available to all affected employees.

Section 3 – Sick Leave Payout and Benefits

Qualified Employees served with notice of Layoff, as defined in Section 1 of this Article, shall be compensated for their accumulated unused sick leave pursuant to Article 11, above. Additionally, the Employer agrees to pay the Employer's monthly premium contribution for health benefits as set forth in Article 21, Section 1 below for up to three (3) months to qualified Employees.

Section 4 - Layoff Procedures

Determination of Position(s)

The Employer shall determine the position(s) and employment condition and work location which is to be eliminated.

Probationary and emergency Employees shall be terminated before any layoff of regular-status Employees. Probationary Employees shall be separated in inverse order of the date of their probationary appointments.

Advance Notice

In the event a layoff becomes necessary, the Employer shall notify the Association Business Manager of the position(s), classification(s), number of positions, and the employment condition(s) to be eliminated thirty (30) calendar days whenever practicable, but at least twenty- one (21) calendar days prior to the effective date of the anticipated layoff. At least twenty-one (21) calendar days prior to the effective date of the layoff, the Employer shall give written notice of the layoff, including the reason(s) therefore, estimated length of the layoff period and layoff options available to all Employee(s) scheduled to be laid off. Copies of all layoff notices shall be concurrently mailed to the Association Business Manager.

Layoff Notification

Layoffs which are necessary shall be on the basis of inverse seniority whenever applicable. The Employer shall send a layoff notice to the Employee who occupies the position to be eliminated, with a copy to the Association Business Manager.

Demotion in Lieu of Layoff

Any employee who demotes as part of a re-organization in lieu of layoff will retain his/her current rate of pay or the rate of pay at the top of the pay range of the class to which he/she demotes, whichever is less. However, an employee may continue to receive a rate of pay in excess of the maximum upon approval of the Employer.

Recall

Employees shall be recalled from layoff in the order in which their names appear on the layoff list as may be applicable provided that the employee being recalled is capable of performing the duties of the position. An Employee shall be notified of recall by personal notice, mail (return receipt required), or email (Employee's e-mail response required) sent to the Employee's last known

address (or email address) at least fifteen (15) calendar days prior to the reporting date. The Employer shall notify Employee by email only if the Employee has approved of this method of notice in writing. The Employee shall notify the Employer by certified mail (return receipt required) or e-mail within five (5) calendar days of receipt of notification of intent to return to work and shall report to work on the reporting date unless other arrangements are made. It shall be the Employee's responsibility to keep the Employer informed of his/her current address, and e-mail address, if applicable.

Section 5 - Seniority

Seniority shall not be interrupted layoff, except for Employee failure to respond to a recall from layoff as set forth herein.

Section 6 – Notices of Vacancies

Employees who receive a notice of layoff shall receive copies of all external vacancy notices for their previous department or program and all supervisory notices of vacancy prior to the dissemination of such for a competitive search. Additionally, Employees on layoff status shall have their application materials given priority consideration prior to the review of other applications.

ARTICLE 20 - INDEMNIFICATION

The Employer agrees to defend and indemnify Employees in accordance with Minnesota Statute 466.07, Et al., as may be amended.

ARTICLE 21 - INSURANCE

Section 1 – Health Insurance

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 Association except those required by law.

Members of the Association shall not receive less of an insurance benefit than any other Houston County Employee Group during the term of this Agreement.

Full-time Employees may elect to enroll for individual (single) or dependent (family) coverage as set forth below:

Effective January 1, 2022, the single contribution by the County for the \$3,500 CDHP shall be 95% of the single premium for the plan. Effective January 1, 2022, the County contribution rate for dependent/family coverage for employees choosing the \$7,000 CDHP shall be 85% of the plan premium.

Additionally, qualified employees electing the \$3,500/\$7,000 CDHP shall receive County contributions in the amount of fifty percent (50%) of the deductible into a VEBA or HSA Health

Care savings account. Such contributions shall be made in four equal installments payable in conjunction with the 1st pay period of January, April, July, and October.

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. The effective date for plan option elimination would be January 1st of the subsequent calendar year.

In the event a County Health Benefits Insurance committee is formed by the Employer for the purpose of providing input regarding health benefits coverage, the Association reserves the right to appoint one member of this bargaining unit to represent the Association.

Section 2 – Life Insurance

The Employer shall provide a term life insurance program subject to the limitations; benefits and conditions established by the contract between the Employer and the insurance carrier to the employees, at no cost to Employees. The term life insurance program shall provide a \$10,000 death benefit. The Employer will also provide access to additional life insurance through a company approved by the County.

Section 3 – Eligibility

Employees may participate in the group health and life insurance programs, described in this Article if they are regularly scheduled to work at least 1040 hours in a twelve consecutive month period. Employees schedule to work less than 2080 hours in twelve but more than 1040 hours during a consecutive month period may elect to enroll in the insurance benefits and the Employer will pay a pro-rated portion of the premium cost and CDHP contribution.

Section 4 – Effective Date of Coverage

Insurance coverage shall be effective the first day of the month following thirty days of employment with the County.

ARTICLE 22 - USE OF COUNTY VEHICLE

Section 1 – Sheriff’s Office and the County Department of Transportation

The Chief Deputy Sheriff and the County Highway Engineer have County vehicles assigned to them individually. Further, the Chief Deputy Sheriff and the County Highway Engineer are permitted to take the County assigned vehicle home. During such time that the Employee is on duty or on-call it is recognized that an Employee may use an Employer vehicle for personal use. Notwithstanding the foregoing, family members, non-Sheriff’s Office employees or other members of the public shall not be transported in a County owned vehicle unless the persons are in the vehicle pursuant to County business or they represent another governmental entity and are ride sharing with a County Employee. The transportation of any family member for business purposes requires the pre-approval by the County Board of Commissioners and is limited to travel related to a specified County business related event. Sheriff’s Office Employees shall adhere to all Sheriff’s Office and County policies regarding standards of practice and safety while transporting passengers in County vehicles.

Section 2 – Other Employees

Employees authorized to use County vehicles will adhere to all County and relevant department policies governing the use of vehicles. It shall be the responsibility of the Employer to notify the Employee of all current and up-dated policies. Employees shall adhere to all County policies regarding standards of practice and safety.

ARTICLE 23 - PROFESSIONAL DEVELOPMENT

Section 1 – Professional Development Organization Memberships

In general funding for professional development and Employee membership in professional associations will be addressed through the annual departmental budget process and approved by the Employee’s supervisor.

Section 2 – Continuing Education, Licensing and Certification

The Employer agrees to pay tuition and fees for any mandated re-licensing, certification and testing, and training expenses, continuing education, that is required for the Employee to maintain Employer required certifications.

The County will pay necessary and reasonable expenses incurred by Employees to attend training sessions, workshops, or conferences that are within the Departments training budget and approved by the Department Head. Employees shall be reimbursed for the following expenses: lodging, parking, meals, mileage, and registration, upon submission of receipts accompanied by the reimbursement request.

Highway Department of Transportation employees hired prior to January 1, 2015 shall each receive \$1,250.00 annually for professional certifications. This payment shall be made in December of each contract year. Employees must supply the Employer with copies of all certifications to be place in their personnel file.

ARTICLE 24 – LABOR MANAGEMENT/MEET & CONFER COMMITTEES

In the spirit of labor/management harmony, the employer and the Association support a cooperative relationship between the parties in which the Employer and the Association move toward a relationship of greater trust and respect without interfering with the collective bargaining process nor the rights and obligations set forth in the labor agreement. In order to promote and foster such a cooperative relationship, the parties agree to establish a Labor Management Committee/Meet and Confer Committee to discuss mutually identified matters.

ARTICLE 25 - TRAVEL EXPENSES

Employees shall be reimbursed the actual cost to attend supervisor approved conferences, trainings, and workshops for the following expenses: lodging, parking, and registration, upon submission of receipts accompanied by the reimbursement request(s).

The Employer shall pay for the actual cost, not to exceed the following amounts, for meals and gratuity when conducting business outside the County:

Breakfast:	\$10.00
Lunch:	\$11.00
Dinner	\$15.00

To be eligible for breakfast, the representative must need to leave prior to 6:00 A.M. To be eligible for dinner allowance, the representative must be unable to reach home prior to 6:00 P.M. Receipts are required for meals.

When an employee is eligible to receive reimbursement for all three meals, the Employer shall pay the actual cost of receipted meal and gratuity expenses, when business is conducted outside the County, not to exceed a total of thirty-three dollars (\$36.00) per day. The Employee may not aggregate meal per diems for meals that are supplied by the conferences or training event, and lodging facilities.

The County will not reimburse employees for alcoholic beverages, fines, personal entertainment, or valet services.

Employees who use their personal vehicle for County business shall receive mileage reimbursement at a rate equal to the prevailing Federal rate, as established by the General Services Administration (GSA) and adopted by the County Board of Commissioners.

ARTICLE 26 - SAVINGS CLAUSE

This Agreement is intended to be in conformity with all applicable and valid federal and State of Minnesota laws and rules and regulations promulgated there under having the force and effect of law. In the event that any provision of this Agreement is found to be inconsistent with such statutes, rules or regulations, the provisions of the latter shall prevail. If any provision of this Agreement is found to be invalid or unenforceable by a court or other competent authority having jurisdiction, then such revisions shall be considered void, but all other valid provisions shall remain in full force and effect.

To the extent that the terms of this Agreement and the Personnel Policy of the County of Houston conflict, the terms and conditions of employment set forth in this Agreement shall control.

ARTICLE 27 - DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective on January 1, 2022, and shall remain in full force and effect through the 31st day of December 2024.

This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that a Successor Agreement has not been agreed upon by an expiration date of this Agreement as provided for in paragraphs 1 or 2 above, either party may terminate this Agreement by the serving of written notice upon the other party not less than sixty (60) calendar days prior to the desired termination date which shall not be before the expiration date provided above. However, neither party may serve such notice of termination of this Agreement if the other party is making best efforts to negotiate in good faith.

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SIGNATURE PAGE AND APPENDICES TO FOLLOW

Agreed to this ____ day of February 2022, 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 for the Employer and the Association.

Therefore, in witness hereof:

FOR THE EMPLOYER

Date: February , 2022

By:

Greg Myhre
County Board Chair

Theresa Arrick-Kruger
Human Resources Director-

Approved as to Form and Execution

Date: February , 2022

Samuel Jandt
County Attorney

FOR THE ASSOCIATION

Date: February , 2022

By:

Megan Dayton
President

Rich Ransom
Business Agent

Brian Pogodzinski
Local Steward

Robert Thoen
Local Steward

Karen Kohlmeyer
Local Steward

APPENDIX A
POLICY AGAINST OFFENSIVE CONDUCT, HARASSEMENT, AND VIOLENCE

The Employer and the Association recognize that no Employee should be subject to harassment and/or discrimination. To this end the County Board of Commissioners has adopted, "Policy Against Offensive Conduct, Harassment, and Violence". Employees deeming themselves the victims of sexual harassment are referred to this policy as well as Minn. Stat. Chapter 363, entitled "Department of Human Rights" and to the remedies pursuant to the grievance procedures set forth in Article 14.

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APPENDIX B

SALARY AND WAGE GRIDS

Employee initial placement.

BANDING	POSITION	EMPLOYEE	INITIAL STEP HOURLY RATE
C41	DOT ACCOUNTANT	SCHROEDER, SHEILA	Step 5
C42	FISCAL SUPERVISOR	HANKINS, HEIDI	Step 5
C42	FINANCIAL ASSISTANCE SUPERVISOR	KOHLMEYER, KAREN	Step 5
C43	JAIL ADMINISTRATOR	OTT, DEAN	Step 4
C43	VETERAN SERVICE OFFICER	THOEN, ROBERT	Step 1
C43	ENGINEERING SUPERVISOR	CONWAY, JUSTIN	Step 5
C44	COUNTY SURVEYOR	SCHMITT, ERIC	Step 5
C52	PUBLIC HEALTH SUPERVISOR	MYHRE, HEATHER	Step 6
C52	SOCIAL SERVICES SUPERVISOR	MOEN, BETHANY	Step 6
C52	CHIEF DEPUTY SHERIFF	SWEDBERG, BRIAN	Off Step at \$47.66
C53	COUNTY ASSESSOR	ONSTAD, LUCAS	Step 1
D61	ENVIRONMENTAL SERVICES DIRECTOR	HERRICK, MARTIN	Step 5
D62	PHHS DIRECTOR	PUGLEASA, JOHN	Off Step at \$53.02
D63	COUNTY HIGHWAY ENGINEER	POGODZINSKI, BRIAN	Step 9

* Chief Deputy Swedberg and PHHS Director Pugleasa are off step above step 9. Both employees will be grandfathered in and will receive annual COLA adjustments to their hourly equivalent pay rate while occupying their current positions until such a time as the pay grid equals or exceeds the employee respective pay rate.

**2022 Wage Grid
January - December
2.0% Increase**

***Grid represents hourly equivalents for Exempt employees, based on a 2080-hour work year.**

BAND	POSITION	STEP 1 2080 HRS	STEP 2 2080 HRS	STEP 3 2080 HRS	STEP 4 2080 HRS	STEP 5 2080 HRS	STEP 6 2080 HRS	STEP 7 2080 HRS	STEP 8 2080 HRS	STEP 9 2080 HRS
C41	DOT Accountant	\$28.42	\$29.42	\$30.45	\$31.51	\$32.61	\$33.75	\$34.94	\$36.16	\$37.42
C42	Financial Assistance Supervisor	\$29.84	\$30.88	\$31.96	\$33.08	\$34.24	\$35.43	\$36.68	\$37.96	\$39.29
C42	PHHS Fiscal Supervisor	\$29.84	\$30.88	\$31.96	\$33.08	\$34.24	\$35.43	\$36.68	\$37.96	\$39.29
C43	Jail Administrator	\$31.03	\$32.11	\$33.23	\$34.39	\$35.60	\$36.84	\$38.13	\$39.46	\$40.84
C43	Veterans Service Officer	\$31.03	\$32.11	\$33.23	\$34.39	\$35.60	\$36.84	\$38.13	\$39.46	\$40.84
C43	Assistant Engineer	\$31.03	\$32.11	\$33.23	\$34.39	\$35.60	\$36.84	\$38.13	\$39.46	\$40.84
C44	County Surveyor	\$32.58	\$33.72	\$34.90	\$36.13	\$37.39	\$38.70	\$40.06	\$41.45	\$42.90
C52	Public Health Supervisor	\$34.54	\$35.75	\$37.01	\$38.30	\$39.64	\$41.02	\$42.46	\$43.95	\$45.49
C52	Social Services Supervisor	\$34.54	\$35.75	\$37.01	\$38.30	\$39.64	\$41.02	\$42.46	\$43.95	\$45.49
C52	Chief Deputy Sheriff	\$34.54	\$35.75	\$37.01	\$38.30	\$39.64	\$41.02	\$42.46	\$43.95	\$45.49
C53	County Assessor	\$35.58	\$36.82	\$38.11	\$39.44	\$40.82	\$42.25	\$43.73	\$45.26	\$46.84
D61	Environmental Services Director	\$36.65	\$37.93	\$39.26	\$40.64	\$42.05	\$43.52	\$45.04	\$46.62	\$48.26
D62	PHHS Director	\$38.12	\$39.45	\$40.83	\$42.26	\$43.74	\$45.27	\$46.85	\$48.49	\$50.18
D63	Highway Engineer	\$41.93	\$43.40	\$44.92	\$46.49	\$48.12	\$49.81	\$51.55	\$53.36	\$55.22

2023 Wage Grid
January - December
3.0% Increase

***Grid represents hourly equivalents for Exempt employees, based on a 2080-hour work year.**

BAND	POSITION	STEP 1 2080 HRS	STEP 2 2080 HRS	STEP 3 2080 HRS	STEP 4 2080 HRS	STEP 5 2080 HRS	STEP 6 2080 HRS	STEP 7 2080 HRS	STEP 8 2080 HRS	STEP 9 2080 HRS
C41	DOT Accountant	\$29.27	\$30.30	\$31.36	\$32.46	\$33.59	\$34.76	\$35.99	\$37.24	\$38.54
C42	Financial Assistance Supervisor	\$30.74	\$31.81	\$32.92	\$34.07	\$35.27	\$36.49	\$37.78	\$39.10	\$40.47
C42	PHHS Fiscal Supervisor	\$30.74	\$31.81	\$32.92	\$34.07	\$35.27	\$36.49	\$37.78	\$39.10	\$40.47
C43	Jail Administrator	\$31.96	\$33.07	\$34.23	\$35.42	\$36.67	\$37.95	\$39.27	\$40.64	\$42.07
C43	Veterans Service Officer	\$31.96	\$33.07	\$34.23	\$35.42	\$36.67	\$37.95	\$39.27	\$40.64	\$42.07
C43	Assistant Engineer	\$31.96	\$33.07	\$34.23	\$35.42	\$36.67	\$37.95	\$39.27	\$40.64	\$42.07
C44	County Surveyor	\$33.56	\$34.73	\$35.95	\$37.21	\$38.51	\$39.86	\$41.26	\$42.69	\$44.19
C52	Public Health Supervisor	\$35.58	\$36.82	\$38.12	\$39.45	\$40.83	\$42.25	\$43.73	\$45.27	\$46.85
C52	Social Services Supervisor	\$35.58	\$36.82	\$38.12	\$39.45	\$40.83	\$42.25	\$43.73	\$45.27	\$46.85
C52	Chief Deputy Sheriff	\$35.58	\$36.82	\$38.12	\$39.45	\$40.83	\$42.25	\$43.73	\$45.27	\$46.85
C53	County Assessor	\$36.65	\$37.92	\$39.25	\$40.62	\$42.04	\$43.52	\$45.04	\$46.62	\$48.25
D61	Environmental Services Director	\$37.75	\$39.07	\$40.44	\$41.86	\$43.31	\$44.83	\$46.39	\$48.02	\$49.71
D62	PHHS Director	\$39.26	\$40.63	\$42.05	\$43.53	\$45.05	\$46.63	\$48.26	\$49.94	\$51.69
D63	Highway Engineer	\$43.19	\$44.70	\$46.27	\$47.88	\$49.56	\$51.30	\$53.10	\$54.96	\$56.88

2024 Wage Grid
January - December
3.0% Increase

*Grid represents hourly equivalents for Exempt employees, based on a 2080-hour work year.

BAND	POSITION	STEP 1 2080 HRS	STEP 2 2080 HRS	STEP 3 2080 HRS	STEP 4 2080 HRS	STEP 5 2080 HRS	STEP 6 2080 HRS	STEP 7 2080 HRS	STEP 8 2080 HRS	STEP 9 2080 HRS
C41	DOT Accountant	\$30.15	\$31.21	\$32.30	\$33.43	\$34.60	\$35.80	\$37.07	\$38.36	\$39.70
C42	Financial Assistance Supervisor	\$31.66	\$32.76	\$33.91	\$35.09	\$36.33	\$37.58	\$38.91	\$40.27	\$41.68
C42	PHHS Fiscal Supervisor	\$31.66	\$32.76	\$33.91	\$35.09	\$36.33	\$37.58	\$38.91	\$40.27	\$41.68
C43	Jail Administrator	\$32.92	\$34.06	\$35.26	\$36.48	\$37.77	\$39.09	\$40.45	\$41.86	\$43.33
C43	Veterans Service Officer	\$32.92	\$34.06	\$35.26	\$36.48	\$37.77	\$39.09	\$40.45	\$41.86	\$43.33
C43	Assistant Engineer	\$32.92	\$34.06	\$35.26	\$36.48	\$37.77	\$39.09	\$40.45	\$41.86	\$43.33
C44	County Surveyor	\$34.57	\$35.77	\$37.03	\$38.33	\$39.67	\$41.06	\$42.50	\$43.97	\$45.52
C52	Public Health Supervisor	\$36.65	\$37.92	\$39.26	\$40.63	\$42.05	\$43.52	\$45.04	\$46.63	\$48.26
C52	Social Services Supervisor	\$36.65	\$37.92	\$39.26	\$40.63	\$42.05	\$43.52	\$45.04	\$46.63	\$48.26
C52	Chief Deputy Sheriff	\$36.65	\$37.92	\$39.26	\$40.63	\$42.05	\$43.52	\$45.04	\$46.63	\$48.26
C53	County Assessor	\$37.75	\$39.06	\$40.43	\$41.84	\$43.30	\$44.83	\$46.39	\$48.02	\$49.70
D61	Environmental Services Director	\$38.88	\$40.24	\$41.65	\$43.12	\$44.61	\$46.17	\$47.78	\$49.46	\$51.20
D62	PHHS Director	\$40.44	\$41.85	\$43.31	\$44.84	\$46.40	\$48.03	\$49.71	\$51.44	\$53.24
D63	Highway Engineer	\$44.49	\$46.04	\$47.66	\$49.32	\$51.05	\$52.84	\$54.69	\$56.61	\$58.59

APPENDIX C
LETTER OF AGREEMENT REGARDING MAPE EMPLOYEES SUBJECT TO
RANDOM DRUG AND ALCOHOL TESTING

WHEREAS, the County of Houston (hereinafter, "County") and the Minnesota Association of Professional Employees (hereinafter, "Association") are parties to a Collective Bargaining Agreement; and

WHEREAS, during the course of negotiations for the Collective Bargaining Agreement, Houston County's Alcohol and Drug Policy (H C Policy No. 9.28) and its applicability to Association Employees was discussed; and

WHEREAS, the County and the Association reached agreement regarding applicability of the policy;

NOW, THEREFORE, BE IT RESOLVED, THAT, the County and the Association agree that Association employees subject to random drug and alcohol testing under the County's Alcohol and Drug Policy are limited to those individuals whose primary job responsibility fall within the Sheriff's Office; and

BE IT FURTHER RESOLVED, THAT, the County and the Association agree that no other Association employees are subject to random drug and alcohol testing under the County's Alcohol and Drug Policy without further negotiations between the Parties.

FOR THE COUNTY:

FOR THE UNION:

9/22/2015 /S/ Steve Schuldt
 Date

/S/ Dan Holub 9/17/15
 Date

9/22/2015 /S/ Theresa Arrick-Kruger
 Date

/S/ David Hearth 9/17/15
 Date

APPENDIX D
CELLULAR AND OTHER MOBILE COMPUTING DEVICES

9.31.0 INTRODUCTION

9.31.0-1 Purpose

Electronic communication is an important part of contemporary business practices. The purpose of this procedure is to clarify employee stipend eligibility as well as County Board and Department Head responsibilities associated with provision of taxable stipends for the use of personally owned cellular devices and mobile computing devices.

9.31.0-2 Definitions

Cellular Phone means a telecommunication device with voice capability and does not have internet browsing capabilities.

Mobile Computing Devices (smart devices) are portable computing and telecommunications devices that can execute programs. This definition includes, but is not limited to, notebooks, Smart Phones, Palm Pilots, personal digital assistants, iPods, BlackBerry devices, and cell phones with internet browsing capability. Use of a mobile computing device may or may not require a wireless communication service plan or incur connection charges.

9.31.1 ELIGIBILITY FOR STIPEND

9.31.1-1 Financial Accountability

Employees may be paid a stipend if the Board determines that it is financially advantageous for the County to pay individual employees a stipend rather than to provide a County owned cellular device.

The Stipend rates are:

- Thirty dollars per month (\$30) for cellular phones ; and
- Fifty dollars per month (\$50) mobile computing devices.

The Department Head shall evaluate the expenses and the participation criteria set forth in this policy and submit his/her evaluation to the Board consideration during the annual budget process.

9.31.1-2 Eligibility for Cellular Phone or Mobile Computing Device Stipend

The County may provide a stipend for use of a personally owned cellular phone or a mobile computing device, to an employee if it is determined by the Board of Commissioners to be a necessary business expense. The County Board shall determine whether the use of a cellular phone or a Mobile computing device is appropriate to meet the communication needs of specific positions based on the actual need for immediate voice and email access and response and not employee convenience, preference or title pursuant to the following criteria:

- Use of the device is integral to the performance of the employee's job duties; and
- The employee performs a substantial portion of his/her work away from his/her assigned office area and needs to be contacted on a regular basis by the Department Head or other employees for assigned duties; and

- The employee is not on unpaid leave. The stipend payment shall be pro-rated for all periods of unpaid leave; or
- It is a job requirement that the employer be able to *regularly* reach the employee outside of the employee's normal work hours for work requiring immediate attention.

Notice: Houston County is not required to provide employees a stipend. A determination as to whether an employee meets the eligibility criteria for a mobile computing device stipend versus a cellular phone stipend shall not be based on title or position but rather on the business necessity of the County.

9.31.1-3 Authorization. To be approved for a stipend under this policy, the following procedures are applicable:

- The department head of the requesting employee must determine if the employee meets the threshold eligibility requirements in 9.31.1-2 above and makes a formal recommendation to the Houston County Board of Commissioners; and
- The stipend is approved by the Houston County Board of Commissioners during a regular or special session of the board; and
- Documentation or other statement in support of the decision to issue the device and plan must be retained by the appropriate Department Head consistent with records retention standards and be available for review and audit.

9.31.1-4 Annual review

The Department Head shall evaluate the expenses and the participation criteria set forth in this policy and submit his/her evaluation and recommendation to the Board for consideration during the annual budget process.

Notice: The Department Head may require proof of usage for County Business in order to determine both initial stipend and/or continuation of stipend eligibility.

9.31.2 REIMBURSEMENT FOR INCREMENTAL EXPENSES

Occasional business call expenses made from an employee's personal cellular device are eligible for reimbursement with Department Head approval if:

- The employee does not receive a regular stipend; and
- The employee has not been issued a County owned cellular device; and
- The employee has incremental costs that were necessary, unavoidable and directly attributable to the business calls.

9.31.3 SHARED CELLULAR DEVICES

The Department Head may determine a County owned cellular device is necessary for the efficient operation of a department and the cellular device will be used by more than one individual.

- A department cellular device shall be used *solely* for County business purposes.
- The equipment must be designated as property of the County and must be returned to the department daily or as required by the Department Head.
- Purchase of department cellular devices must be approved by the Board of Commissioners.

- The Department Head shall be the responsible party for each department cellular device and compliance with this procedure.

9.31.4 EMPLOYEE RESPONSIBILITIES

An employee who receives a stipend pursuant to this procedure is responsible for:

- Ensuring that the device is available for service during applicable business hours and other hours as needed;
- Immediately returning any shared device pursuant to department policy, upon request by the employee's supervisor or upon the end of employment;
- Compliance with the Minnesota Government Data Practices Act and Health Insurance Portability and Accountability Act; and
- Compliance with the provisions in this and all other County policies when using his/her phone for County purposes.

Notice: Failure to follow relevant laws and internal policies may be grounds for discipline up to and including termination.

9.31.5 POLICY TRANSITION

The county will transition to this policy over a period of time to allow for the expiration of contracts currently in place with cell phone service providers. Existing service contracts with cell phone service providers will be allowed to expire at the date set in the individual contract. Department Heads are to arrange the transition to a taxable stipend.

S-1.1 Related Documents:

HC Policy 9.20 Employee Code of Ethics

HC Policy 9.31 Cellular and Other Mobile Computing Devices

HC Policy 9.29 Data Practices Policy and Compliance Manual

HC Policy 9.40 Report/Complaint of Discrimination/Harassment Investigation and Resolution

Authenticated by:

Laurence Connery
Houston County Board Chair

Date of Adoption: 2004

Date of Revisions: October 5, 2010

MEMORANDUM OF UNDERSTANDING
Between Houston County and Minnesota Association of Professional Employees

The Memorandum of Understanding (“MOU”) is entered into between the County of Houston (“County”) and Minnesota Association of Professional Employees (“Union”).

WHEREAS, the County and Union are parties to a Labor Agreement in effect from January 1, 2021 through December 31, 2023 (“Labor Agreement”); and

WHEREAS, the County and Union re-opened the Labor Agreement to negotiate the issue of wages for years 2022 and 2023 following the completion of a classification and compensation study; and

WHEREAS, during negotiations, the County and Union expressed a mutual desire to terminate the Labor Agreement and replace it with a successor Labor Agreement in effect from January 1, 2022 through December 31, 2024 (“successor Labor Agreement”).

NOW THEREFORE, the parties agree as follows:

1. Article 27, of the Labor Agreement in effect from January 1, 2021 through December 31, 2023. The first paragraph of Article 27 shall be modified as follows:

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective on January 1, 2022, and shall remain in full force and effect through the 31st day of December 2023.

2. With this modification, the Labor Agreement shall expire on December 31, 2021, and shall no longer be in force and effect.
3. Contemporaneously with this MOU, the County and Union shall execute a successor Labor Agreement to be in effect from January 1, 2022 through December 31, 2024.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this ____ day of February, 2022.

FOR MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES

_____ Date: 02/ /2022
Rich Ransom, MAPE Business Agent

Date: 02/ /2022
Brian Pogodzinski, MAPE Steward

Date: 02/ /2022
Karen Kohlmeyer, MAPE Steward

Date: 02/ /2022
Robert Thoen, MAPE Steward

FOR THE COUNTY OF HOUSTON:

Date: 02/ /2022
Greg Myhre, County Board Chair

Date: 02/ /2022
Theresa Arrick-Kruger HC HR Director

Approved as to form and execution:

Date: 02/ /2021
Samuel Jandt, County Attorney

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

AND

THE COUNTY OF HOUSTON
JANUARY 1, 2022 - DECEMBER 31, 2024

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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.

9.10

Sheriff's Deputy Lieutenants are Exempt Employees and are not eligible to receive overtime or other premium pay under this provision after January 1, 2022 except as follows:

- Employees hired prior to January 1, 2022 shall continue to qualify for Article 9, Overtime/Call Back/On Call/Court Time set forth above during their term of employment as a Lt.

- Exempt Employees may receive overtime pay at a rate of one and one-half (1- 1/2) times an employee's base hourly rate of pay for all externally funded assignments. This includes grant funded public safety assignments and assignments for which the Employer is compensated at a rate based on the employees one and one-half (1- 1/2) times an employee's base hourly pay rate.
- Exempt Employees may receive overtime pay upon the Board of Commissioners' declaration of natural disaster or other emergency status and a separate declaration specifically authorizing over-time payments. Additionally, all Employees must have their supervisor's written pre- authorization for all such over-time. Board declared overtime will be paid as straight time, calculated by the Employee's equivalent hourly rate based on a 2080-hour annual base salary rate for all hours worked in excess of eighty (80) hours in a two-week payroll period. The occurrence of Board declared overtime shall be dictated by influences outside the control of the County and the Employee; for example, natural disaster, pandemic, or other emergency condition. This emergency declaration provision shall not be grievable/arbitrable under Article 23, of this Agreement.

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, 2022, the single coverage contribution by the County for the \$3,500 CDHP shall be 95% of the single premium for the plan.

16.3

Effective January 1, 2022, the County contribution rate for family and dependent Coverage for employees choosing the \$7,000 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 \$3,500/\$7,000 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	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	
Christmas Day	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 2022, 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:

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

Jay Maher, LELS Business Agent

Date: 02/ ____ /2022

Tracie Erickson, LELS, Local #415 Steward

Date: 02/ ____ /2022

FOR THE COUNTY OF HOUSTON:

Greg Myhre Houston County Board Chair

Date: 02/ ____ /2022

Theresa Arrick-Kruger HR Director

Date: 02/ ____ /2022

Approved as to Form and Execution:

Samuel Jandt, County Attorney

Date: 02/ ____ /2022

APPENDIX "A" Wage Grids

BANDING	POSITION	EMPLOYEE	INITIAL STEP HOURLY RATE
C44	LIEUTENANT	ERICKSON, TRACIE	Step 9

**2022 Wage Grid
January - December
2.0% Increase**

*Grid represents hourly equivalents for Exempt employees, based on a 2080-hour work year.

BAND	POSITION	STEP 1 2080 HRS	STEP 2 2080 HRS	STEP 3 2080 HRS	STEP 4 2080 HRS	STEP 5 2080 HRS	STEP 6 2080 HRS	STEP 7 2080 HRS	STEP 8 2080 HRS	STEP 9 2080 HRS
C44	County Surveyor	\$32.58	\$33.72	\$34.90	\$36.13	\$37.39	\$38.70	\$40.06	\$41.45	\$42.90

**2023 Wage Grid
January - December
3.0% Increase**

*Grid represents hourly equivalents for Exempt employees, based on a 2080-hour work year.

BAND	POSITION	STEP 1 2080 HRS	STEP 2 2080 HRS	STEP 3 2080 HRS	STEP 4 2080 HRS	STEP 5 2080 HRS	STEP 6 2080 HRS	STEP 7 2080 HRS	STEP 8 2080 HRS	STEP 9 2080 HRS
C44	County Surveyor	\$33.56	\$34.73	\$35.95	\$37.21	\$38.51	\$39.86	\$41.26	\$42.69	\$44.19

**2024 Wage Grid
January - December
3.0% Increase**

*Grid represents hourly equivalents for Exempt employees, based on a 2080-hour work year.

BAND	POSITION	STEP 1 2080 HRS	STEP 2 2080 HRS	STEP 3 2080 HRS	STEP 4 2080 HRS	STEP 5 2080 HRS	STEP 6 2080 HRS	STEP 7 2080 HRS	STEP 8 2080 HRS	STEP 9 2080 HRS
C44	County Surveyor	\$34.57	\$35.77	\$37.03	\$38.33	\$39.67	\$41.06	\$42.50	\$43.97	\$45.52

MEMORANDUM OF UNDERSTANDING
Between Houston County and Law Enforcement Labor Services, Inc.

The Memorandum of Understanding (“MOU”) is entered into between the County of Houston (“County”) and Law Enforcement Labor Services, Inc., Local No. 415 (“Union”).

WHEREAS, the County and Union are parties to a Labor Agreement in effect from January 1, 2021 through December 31, 2023 (“Labor Agreement”); and

WHEREAS, the County and Union re-opened the Labor Agreement to negotiate the issue of wages for years 2022 and 2023 following the completion of a classification and compensation study; and

WHEREAS, during negotiations, the County and Union expressed a mutual desire to terminate the Labor Agreement and replace it with a successor Labor Agreement in effect from January 1, 2022 through December 31, 2024 (“successor Labor Agreement”).

NOW THEREFORE, the parties agree as follows:

1. Article 30, Section 30.1 of the Labor Agreement in effect from January 1, 2021 through December 31, 2023 shall be modified as follows:
 - 30.1 This Agreement shall become effective January 1, 2021, unless specifically provided otherwise, and shall remain in effect through the thirty-first (31st) day of December 2023, and continue in effect from year to year, unless changed or terminated as provided by Section 30.2.
2. With this modification, the Labor Agreement shall expire on December 31, 2021, and shall no longer be in force and effect.
3. Contemporaneously with this MOU, the County and Union shall execute a successor Labor Agreement to be in effect from January 1, 2022 through December 31, 2024.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this ____ day of February, 2022.

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

_____ Date: 02/ /2022
Jay Maher, LELS Business Agent

_____ Date: 02/ /2022
Tracie Erickson, LELS Local No. 415 Steward

FOR THE COUNTY OF HOUSTON:

_____ Date: 02/ /2022
Greg Myhre, County Board Chair

_____ Date: 02/ /2022
Theresa Arrick-Kruger HC HR Director

Approved as to Form and Execution:

_____ Date: 02/ /2021
Samuel Jandt, County Attorney

Theresa Arrick-Kruger

From: Ann Diersen
Sent: Thursday, February 3, 2022 4:34 PM
To: Theresa Arrick-Kruger
Subject: FW: Planning Commission Application

From: James Wieser
Sent: Wednesday, February 2, 2022 12:41 PM
To: Ann Diersen <Ann.Diersen@co.houston.mn.us>
Subject: Planning Commission Application

*** HOUSTON COUNTY SECURITY NOTICE ***
This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact HelpDesk.

Theresa Arrick-Kruger
Human Resources Director
Houston County
Ms Arrick-Kruger,

I am writing to request that I be considered to serve on the Planning Commission for another term. With this letter I grant permission to access my application and information that is currently on file. Should you require any additional information you can contact me via email or phone.

Thank you, Jim Wieser

Hokah

Sent from Yahoo Mail for iPhone

**HOUSTON COUNTY
AGENDA REQUEST FORM
February 8, 2022**

Date Submitted: 2/4/2022
By: Carol Lapham, Finance Director

CONSENT AGENDA REQUEST

APPOINTMENT REQUEST

ACTION REQUEST

Approve purchase of 4 servers at a total cost of \$61,372.00 based on the low quote of SHI from ARPA funds.

Discussion and possible approval of additional ARPA fund distributions.

Reviewed by:	<input type="checkbox"/> HR Director	<input type="checkbox"/> Sheriff	_____
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> Engineer	_____
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	_____
	<input type="checkbox"/> County Attorney	<input type="checkbox"/> (indicate other dept)	_____
	<input type="checkbox"/> Environmental Svcs		
Recommendation:			
Decision:			



Pricing Proposal
 Quotation #: 21526889
 Created On: 1/26/2022
 Valid Until: 2/25/2022

County of Houston

Senior Inside Account Executive

Andrew Milde
 304 South Marshall Street
 Caledonia, MN 55921
 United States
 Phone: (507) 725-5809
 Fax:
 Email: Andrew.Milde@co.houston.mn.us

David Vieira
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 732-652-7647
 Fax: 732-507-1538
 Email: David_Vieira@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 LENOVO DATA CENTER : custom SR650 HCF MC98115296 Lenovo - Part#: 7X06NKRD00	4	\$12,550.00	\$50,200.00
2 Lenovo Essential Service + YourDrive YourData + Premier Support - Extended service agreement - parts and labor - 5 years - on-site - 24x7 - response time: 4 h - for ThinkSystem SR650 7X06 Lenovo - Part#: 5PS7A07086 Note: ESD	4	\$2,793.00	\$11,172.00
		Subtotal	\$61,372.00
		Total	\$61,372.00

Additional Comments

Please Note: Lenovo has a zero returns policy on any custom build machines. Lenovo also does not allow returns on open box/phased out products.

SHI SPIN: #143012572
 SHI-GS SPIN (For Texas customers ONLY): #143028315
 For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman