

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: December 13, 2022

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

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

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Charlene Selbee, Reporter Rachel Stock, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Human Resources Director Theresa Arrick-Kruger, Recorder Mary Betz, Public Health and Human Services Director John Pugleasa, Engineer Brian Pogodzinski, Zoning Administrator Amelia Meiners, Environmental Services Director Martin Herrick, Caledonia Clerk/Administrator Jake Dickson, Caledonia Public Works/Zoning Director Kasey Klug, Attorney Samuel Jandt, IT Director Andrew Milde, Attorney Office Administrative Assistant Julie Von Arx – Abnet, Judge Carmaine Sturino, Law Clerk John Abendroth, and Bob Schuldt

Presiding: Chairperson Myhre

Call to order.

Pledge of Allegiance.

Prior to approving the agenda Commissioner Johnson requested that two items be removed from the agenda, so that the personnel committee could review them first: consider upgrading one existing Eligibility Worker and one existing Child Support Officer to Income Maintenance Unit Lead and Child Support Unit Lead respectively, and consider increasing the FTE of one Child Support Officer from .95 to 1.0. A motion was made by Commissioner Burns, seconded by Commissioner Johnson, motion unanimously carried to approve the agenda with the change.

Motion was made by Commissioner Severson, seconded by Commissioner Myhre, motion unanimously carried to approve the meeting minutes from November 22, 2022.

Public Comment:

None.

APPOINTMENTS

At 9:33 a.m. a public hearing was held regarding the Storm Water Pollution Prevention Program MS4. County Engineer Pogodzinski said the public meeting was a requirement. No members of the public commented on the program.

At 10:04 a.m. a motion was made by Commissioner Burns, seconded by Commissioner Myhre, motion unanimously carried to go into closed session pursuant to Minn. Stat. 13D.05, Subd. 3 for end of probation review.

At 12:43 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Burns, motion carried unanimously to come out of closed session.

Commissioner Burns said no action had been taken during the closed session. The Commissioners had interviewed various County workers throughout the session. Human Resources Director Kruger had also attended the closed session. The Commissioners requested that a Special Meeting be held on Monday, December 19th with a closed session pursuant to Minn. Stat. 13D.05, Subd. 3 for end of probation review. Commissioner Burns said the Commissioners wanted the full board to be present before a decision was made.

Motion by Commissioner Burns, seconded by Commissioner Johnson, motion unanimously carried to approve the consent agenda. See consent agenda below.

CONSENT AGENDA

- 1) Approve the 2023 Tobacco Licenses for the following: River Valley Convenience Store, Inc. Cennex, Houston, MN, Houston Food Mart/BP, Houston, MN, and DG Retail, LLC dba Dollar General #20006.
- 2) Change the employment status of Social Worker, Brittany Anderson, from probationary to regular, effective 12/22/2022.
- 3) Hire Calvin Nagle as a 1.0 FTE probationary Deputy Sheriff, C42, Step 1, effective 1/3/2023.
- 4) Hire Dorothy Schutz as a Veterans Services driver, temporary/casual 67 day employee, at a pay rate of \$14.97/hour.

ACTION ITEMS

File No. 1 – Commissioner Severson moved, Commissioner Johnson seconded, motion unanimously carried to deny a request from the County Highway Department to purchase a 32' scissor lift. Commissioner Burns said the item was not currently in the budget.

File No. 2 – Commissioner Burns moved, Commissioner Severson seconded, motion carried unanimously carried to approve a proposal from Bolten and Menk to design and inspect the airport hanger taxilane construction project.

File No. 3 – Commissioner Burns moved, Commissioner Myhre seconded, motion carried unanimously to approve Resolution No. 22-56 Resolution by the Board of Commissioners of Houston County Supporting the City of Caledonia’s Pursuit of Active Transportation Infrastructure Funding for Pedestrian Safety Improvements. See resolution below.

RESOLUTION NO. 22-56

**RESOLUTION BY THE BOARD OF COMMISSIONERS OF HOUSTON COUNTY,
MINNESOTA SUPPORTING THE CITY OF CALEDONIA’S PURSUIT OF ACTIVE
TRANSPORTATION INFRASTRUCTURE FUNDING FOR PEDESTRIAN SAFETY
IMPROVEMENTS**

WHEARAS, the Minnesota Active Transportation Infrastructure Program provides grant funding for the construction of pedestrian and bicycle infrastructure projects that will improve transportation options and reduce vehicle miles traveled; and

WHEREAS, the program was established by the Minnesota Legislature in 2018 and is defined in Minnesota Statute 174.38; and

WHEREAS, in this funding cycle the Minnesota Department of Transportation will award \$3.5 million in state funding to selected projects that will effectively address safety concerns, equity, and engage the community in project development; and

WHEREAS, the proposed project will enter construction during the 2024 calendar year and will have a useful life of over 10 years; and

WHEREAS, we understand that this project will install multiple Rectangular Rapid Flashing Beacons (RRFB) at pedestrian crossing locations with high volumes of traffic and exposure within the City of Caledonia; and

WHEAREAS, we understand that the construction of this project will enhance the safety of the pedestrian crossings at intersections by increasing pedestrian visibility and increasing driver awareness of pedestrian crossing locations.

THEREFORE, BE IT RESOLVED, the Active Transportation Program requires a sponsoring agency for small cities. Houston County is prepared to act as the sponsoring agency on behalf of Caledonia and will execute the grant agreement and ensure the proposed project is meeting milestones and dates.; and

THEREFORE, BE IT FURTHER RESOLVED, the Houston County Board of Commissioners approves the City of Caledonia’s pursuit of Active Transportation funds for the Pedestrian Safety Improvements; and

THEREFORE, BE IT FURTHER RESOLVED, Houston County recognizes that Active Transportation grants are paid on a reimbursable basis and agrees act as the fiscal agent on behalf of the City of Caledonia to finance the total project cost before submitting a request for reimbursement;

THEREFORE, BE IT FURTHER RESOLVED, Houston County is committed to working with the City of Caledonia in the development and construction of the proposed project in a timeframe that supports grant agreement requirements.

File No. 4 – Commissioner Burns moved, Commissioner Severson seconded, motion carried unanimously to approve participation and funding agreement with SELCO.

File No. 5 – Commissioner Johnson moved, Commissioner Severson seconded, motion carried unanimously to approve setting the 2023 County Attorney’s annual salary at \$124,425.60.

File No. 6 – Commissioner Johnson moved, Commissioner Severson seconded, motion carried unanimously to approve setting the 2023 Auditor/Treasurer’s annual salary at \$93,683.20.

File No. 7 – Commissioner Johnson moved, Commissioner Severson seconded, motion passed 3 to 1 to cancel the Sentence to Serve (STS) contract. Commissioner Myhre voted no. (Commissioner Walter was absent from the meeting.) Commissioner Burns said the decision was a “tough one”. Commissioner Johnson said STS was a good program, but it wasn’t getting utilized enough. He said the decision was strictly a budget decision. It was the general consensus of the Commissioners that they were thankful for the STS projects that had been completed over the years.

File No. 8 – Commissioner Johnson moved, Commissioner Burns seconded, motion carried unanimously to amend the current contract with MCAPS. Commissioner Johnson moved, Commissioner Burns seconded, motion carried unanimously to approve the purchase of a new case management software to replace MCAPS. The new case management software would be Prosecutor by Karpel.

File No. 9 – Item was removed from agenda.

File No. 10 – Item was removed from agenda.

File No. 11 – Commissioner Johnson moved, Commissioner Severson seconded, motion carried unanimously to approve the 2023 Board Meeting Schedule. The new 2023 Board Meeting Schedule would be posted on the County website.

DISCUSSION ITEMS

None.

Closing Public Comment:

None.

Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to adjourn the meeting at 12:50 a.m. The next meeting would be a special meeting on December 19, 2022 at 3:00 p.m. There would be a regular meeting on December 20, 2022.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
December 20, 2022**

Date Submitted: December 15, 2022

By: Tess Kruger, HRD/Facilities Mgr.

ACTION

Non-Represented Employees

- **Adopt the Non-Represented wage and salary pay scale 3% for 2023**
- **Adjust D range non-represented employee pay rates for 2023 to that of the represented pay rate adjustments of the represented D range employees for 2023, whose pay status was grandfathered subsequent to the compensation study. (This corrects a pay difference between these same rated and grandfather employees.)**
- **Adjust the temporary/seasonal employee wage scales for seasonal workers, Veterans Service Drivers and Sheriff's Office Transport Officers 3% for 2023**

APPOINTMENT REQUEST

- **None**

HR CONSENT AGENDA REQUEST

Environmental Services

- **Hire Mark Schroeder as a Dropsite Supervisor, 67 day casual employee at an hourly rate of \$15.49, conditioned upon successful completion of a background check**
- **Approve searching for a Planning Commission community member 3 year appointment (posting period 12/21/22 -4:30 PM 1/4/23)**
- **Reappoint Ken Visger to the Board of Adjustment for a 3-year term ending 12/31/2025**
- **Reappoint Franklin Hahn to the Board of Adjustment for a 3-year term ending 12/31/2025**
- **Reappoint Wayne Feldmeir to the Planning Commission for a 3-year term ending 12/31/2025**

Reviewed by:

X

HR Director

X

Sheriff

X

Finance Director

Engineer

X

IS Director

X

PHHS

	<u> </u>	<u> </u>	(indicate other dept)	<u>Recorder VSO Recorder</u>
	<u> X </u> County Attorney	<u> X </u>		
	<u> X </u> Environmental Svcs			
<u>Recommendation:</u>				
<u>Decision:</u>				

Houston County Agenda Request Form

Date Submitted: December 13, 2022

Board Date: December 20, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

To Approve the agency agreement between Houston County and the Commissioner of Transportation (Mn Dot) that allows them to accept federal funds on our behalf.

Attachments/Documentation for the Board's Review:

Attached is a copy of the agreement and the resolution needed to authorize the signatures for the agreement.

Justification:

This is part of the process for securing federal funds for an upcoming project. In this case, funds for SP 028-616-006 which is a paving project on CSAH 16 near Spring Grove scheduled for 2023.

Action Requested:

Pass Resolution and sign agreement.

For County Use Only

Reviewed by:

____ County Auditor
____ Finance Director
____ IS Director

____ County Attorney
____ County Engineer
____ Other (indicate dept)

____ Zoning Administrator
____ Environmental Services

Recommendation:

Decision:

RESOLUTION NO 22-57
Agency Agreement for Federal Participation in Construction.
December 2022

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of **Houston County** to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the **Houston County Board Chairman** and the **County Auditor-Treasurer** are hereby authorized and directed for and on behalf of **Houston County** to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. **1052054**", a copy of which said agreement was before the County Board and which is made a part hereof by reference.

STATE OF MINNESOTA
COUNTY OF HOUSTON

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by Houston County at a duly authorized meeting thereof held on the 20th day of December, 2022, as shown by the minutes of said meeting in my possession.

Donna Trehus, Houston County Auditor-Treasurer

Notary Public
My Commission expires _____

(SEAL)



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between Houston County ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement; Prior Agreement

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
- 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1030028.

2. Local Government's Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
 - 7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
 - 7.2. The Local Government's Authorized Representative is:

Name: Brian Pogodzinski or their successor.

Title: Houston County Engineer

Phone: 507-725-3925

Email: brian.pogodzinski@co.houston.mn.us

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
 - 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
 - 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
 - 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
 - 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

- 11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government 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 Local Government or MnDOT.
- 12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

- 13. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. Termination by MnDOT. MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2. Termination for Cause. MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.

14.3. Termination for Insufficient Funding. MnDOT may immediately terminate this Agreement if:

14.3.1. It does not obtain funding from the Minnesota Legislature; or

14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

14.4. Suspension. MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

- 15. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

- 16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

- 17. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. Federal Contract Clauses

- 18.1. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 18.1.10. Local Government will comply with 2 CFR § 200.323.
- 18.1.11. Local Government will comply with 2 CFR § 200.216.
- 18.1.12. Local Government will comply with 2 CFR § 200.322.
- 18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

- 18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.
- 18.5. **Federal Funding Accountability and Transparency Act (FFATA)**
 - 18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.
 - a. Reporting of Total Compensation of the Local Government's Executives.
 - b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

Houston County

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: Houston County Board Chair

Date: _____

By: _____

Title: County Auditor/Treasurer

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Houston County Agenda Request Form

Date Submitted: December 14, 2022

Board Date: December 20, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Project # SAP 028-592-007 with Dunn Blacktop for paving on South Ridge Road is complete and ready for final payment.

Attachments/Documentation for the Board's Review:

Final Contract Voucher (5 need to be signed)

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

Justification:

Action Requested:

Resolution for Final Acceptance needed for contract.

Language for Minutes:

Commissioner _____ moved, Commissioner _____ seconded, unanimously carried to approve Resolution 22-58 Final Acceptance for SAP 028-592-007, Contract #328 with Dunn Blacktop for South Ridge Road. Total cost was \$599,413.87.

WHEREAS, Contract No. 328 has in all things been completed, and the County Board being fully advised in the premises; and

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

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

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

RESOLUTION NO. 22-58

**FINAL ACCEPTANCE FOR SAP 028-592-007
South Ridge Road Paving**

CONTRACT # 328 – DUNN BLACKTOP

December 20, 2022

WHEREAS, Contract No. 328 has in all things been completed, and the County Board being fully advised in the premises,

NOW, THEN BE IT RESOLVED, That we do hereby accept said completed project for and in behalf of the County of Houston and authorize final payment as specified herein.

*****CERTIFICATION*****

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Donna Trehus, County Auditor/Treasurer do certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated December 20, 2022.

WITNESS my hand and the seal of my office this 20th day of December 2022.

Signed by _____

Houston County Auditor - Treasurer

Houston County Highway Department

1124 E Washington St, Caledonia, MN 55921
SAP 028-592-007 South Ridge Road Paving
Final Payment No. 3

Contractor: Dunn Blacktop
24206 Hwy 43
Winona, MN 55987

Contract No. 328 SAP 028-592-007
Vendor Number: South Ridge Road Paving
1315
Up To Date: 10/27/2022
Warrant # _____ **Date** _____

Contract Amount

Original Contract	\$612,566.90
Contract Changes	\$4,600.00
Revised Contract	\$617,166.90

Funds Encumbered

Original	\$612,566.90
Additional	N/A
Total	\$612,566.90

Work Certified To Date

Base Bid Items	\$595,103.87
Contract Changes	\$4,310.00
Material On Hand	\$0.00
Total	\$599,413.87

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$599,413.87	\$0.00	\$593,419.73	\$5,994.14	\$599,413.87
Percent: Retained: 0%			Percent Complete: 97.12%		
Amount Paid This Partial Payment				\$5,994.14	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

Approved By Dunn Blacktop

County Engineer

Date

12/14/2022

Contractor

Date

12/1/22

Certificate of Final Contract Acceptance
Final Voucher Number: number

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

Dated 12/14/2022 Signature [Signature] County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$599,413.87 and agrees to the amount of \$5,994.14 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Dunn Blacktop

By [Signature]
Signature

And _____ And _____ State of MN,
Signature Signature

On This 30th Day Nov, 2022, Before me appeared _____ To me known to

(Individual Acknowledgment)

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

(Corporate Acknowledgment)

Chad Kelley And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the V.P. and _____ of the
Dunn Blacktop Const. Co

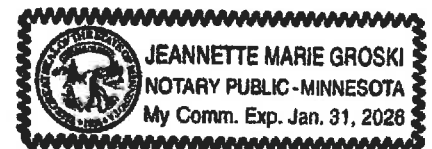
Division of Math Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

Board of Directors and said V.P. and _____

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

Notarial My Commission as Notary Public in Olmsted County

Seal Expires 1/31/26 Signature [Signature]



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

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

Dated _____ Signature _____ District Engineer

**Mound Prairie Township
Certificate of Final Acceptance
Board Acknowledgment**

Contract Number: 398 SAP 028-592-007 South Ridge Road
Contractor: Dunn Blacktop
Date Certified: 10/27/2022
Payment Number: 3

Whereas; Contract No.328 SAP 28-592-007 South Ridge Road has in all things been completed, and the Township Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Mound Prairie Township and authorize final payment as specified herein.

State of Minnesota

I, Colleen Tracy, Mound Prairie Township Clerk, within and for said township do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20____

At Hokah, Minnesota

Signed By _____

(SEAL)

**Houston County Highway Department
Certificate of Final Acceptance
Board Acknowledgment**

Contract Number: 328 SAP 028-592-007 South Ridge Road Paving
Contractor: Dunn Blacktop
Date Certified: 10/27/2022
Payment Number: 3

Whereas; Contract No.328 SAP 028-592-007 South Ridge Road Paving has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Houston County Highway Department a and authorize final payment as specified herein.

State of

I, Donna Trehus, Houston County Auditor-Treasurer, within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20__

At Caledonia, Minnesota

Signed By _____

(SEAL)

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
SAP 028-592-007 South Ridge Road Paving
Final Payment No. 3

Payment Summary

No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	9/15/2022	\$588,558.50	\$29,427.93	\$559,130.57
2	10/17/2022	\$10,855.37	(\$23,433.79)	\$34,289.16
3	10/27/2022	\$0.00	(\$5,994.14)	\$5,994.14

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
SAP 028-592-007		\$599,413.87	\$0.00	\$593,419.73	\$5,994.14	\$599,413.87

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
404 SAP 028-592-007 LRIP	Local Road Improvement Program	\$5,994.14	\$612,566.90	\$612,566.90	\$599,413.87

Contract Item Status

Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2112.519 SUBGRADE PREPARATION (RD STA)	265.000	150.40	0.00	\$0.00	150.40	\$39,856.00
Base Bid	2	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	26.400	1,328.00	0.00	\$0.00	2,089.56	\$55,164.38
Base Bid	3	2360.509 TYPE SP 12.5 WEARING COURSE MIX (3,B) (TON)	95.150	5,435.00	0.00	\$0.00	5,088.81	\$484,200.27
Base Bid	4	2360.609 BITUMINOUS PAVEMENT DENSITY INCENTIVE (TON)	2.670	5,435.00	0.00	\$0.00	3,701.58	\$9,883.22
Base Bid	5	2563.601 TRAFFIC CONTROL (LS)	6,000.000	1.00	0.00	\$0.00	1.00	\$6,000.00
Base Bid Totals:						\$0.00		\$595,103.87

Project Category Totals

Project	Category	Amount This Request	Amount To Date
SAP 028-592-007	SAP 028-592-007	\$0.00	\$595,103.87

Contract Change Item Status

Project	CC	CC#	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 028-592-007	CO	1	8	2540.602 INSTALL MAIL BOX SUPPORT (EACH)	250.000	17.00	0.00	\$0.00	16.00	\$4,000.00
SAP 028-592-007	CO	1	9	2540.602 MAIL BOX (EACH)	40.000	5.00	0.00	\$0.00	4.00	\$160.00
SAP 028-592-007	CO	1	10	2540.602 RELOCATE MAIL BOX SUPPORT (EACH)	150.000	1.00	0.00	\$0.00	1.00	\$150.00

Contract Change Item Status

Project	CC	CC#	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:								\$0.00		\$4,310.00

Contract Total

\$599,413.87

Contract Change Totals

Number	Description	Amount This Request	Amount To Date
1	<p>The Contract included the placement of Bituminous Surfacing and Base Aggregate Shouldering in which the grade of the road has increased and caused the current mailbox supports to be too low. The Engineer has determined that the contract be changed to include the addition of mailbox supports, mailbox, and adjust mailbox supports for the project.</p> <p>The Contractor shall furnish and install the items for the mailbox supports, mailbox, and adjust mailbox supports. The documentation pertaining to the Contract Change will be located in the Project File. Contract Time will not be modified for this change</p>	\$0.00	\$4,310.00

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

Contract Item Status by Funding Breakdown

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 028-592-007 / SAP 028-592-007	1	2112.519 SUBGRADE PREPARATION (RD STA)	265.000	150.40	0.00	\$0.00	150.40	\$39,856.00
SAP 028-592-007 / SAP 028-592-007	2	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	26.400	1,328.00	0.00	\$0.00	2,089.56	\$55,164.38
SAP 028-592-007 / SAP 028-592-007	3	2360.509 TYPE SP 12.5 WEARING COURSE MIX (3,B) (TON)	95.150	5,435.00	0.00	\$0.00	5,088.81	\$484,200.27
SAP 028-592-007 / SAP 028-592-007	4	2360.609 BITUMINOUS PAVEMENT DENSITY INCENTIVE (TON)	2.670	5,435.00	0.00	\$0.00	3,701.58	\$9,883.22
SAP 028-592-007 / SAP 028-592-007	5	2563.601 TRAFFIC CONTROL (LS)	6,000.00 0	1.00	0.00	\$0.00	1.00	\$6,000.00
SAP 028-592-007 / SAP 028-592-007	8	2540.602 INSTALL MAIL BOX SUPPORT (EACH)	250.000	17.00	0.00	\$0.00	16.00	\$4,000.00

Contract Item Status by Funding Breakdown

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 028-592-007 / SAP 028-592-007	9	2540.602 MAIL BOX (EACH)	40.000	5.00	0.00	\$0.00	4.00	\$160.00
SAP 028-592-007 / SAP 028-592-007	10	2540.602 RELOCATE MAIL BOX SUPPORT (EACH)	150.000	1.00	0.00	\$0.00	1.00	\$150.00
Totals:						\$0.00		\$599,413.87

Houston County Agenda Request Form

Date Submitted: December 14, 2022

Board Date: December 20, 2022

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Project # SAP 028-030-008 with Dunn Blacktop for paving on CSAH's 1, 4, and 10 in Houston County is complete and ready for final payment.

Attachments/Documentation for the Board's Review:

Final Contract Voucher (5 need to be signed)

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

Justification:

Action Requested:

Resolution for Final Acceptance needed for contract.

Language for Minutes:

Commissioner _____ moved, Commissioner _____ seconded, unanimously carried to approve Resolution 22-59 Final Acceptance for SAP 028-030-008, Contract #320 with Dunn Blacktop for Paving on CSAH's 1, 4, and 10 in Houston County. Total cost was \$3,392,301.58.

WHEREAS, Contract No. 320 has in all things been completed, and the County Board being fully advised in the premises; and

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

For County Use Only

Reviewed by:

____ County Auditor

____ County Attorney

____ Zoning Administrator

____ Finance Director

____ County Engineer

____ Environmental Services

____ IS Director

____ Other (indicate dept)

Recommendation:

Decision:

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

RESOLUTION NO. 22-59

**FINAL ACCEPTANCE FOR SAP 028-030-008
Paving on CSAH's 1, 4, and 10**

CONTRACT # 320 – DUNN BLACKTOP

December 20, 2022

WHEREAS, Contract No. 320 has in all things been completed, and the County Board
being fully advised in the premises,

NOW, THEN BE IT RESOLVED, That we do hereby accept said completed project for
and in behalf of the County of Houston and authorize final payment as specified herein.

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

**STATE OF MINNESOTA
COUNTY OF HOUSTON**

I, Donna Trehus, County Auditor/Treasurer do certify that the above is a true and correct
copy of a resolution adopted by the Houston County Board of Commissioners at the session
dated December 20, 2022.

WITNESS my hand and the seal of my office this 20th day of December 2022.

Signed by _____

Houston County Auditor - Treasurer

Houston County Highway Department

1124 E Washington St, Caledonia, MN 55921
SAP 028-030-008 (CSAH's 1, 4, and 10)
Final Payment No. 4

Contractor: Dunn Blacktop

24206 Hwy 43
PO Box 208
Winona, MN 55987

Contract No. 320 SAP 028-030-008
(CSAH's 1, 4, and 10)
Vendor Number: 1315
Up To Date: 11/10/2022
Warrant # _____ **Date** _____

Contract Amount

Original Contract	\$3,455,259.25
Contract Changes	\$0.00
Revised Contract	\$3,455,259.25

Funds Encumbered

Original	\$3,455,259.25
Additional	N/A
Total	\$3,455,259.25

Work Certified To Date

Base Bid Items	\$3,392,301.58
Contract Changes	\$
Material On Hand	\$0.00
Total	\$3,392,301.58

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$3,392,301.58	\$0.00	\$3,222,686.50	\$169,615.08	\$3,392,301.58
Percent Retained: 0%			Percent Complete: 98.18%		
Amount Paid This Final Payment				\$169,615.08	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By



County Engineer

Date 12/14/2022

Approved By Dunn Blacktop



Contractor

Date

Certificate of Final Contract Acceptance
Final Voucher Number: 4

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

Dated 12/14/22 Signature [Signature] County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$3,392,301.58 and agrees to the amount of \$169,615.08 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Dunn Blacktop

By [Signature]
Signature

And _____ And _____ State of MN
Signature Signature

On This 14 Day December 2022 Before me appeared _____ To me known to

(Individual Acknowledgment)

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

(Corporate Acknowledgment)

Chad Kolley And _____ to me personally known, who, being each by me duly sworn

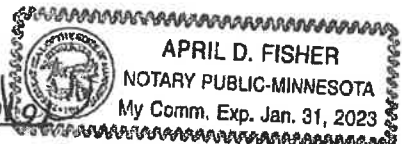
each did say that they are respectively the Vice President and _____ of the
Dunn Blacktop Company. A Division of Matny Construction Co. Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

Board of Directors and said Vice President and _____

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

Notarial My Commission as Notary Public in Olmescent County

Seal Expires Jan 31 2023 Signature [Signature]



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

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

Dated _____ Signature _____ District Engineer

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
SAP 028-030-008 (CSAH's 1, 4, and 10)
Final Payment No. 4

**Houston County Highway Department
Certificate of Final Acceptance
Board Acknowledgment**

Contract Number: 320 SAP 028-030-008 (CSAH's 1, 4, and 10)
Contractor: Dunn Blacktop
Date Certified: 11/10/2022
Payment Number: 4

Whereas; Contract No.320 SAP 028-030-008 (CSAH's 1, 4, and 10) has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Houston County Highway Department a and authorize final payment as specified herein.

State of

I, Donna Trehus, Houston County Auditor-Treasurer, within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20____

At Caledonia, Minnesota

Signed By _____

(SEAL)

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
SAP 028-030-008 (CSAH's 1, 4, and 10)
Final Payment No. 4

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	6/13/2022	\$486,777.88	\$24,338.89	\$462,438.99
2	7/8/2022	\$2,173,348.73	\$108,667.44	\$2,064,681.29
3	8/11/2022	\$732,174.97	\$36,608.75	\$695,566.22
4	11/10/2022	\$0.00	(\$169,615.08)	\$169,615.08

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
SAP 028-601-010		\$1,345,332.45	\$0.00	\$1,278,065.81	\$67,266.64	\$1,345,332.45
SAP 028-604-037		\$689,640.15	\$0.00	\$655,158.15	\$34,482.00	\$689,640.15
SAP 028-610-023		\$1,357,328.98	\$0.00	\$1,289,462.54	\$67,866.44	\$1,357,328.98

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
318	Regular (CSAH)	\$41,781.25	\$840,279.65	\$840,279.65	\$835,626.37
336	State Park	\$25,485.39	\$509,706.08	\$509,706.08	\$509,706.08
355	Regular (CSAH)	\$67,866.44	\$1,407,246.06	\$1,407,246.06	\$1,357,328.98
360	Regular (CSAH)	\$34,482.00	\$698,027.46	\$698,027.46	\$689,640.15

Contract Item Status								
Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2104.503 SAWING BITUMINOUS PAVEMENT (FULL DEPTH) (LIN FT)	\$2.05	56.00	0.00	\$0.00	56	\$118.90
Base Bid	1	2104.503 SAWING CONCRETE PAVEMENT (FULL DEPTH) (LIN FT)	\$36.50	20.00	0.00	\$0.00	19.5	\$711.75
Base Bid	1	2105.507 SUBGRADE EXCAVATION (CU YD)	\$35.00	100.00	0.00	\$0.00	0	\$0.00
Base Bid	1	2112.619 SHOULDER PREPARATION (RDST)	\$42.00	135.00	0.00	\$0.00	135	\$5,670.00
Base Bid	1	2211.509 AGGREGATE BASE CLASS 5 (TON)	\$27.00	200.00	0.00	\$0.00	185.17	\$4,999.59
Base Bid	1	2215.504 FULL DEPTH RECLAMATION (P) (SQ YD)	\$2.13	49,226.00	0.00	\$0.00	49,226	\$104,851.38
Base Bid	1	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	\$25.50	1,772.00	0.00	\$0.00	1,892.12	\$48,249.06
Base Bid	1	2360.509 TYPE SP 12.5 WEARING COURSE MIX (3,C) (TON)	\$79.80	14,000.00	0.00	\$0.00	14,198.28	\$1,133,022.74
Base Bid	1	2360.609 BITUMINOUS PAVEMENT DENSITY INCENTIVE (TON)	\$2.25	13,841.00	0.00	\$0.00	6,675.151	\$15,019.09
Base Bid	1	2399.623 PAVEMENT SMOOTHNESS INCENTIVE (ROAD SEG)	\$270.00	50.00	0.00	\$0.00	36.697	\$9,908.19
Base Bid	1	2540.602 RELOCATE MAIL BOX SUPPORT (EACH)	\$100.00	1.00	0.00	\$0.00	1	\$100.00
Base Bid	1	2540.602/00150 MAIL BOX SUPPORT (EACH)	\$167.50	4.00	0.00	\$0.00	4	\$670.00

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
SAP 028-030-008 (CSAH's 1, 4, and 10)
Final Payment No. 4

Contract Item Status								
Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2563.601 TRAFFIC CONTROL (LUMP SUM)	\$40,000.00	0.39	0.00	\$0.00	0.39	\$15,600.00
Base Bid	1	2582.503 6" SOLID LINE PAINT (LIN FT)	\$0.10	36,880.00	0.00	\$0.00	37,557	\$3,755.70
Base Bid	1	2582.503 4" SOLID LINE PAINT (LIN FT)	\$0.10	2,678.00	0.00	\$0.00	2,703	\$270.30
Base Bid	1	2582.503 4" BROKEN LINE PAINT (LIN FT)	\$0.10	620.00	0.00	\$0.00	630	\$63.00
Base Bid	1	2582.503 4" DOUBLE SOLID LINE PAINT (LIN FT)	\$0.15	15,350.00	0.00	\$0.00	15,485	\$2,322.75
Base Bid	1	2104.503 SAWING BITUMINOUS PAVEMENT (FULL DEPTH (LIN FT)	\$2.05	26.00	0.00	\$0.00	26	\$53.30
Base Bid	1	2105.507 SUBGRADE EXCAVATION (CU YD)	\$35.00	100.00	0.00	\$0.00	0	\$0.00
Base Bid	1	2112.619 SHOULDER PREPARATION (RDST)	\$42.00	113.00	0.00	\$0.00	113	\$4,746.00
Base Bid	1	2211.509 AGGREGATE BASE CLASS 5 (TON)	\$27.00	4,865.00	0.00	\$0.00	5,040.89	\$136,104.03
Base Bid	1	2215.504 FULL DEPTH RECLAMATION (P) (SQ YD)	\$2.13	29,557.00	0.00	\$0.00	29,557	\$62,956.41
Base Bid	1	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	\$25.50	1,050.00	0.00	\$0.00	1,109.04	\$28,280.52
Base Bid	1	2360.509 TYPE SP 12.5 WEARING COURSE MIX (3,C) (TON)	\$79.80	5,422.00	0.00	\$0.00	5,566.93	\$444,241.01
Base Bid	1	2360.609 BITUMINOUS PAVEMENT DENSITY INCENTIVE (TON)	\$2.25	5,270.00	0.00	\$0.00	194.853	\$438.42
Base Bid	1	2399.623 PAVEMENT SMOOTHNESS INCENTIVE (ROAD SEG)	\$270.00	42.00	0.00	\$0.00	0.1504	\$40.61
Base Bid	1	2540.602/00150 MAIL BOX SUPPORT (EACH)	\$167.50	3.00	0.00	\$0.00	3	\$502.50
Base Bid	1	2563.601 TRAFFIC CONTROL (LUMP SUM)	\$40,000.00	0.21	0.00	\$0.00	0.21	\$8,400.00
Base Bid	1	2582.503 6" SOLID LINE PAINT (LIN FT)	\$0.10	22,600.00	0.00	\$0.00	22,629	\$2,262.90
Base Bid	1	2582.503 4" SOLID LINE PAINT (LIN FT)	\$0.10	953.00	0.00	\$0.00	982	\$98.20
Base Bid	1	2582.503 4" BROKEN LINE PAINT (LIN FT)	\$0.10	280.00	0.00	\$0.00	275	\$27.50
Base Bid	1	2582.503 4" DOUBLE SOLID LINE PAINT (LIN FT)	\$0.15	9,879.00	0.00	\$0.00	9,925	\$1,488.75
Base Bid	1	2104.503 SAWING BITUMINOUS PAVEMENT (FULL DEPTH (LIN FT)	\$2.05	254.00	0.00	\$0.00	227	\$465.35
Base Bid	1	2105.507 SUBGRADE EXCAVATION (CU YD)	\$35.00	100.00	0.00	\$0.00	0	\$0.00
Base Bid	1	2112.619 SHOULDER PREPARATION (RDST)	\$42.00	212.00	0.00	\$0.00	212	\$8,904.00
Base Bid	1	2211.509 AGGREGATE BASE CLASS 5 (TON)	\$27.00	200.00	0.00	\$0.00	18.31	\$494.37

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
SAP 028-030-008 (CSAH's 1, 4, and 10)
Final Payment No. 4

Contract Item Status

Base/Alt	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2215.504 FULL DEPTH RECLAMATION (P) (SQ YD)	\$2.13	62,252.00	0.00	\$0.00	62,252	\$132,596.76
Base Bid	1	2215.507/00010 HAUL FULL DEPTH RECLAMATION (LV) (C Y)	\$27.00	103.00	0.00	\$0.00	0	\$0.00
Base Bid	1	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	\$25.50	2,680.00	0.00	\$0.00	2,367.17	\$60,362.84
Base Bid	1	2232.602 MILLED RUMBLE STRIPS (EACH)	\$1,750.00	5.00	0.00	\$0.00	5	\$8,750.00
Base Bid	1	2360.509 TYPE SP 12.5 WEARING COURSE MIX (3,C) (TON)	\$79.80	13,779.00	0.00	\$0.00	13,604.92	\$1,085,672.62
Base Bid	1	2360.609 BITUMINOUS PAVEMENT DENSITY INCENTIVE (TON)	\$2.25	13,373.00	0.00	\$0.00	11,228.27	\$25,263.61
Base Bid	1	2399.623 PAVEMENT SMOOTHNESS INCENTIVE (ROAD SEG)	\$270.00	80.00	0.00	\$0.00	35.314	\$9,534.78
Base Bid	1	2540.602 RELOCATE MAIL BOX SUPPORT (EACH)	\$100.00	6.00	0.00	\$0.00	6	\$600.00
Base Bid	1	2540.602/00150 MAIL BOX SUPPORT (EACH)	\$167.50	8.00	0.00	\$0.00	8	\$1,340.00
Base Bid	1	2563.601 TRAFFIC CONTROL (LUMP SUM)	\$40,000.00	0.40	0.00	\$0.00	0.4	\$16,000.00
Base Bid	1	2582.503 6" SOLID LINE PAINT (LIN FT)	\$0.10	42,377.00	0.00	\$0.00	42,693	\$4,269.30
Base Bid	1	2582.503 4" SOLID LINE PAINT (LIN FT)	\$0.10	3,618.00	0.00	\$0.00	3,045	\$304.50
Base Bid	1	2582.503 4" BROKEN LINE PAINT (LIN FT)	\$0.10	790.00	0.00	\$0.00	680	\$68.00
Base Bid	1	2582.503 4" DOUBLE SOLID LINE PAINT (LIN FT)	\$0.15	17,211.00	0.00	\$0.00	18,019	\$2,702.85
Base Bid Totals:						\$0.00		\$3,392,301.58

Project Category Totals

Project	Category	Amount This Request	Amount To Date
SAP 028-601-010		\$0.00	\$1,345,332.45
SAP 028-604-037		\$0.00	\$689,640.15
SAP 028-610-023		\$0.00	\$1,357,328.96

Contract Change Item Status	
1	Contract Change Item Status

Project	CC	CC#	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:								\$		\$

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
SAP 028-030-008 (CSAH's 1, 4, and 10)
Final Payment No. 4

Contract Total	\$3,392,301.58
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Item Status by Funding Breakdown

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 028-030-007 / SAP 028-601-010	1	2582.503 4" DOUBLE SOLID LINE PAINT (LIN FT)	\$0.15	15,350.00	0.00	\$0.00	15,485.00	\$2,322.75
SAP 028-030-007 / SAP 028-601-010	1	2104.503 SAWING BITUMINOUS PAVEMENT (FULL DEPTH (LIN FT)	\$2.05	56.00	0.00	\$0.00	58.00	\$118.90
SAP 028-030-007 / SAP 028-601-010	1	2104.503 SAWING CONCRETE PAVEMENT (FULL DEPTH) (LIN FT)	\$36.50	20.00	0.00	\$0.00	19.50	\$711.75
SAP 028-030-007 / SAP 028-601-010	1	2105.507 SUBGRADE EXCAVATION (CU YD)	\$35.00	100.00	0.00	\$0.00	0.00	\$0.00
SAP 028-030-007 / SAP 028-601-010	1	2112.619 SHOULDER PREPARATION (RDST)	\$42.00	135.00	0.00	\$0.00	135.00	\$5,670.00
SAP 028-030-007 / SAP 028-601-010	1	2211.509 AGGREGATE BASE CLASS 5 (TON)	\$27.00	200.00	0.00	\$0.00	185.17	\$4,999.59
SAP 028-030-007 / SAP 028-601-010	1	2215.504 FULL DEPTH RECLAMATION (P) (SQ YD)	\$2.13	49,226.00	0.00	\$0.00	49,226.00	\$104,851.38
SAP 028-030-007 / SAP 028-601-010	1	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	\$25.50	1,772.00	0.00	\$0.00	1,892.12	\$48,249.06
SAP 028-030-007 / SAP 028-601-010	1	2360.509 TYPE SP 12.5 WEARING COURSE MIX (3,C) (TON)	\$79.80	14,000.00	0.00	\$0.00	14,198.28	\$1,133,022.74
SAP 028-030-007 / SAP 028-601-010	1	2360.609 BITUMINOUS PAVEMENT DENSITY INCENTIVE (TON)	\$2.25	13,841.00	0.00	\$0.00	6,875.15	\$15,018.09
SAP 028-030-007 / SAP 028-601-010	1	2399.623 PAVEMENT SMOOTHNESS INCENTIVE (ROAD SEG)	\$270.00	50.00	0.00	\$0.00	36.70	\$9,908.19
SAP 028-030-007 / SAP 028-601-010	1	2540.602/00150 MAIL BOX SUPPORT (EACH)	\$167.50	4.00	0.00	\$0.00	4.00	\$670.00

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
SAP 028-030-008 (CSAH's 1, 4, and 10)
Final Payment No. 4

Contract Item Status by Funding Breakdown

Funding Cat	Line	Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 028-030-007 / SAP 028-601-010	1	2540.602 RELOCATE MAIL BOX SUPPORT (EACH)	\$100.00	1.00	0.00	\$0.00	1.00	\$100.00
SAP 028-030-007 / SAP 028-601-010	1	2563.601 TRAFFIC CONTROL (LUMP SUM)	\$40,000.00	0.39	0.00	\$0.00	0.39	\$15,600.00
SAP 028-030-007 / SAP 028-601-010	1	2582.503 6" SOLID LINE PAINT (LIN FT)	\$0.10	36,890.00	0.00	\$0.00	37,557.00	\$3,755.70
SAP 028-030-007 / SAP 028-601-010	1	2582.503 4" SOLID LINE PAINT (LIN FT)	\$0.10	2,678.00	0.00	\$0.00	2,703.00	\$270.30
SAP 028-030-007 / SAP 028-601-010	1	2582.503 4" BROKEN LINE PAINT (LIN FT)	\$0.10	620.00	0.00	\$0.00	630.00	\$63.00
SAP 028-030-007 / SAP 028-604-037	1	2105.507 SUBGRADE EXCAVATION (CU YD)	\$35.00	100.00	0.00	\$0.00	0.00	\$0.00
SAP 028-030-007 / SAP 028-604-037	1	2582.503 4" DOUBLE SOLID LINE PAINT (LIN FT)	\$0.15	9,879.00	0.00	\$0.00	9,925.00	\$1,488.75
SAP 028-030-007 / SAP 028-604-037	1	2582.503 4" BROKEN LINE PAINT (LIN FT)	\$0.10	290.00	0.00	\$0.00	275.00	\$27.50
SAP 028-030-007 / SAP 028-604-037	1	2582.503 4" SOLID LINE PAINT (LIN FT)	\$0.10	953.00	0.00	\$0.00	982.00	\$98.20
SAP 028-030-007 / SAP 028-604-037	1	2582.503 6" SOLID LINE PAINT (LIN FT)	\$0.10	22,600.00	0.00	\$0.00	22,629.00	\$2,262.90
SAP 028-030-007 / SAP 028-604-037	1	2563.601 TRAFFIC CONTROL (LUMP SUM)	\$40,000.00	0.21	0.00	\$0.00	0.21	\$8,400.00
SAP 028-030-007 / SAP 028-604-037	1	2540.602/00150 MAIL BOX SUPPORT (EACH)	\$167.50	3.00	0.00	\$0.00	3.00	\$502.50
SAP 028-030-007 / SAP 028-604-037	1	2399.623 PAVEMENT SMOOTHNESS INCENTIVE (ROAD SEG)	\$270.00	42.00	0.00	\$0.00	0.15	\$40.61
SAP 028-030-007 / SAP 028-604-037	1	2360.609 BITUMINOUS PAVEMENT DENSITY INCENTIVE (TON)	\$2.25	5,270.00	0.00	\$0.00	194.85	\$438.42
SAP 028-030-007 / SAP 028-604-037	1	2360.509 TYPE SP 12.5 WEARING COURSE MIX (3,C) (TON)	\$79.80	5,422.00	0.00	\$0.00	5,566.93	\$444,241.01
SAP 028-030-007 / SAP 028-604-037	1	2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	\$25.50	1,050.00	0.00	\$0.00	1,109.04	\$28,280.52
SAP 028-030-007 / SAP 028-604-037	1	2215.504 FULL DEPTH RECLAMATION (P) (SQ YD)	\$2.13	29,557.00	0.00	\$0.00	29,557.00	\$62,956.41
SAP 028-030-007 / SAP 028-604-037	1	2211.509 AGGREGATE BASE CLASS 5 (TON)	\$27.00	4,865.00	0.00	\$0.00	5,040.89	\$136,104.03
SAP 028-030-007 / SAP 028-604-037	1	2112.619 SHOULDER PREPARATION (RDST)	\$42.00	113.00	0.00	\$0.00	113.00	\$4,746.00
SAP 028-030-007 / SAP 028-604-037	1	2104.503 SAWING BITUMINOUS PAVEMENT (FULL DEPTH (LIN FT)	\$2.05	26.00	0.00	\$0.00	26.00	\$53.30
SAP 028-030-007 / SAP 028-610-023	1	2582.503 4" BROKEN LINE PAINT (LIN FT)	\$0.10	790.00	0.00	\$0.00	680.00	\$68.00

Houston County Highway Department
1124 E Washington St, Caledonia, MN 55921
SAP 028-030-008 (CSAH's 1, 4, and 10)
Final Payment No. 4

Contract Item Status by Funding Breakdown								
Funding Cat	Line Item	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date	
SAP 028-030-007 / SAP 028-610-023	1 2104.503 SAWING BITUMINOUS PAVEMENT (FULL DEPTH (LIN FT)	\$2.05	254.00	0.00	\$0.00	227.00	\$465.35	
SAP 028-030-007 / SAP 028-610-023	1 2105.507 SUBGRADE EXCAVATION (CU YD)	\$35.00	100.00	0.00	\$0.00	0.00	\$0.00	
SAP 028-030-007 / SAP 028-610-023	1 2112.619 SHOULDER PREPARATION (RDST)	\$42.00	212.00	0.00	\$0.00	212.00	\$8,904.00	
SAP 028-030-007 / SAP 028-610-023	1 2211.509 AGGREGATE BASE CLASS 5 (TON)	\$27.00	200.00	0.00	\$0.00	18.31	\$494.37	
SAP 028-030-007 / SAP 028-610-023	1 2215.504 FULL DEPTH RECLAMATION (P) (SQ YD)	\$2.13	62,252.00	0.00	\$0.00	62,252.00	\$132,596.76	
SAP 028-030-007 / SAP 028-610-023	1 2215.507/00010 HAUL FULL DEPTH RECLAMATION (LV) (C Y)	\$27.00	103.00	0.00	\$0.00	0.00	\$0.00	
SAP 028-030-007 / SAP 028-610-023	1 2221.509 SHOULDER BASE AGGREGATE CLASS 2 (TON)	\$25.50	2,680.00	0.00	\$0.00	2,367.17	\$60,362.84	
SAP 028-030-007 / SAP 028-610-023	1 2232.602 MILLED RUMBLE STRIPS (EACH)	\$1,750.00	5.00	0.00	\$0.00	5.00	\$8,750.00	
SAP 028-030-007 / SAP 028-610-023	1 2360.509 TYPE SP 12.5 WEARING COURSE MIX (3,C) (TON)	\$79.80	13,779.00	0.00	\$0.00	13,604.92	\$1,085,672.62	
SAP 028-030-007 / SAP 028-610-023	1 2360.609 BITUMINOUS PAVEMENT DENSITY INCENTIVE (TON)	\$2.25	13,373.00	0.00	\$0.00	11,228.27	\$25,263.61	
SAP 028-030-007 / SAP 028-610-023	1 2399.623 PAVEMENT SMOOTHNESS INCENTIVE (ROAD SEG)	\$270.00	80.00	0.00	\$0.00	35.31	\$9,534.78	
SAP 028-030-007 / SAP 028-610-023	1 2540.602/00150 MAIL BOX SUPPORT (EACH)	\$167.50	8.00	0.00	\$0.00	8.00	\$1,340.00	
SAP 028-030-007 / SAP 028-610-023	1 2540.602 RELOCATE MAIL BOX SUPPORT (EACH)	\$100.00	6.00	0.00	\$0.00	6.00	\$600.00	
SAP 028-030-007 / SAP 028-610-023	1 2563.601 TRAFFIC CONTROL (LUMP SUM)	\$40,000.00	0.40	0.00	\$0.00	0.40	\$16,000.00	
SAP 028-030-007 / SAP 028-610-023	1 2582.503 6" SOLID LINE PAINT (LIN FT)	\$0.10	42,377.00	0.00	\$0.00	42,693.00	\$4,269.30	
SAP 028-030-007 / SAP 028-610-023	1 2582.503 4" SOLID LINE PAINT (LIN FT)	\$0.10	3,618.00	0.00	\$0.00	3,045.00	\$304.50	
SAP 028-030-007 / SAP 028-610-023	1 2582.503 4" DOUBLE SOLID LINE PAINT (LIN FT)	\$0.15	17,211.00	0.00	\$0.00	18,019.00	\$2,702.85	
Totals:					\$0.00		\$3,392,301.58	

Houston County Agenda Request Form

Date Submitted: 12/15/2022

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 2023 MFIP/DWP contract with WDI (Workforce Development Inc.) for required employment and training services.

Attachments/Documentation for the Board's Review:

Soft copy of contract for review and hard copy for signature

Justification:

Action Requested:

Review and approve agreement as presented.

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

PURCHASE OF SERVICE AGREEMENT

Houston County through its Public Health and Human Services Department, "County", and **Workforce Development, Inc.**, 2070 College View Road East, Rochester, MN 55904, "Provider", enter into this Agreement for the term of January 1, 2023 to December 31, 2023 and shall remain in effect until a new Agreement is signed by both parties or terminated under provisions of the Termination section of this Agreement.

WITNESSETH

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

WHEREAS, this Agreement shall serve as a lead county contract in accordance with Minnesota Statutes section 256.0112, subdivision 6; and

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

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

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, County and Provider agree to the following service provisions:

1. Purchase of Service:
 - a. Pursuant to Minnesota Statutes Chapter 256M (Vulnerable Children and Adults Act) and Minnesota Statute Chapter 256J (Minnesota Family Investment Program) and as further detailed in Exhibit A to this Agreement. Houston County and Provider agree to the following services:

SERVICE DESCRIPTION

**Minnesota Family Investment Program/Diversions Work Program
(MFIP/DWP) Employment Services
Innovation funds for Transportation of MFIP/DWP**

- b. Purchased Services will be provided at Workforce Development, Inc., 2070 College View Road East, Rochester, MN 55904 or at other locations authorized by County.
2. Cost and Delivery of Purchased Services:
 - a. Purchased Services shall not exceed service totals listed in Exhibit A.
 - b. Provider certifies:
 - 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.

- 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
 - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.
 - c. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.
3. Eligibility for Services:
- a. Service eligibility for MFIP/DWP will be determined according to eligibility guidelines established by program policy and per applicable DHS Bulletins.
 - b. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.
 - c. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
 - d. Provider must establish written procedures for discharging a participant or terminating services to a participant.

4. Delivery of Services:

Except as noted the Provider retains control over:

- a. Intake procedures and program requirements.
- b. The methods, times, means and personnel for providing Purchased Services to eligible participants.
- c. Nothing in the agreement requires Provider to serve eligible participants, but all participants must be given the right to apply. If services are denied, the participant must be informed of the reason for denial and the process for appealing the denial.

5. Payment for Purchased Services

a. Certification of Expenditures:

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

b. Payment for Purchased Services:

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

6. Standards and Licenses:

Provider agrees to:

- a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.
- b. Supply copies of required licenses, certifications or registrations to County upon request.
- c. Inform County, in writing, of the following related to it or its employees immediately upon:
 - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status;
 - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing;
 - 3) Any federal exclusion of an individual or entity providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.
- d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.
- f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.
- g. The Provider agrees to comply with the Code of Federal Regulations, 45 CFR 74, 45 CFR 92, 7 CFR 277, 7 CFR 273.7 and OMB Circulars Numbers A-87, A-102, A-122, and A-128.
- h. Maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR

Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by County.

- i. Ensure that all services delivered by staff, including any subcontractors performing services under this Agreement, are within their scope of licensure and practice and receive appropriate training and supervision. Provider shall exercise due diligence to maintain appropriate levels of staffing at all times when performing services under this Agreement.
- j. Comply with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq, 45 CFR § 80 and the Houston County Limited English Proficiency Plan. If a Houston County participant needs language assistance, the Provider may contact the County case worker (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.
- k. Acknowledge that this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All court proceedings related to this Agreement shall be venued in the Houston County District Court, in the State of Minnesota court system.

7. Audit and Record Disclosures:

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

- ☒ ☐ Revenue and Expense Statement and Balance Sheet on an annual basis
 - ☒ Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Agreement term.
 - ☐ Provider shall comply with the audit standards as set forth in the Single Audit Act 45 CFR Part 75.
 - ☐ (Other) _____
- e. Provider shall request participant consent for the release of information to be used for billing and individual record audit purposes. Provider shall document the request in the participant's record and be responsible for keeping each consent up to date during the term of the Agreement. If Provider is unable to obtain consent for the release of private data, Provider shall report participant's activities to County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- f. Provider shall notify County within five (5) days of any changes in location, ownership, or key staff integral to the performance of this Agreement.
- g. County's procedures for monitoring and evaluating Provider's performance under this Agreement may include, but are not limited to, on-site visits, review of participant files, review of Provider's financial, statistical, and program records, review of reports and data supplied by Provider at County's request.
- h. If County discovers any practice, procedure, or policy of Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of County within thirty (30) days, unless County notifies Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.
- i. County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Audit and Record Disclosures section.

8. Notices

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

- a. County: John Pogleasa

Houston County Public Health and Human Services Director
304 South Marshall Street
Caledonia, MN 55921
John.pugleasa@co.houston.mn.us

- b. Provider: Jinny Rietmann
Workforce Development, Inc.
2070 College View Road East
Rochester, MN 55904
jrietmann@wdimn.org

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

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, Provider shall immediately give notice in accordance with the Notices section. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.
- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, Chapter 260E.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

10. Safeguard of Participant Information

- a. County and Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Provider under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Provider or County.
- b. Provider agrees to defend, indemnify, and save and hold County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.

- c. The individual employed by Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (4) shall be Wanda Jensen.
- d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of County**, including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re- pricing; or otherwise as provided by 45 CFR § 160.103, Provider/Contractor is a business associate of County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

11. **Equal Employment Opportunity and Civil Rights and Nondiscrimination:**

- a. **Federal Nondiscrimination Requirements.** In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant to this Agreement, Provider and County mutually agree to comply with the Civil Rights Act of 1964 and 1991 as amended, Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance. Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran's status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.
- b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.
- c. **Minnesota Nondiscrimination Requirements.** Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to

discrimination by Provider or its employees.

To the extent applicable, Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

12. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

13. Contract Disputes:

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

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

14. Fair Hearing and Grievance Procedures:

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

15. Indemnification:

- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County and DHS against any and all liability, loss, damages, costs and expenses which County and/or DHS may hereafter sustain, incur, or be required to pay:
 - 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or

receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Provider or any officer, agent, or employee thereof; or

- 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
- 3) By reason of any negligent act or omission or intentional act of Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

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

16. Insurance and Bonding:

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

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

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

17. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, section 16C.03, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, Provider certifies that they are in compliance with these regulations.
- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
 - 2) Have not within a three (3) year period preceding this Agreement:
 - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b) Violated any federal or state antitrust statutes; or
 - c) Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b) Violating any federal or state antitrust statutes; or
 - c) Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 4) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
 - 5) Shall immediately give written notice as per Section 9 of this Agreement should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities

within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

d. Directions for on-line access to excluded providers:

- 1) To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/>
- 2) If you do not have access to the website, and/or need the information in an alternative format, contact: Houston County Public Health and Human Services Director, at (507) 725-5811.

18. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, County may evaluate Provider performance and determine whether such performance merits renewal of this Agreement.
- b. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health requirements.

19. Independent Contractor:

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

20. Subcontracting and Assignment:

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

21. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this Agreement.

22. Default:

- a. Force Majeure: Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, pandemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than County or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by County. Provider shall immediately notify County, according to the Notices section, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/termination of the Agreement.
- c. Default by Provider: Unless cured or excused by the Force Majeure provision or County default, each of the following shall constitute default on the part of the Provider:
 - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
 - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
 - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including County;
 - 5) Failing to perform any other material provision of this Agreement.
- d. Default by County Unless cured or excused by the Force Majeure provision or Provider default, each of the following shall constitute default on the part of County:
 - 1) Making material misrepresentations either in the Agreement, Exhibit or other attachments or in any other material provision or condition relied upon by Provider in the making of this Agreement

2) Failing to perform any other material provision of this Agreement.

- e. Written Notice of Default: No event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail or via e-mail where a "delivery" and/or "read" receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.
- f. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination to the defaulting party.

23. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other party. The applicable period shall be 90 days for mental health facilities.
- b. Termination with Cause: County may suspend and/or terminate this Agreement for good cause immediately upon written notice to Provider. "Good cause" includes, but is not limited to, failure of Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to the Cure Period of this Agreement.
- c. Reduction and/or Termination of Government/Grant Funding: Notwithstanding any other provision of this Agreement, if the funding entity terminates or reduces its funding to County for services that are to be provided under this Agreement, then County may, by amendment, reduce funding, modify service provision or terminate the Agreement as appropriate. County will notify Provider as soon as it receives confirmation of reduction/termination from the funding entity. Furthermore, County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: The notice shall state the effective date of the termination. All Notices of Termination shall be made by certified mail or via e-mail where a "delivery" and/or "read" receipt option is available or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in the Notices section of this Agreement.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;

- 2) Notify all participants of the Notice of Termination who are receiving services pursuant to this Agreement;
 - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
 - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
 - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, County:
- 1) Shall make final payment within thirty-five (35) days of receipt of final invoice for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer participants to Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
- 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval from County, continue services to participants until completion of services or transfer of services to another provider arranged by County.
 - 2) County shall arrange for such transfer of services no later than thirty (30) days after Agreement termination.
 - 3) County and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
 - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, participant file maintenance, other requirements outlined in this Agreement, and transfer of the participant's files to County or the participant's new provider of services.

24. Contract Rights, Remedies, and Waiver:

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

25. Damages:

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

26. Merger:

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

WORKFORCE DEVELOPMENT, INC.

BY:  _____

DATED: 12/7/22 _____


Jinny Rietmann
Executive Director

HOUSTON COUNTY

BY: _____

DATED: _____

Chairperson
Houston County Board of Commissioners

BY:  _____

DATED: 11/30/2022 _____

Director
Houston County Public Health and Human Services

APPROVED AS TO FORM AND EXECUTION:

BY:  _____

DATED: 12-13-22 _____

Houston County Attorney

**Exhibit A
2023**

AGENCY NAME: Workforce Development, Inc.

CONTRACT TYPE: POS – MFIP/DWP

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

SERVICE DESCRIPTION	CODE	UNITS	RATE	TYPE	TOTAL
MFIP/DWP Employment Services	23700	1	1	1	\$125,000

Budget Details:

MFIP/DWP Core Services	\$108,125
Job Seeker Support and Training	\$ 7,500
Administration	\$ 9,375
Total Budget	\$125,000

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

Houston County Agenda Request Form

Date Submitted: 12/15/2022

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

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

Issue:

Review and approve 2023 contract with Woods Psychological Service to provide reflective supervision for our Child Protection Social Workers.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review. Hard copy for signature.

Justification:

Action Requested:

Review and approve contract as presented.

For County Use Only

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

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

Houston County through its Public Health and Human Services Department, hereafter referred to as the "County" and **Woods Psychological Services, LLC**, 4800 Olson Memorial Hwy, Suite 202, Golden Valley, MN 55422, hereafter referred to as the "Provider" enter into this Agreement.

WITNESSETH

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

1. TERM
The term of this Agreement shall be from January 1, 2023 through December 31, 2023.
2. DESCRIPTION OF SERVICES
Provide will provide up to two (2) hours per month of Reflective Supervision to Houston County Public Health and Human Services staff.
3. PAYMENT FOR SERVICES
The Provider shall be paid at a rate of \$150.00 per hour (this rate includes travel time and mileage). To receive payment for services provided, the Provider shall submit an invoice to Bethany Moen outlining services provided within thirty (30) days of completion of services. County will make payment for the approved invoice within thirty-five (35) days of invoice receipt.
4. PROVIDER NOT AN EMPLOYEE
The parties agree that at all times and for all purposes herein, the Provider is an independent provider and not an employee of the County. No statement contained in this Agreement shall be construed so as to find the Provider an employee of the County and the Provider shall be entitled to none of the rights, privileges or benefits of the County employees except as otherwise stated herein. Provider is solely responsible for any and all taxes (state, federal, local, worker's compensation insurance payments, disability payments, social security payments, unemployment insurance, other insurance payments) and any other similar type of payment for Provider or employee thereof.
5. RELATIONSHIP OF THE PARTIES
It is understood that the County does not agree to use the Provider exclusively. Provider is free to contract for professional services to third parties for services not included in this proposal or specifically excluded by agreement of both parties during the term of this Agreement.
6. INDEMNIFICATION
The Provider agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to this contract.

7. INSURANCE AND BONDING

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

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

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

8. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the Provider because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy. 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").

9. CONTRACTOR DEBARMENT AND SUSPENSION

Federal Regulation 45 CFR 92.35 prohibits County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, section 16C.03, subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, Provider certifies that they are in compliance with these regulations.

10. DEFAULT AND TERMINATION

If the Provider fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused, the County may, upon written notice, immediately cancel this Agreement in its entirety.

It is understood and agreed that in the event the funding to the County from State, Federal, or other funding sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.

This Agreement may be terminated with or without cause by either party upon ten (10) days written notice.

11. AMENDMENTS

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

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

WOODS PSYCHOLOGICAL SERVICES, LLC

BY: 

Judith Woods

DATED: 12/5/22

HOUSTON COUNTY

BY: _____

DATED: _____

Chairperson

Houston County Board of Commissioners

BY: 

Director

Houston County Human Services

DATED: 12/2/2022

APPROVED AS TO FORM AND EXECUTION:

BY: 

Houston County Attorney

DATED: 12-12-22

Houston County Agenda Request Form

Date Submitted: 12/15/2022

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:

Multi County SNAP Employment & Training agreement. Wabasha County hosts a four county program with Workforce Development Inc (WDI) to provide employment and training services for eligible SNAP program participants.

Attachments/Documentation for the Board's Review:

Soft Copy for review, DocuSign signature

Justification:

Action Requested:

Review and approve contract as presented.

For County Use Only

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

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.

AGREEMENT FOR PROVISION OF
SUPPLEMENTAL NUTRITIONAL ASSISTANCE PROGRAM (SNAP)

The Wabasha County Board of Commissioners through its designated agency, the Wabasha County Department of Human Services, 625 Jefferson Avenue, Wabasha, MN 55981-1589 (651) 565-3351, acting as Fiscal Agent for the counties of Goodhue, Houston, Mower and Wabasha or any successor organization developed with at least one of the participating counties hereinafter referred to as the "Counties" and the Workforce Development, Inc., 2070 College View Road E., Rochester, MN 55901 (507) 292-5166, hereinafter referred to as the "Contractor" enter into this agreement for the period of October 1, 2022 through September 30, 2023.

WITNESSETH

WHEREAS, M.S. 256D.051 requires counties to provide a SNAP Program to eligible persons and allows counties to subcontract for duties under subd.2 of M.S. 256D.051, and

WHEREAS, the Job Training Program, under WIA, administered by the Workforce Development, Inc. is knowledgeable regarding M.S. 256S.051 and of the methods and techniques involved in providing the services in M.S. 256D.051;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Counties and Contractor agree as follows;

Available Funds \$7,129.80 10-01-2022 through 09-30-2023 designated for direct program expenses; \$629.10 (7.5% WDI admin) and \$1157 designated for support services for the four counties.

I. Services to be Provided

- A. SNAP Orientation
- B. Employability assessment and development plan
- C. Job search classes
- D. Referrals to available employment assistance programs/agencies

II. Delivery

The Contractor agrees to the following:

- A. The SNAP Program services will be made available at the Workforce Development, Inc. office locations in each county.
- B. The services available for regular WIOA participants may be available for SNAP participants, depending on the funding.
- C. WDI is a registered SNAP Employment and Training provider for SE MN with funding for SNAP 100% and SNAP 50/50. Referrals for SNAP

Employment and Training may be eligible for additional program services depending on their needs and available funding. Through the career planning process, WDI staff will determine the best program fit and encourage co-enrollment to provide additional services to benefit the customer.

- D. The program will be a minimum of 20 hours per week and a maximum of 32 hours per week for period of eligibility.
- E. Upon referral of a SNAP registrant, the Contractor will provide an orientation to the SNAP Program and notify the Counties of attendance.
- F. An employment plan with all the required SNAP activities and individual responsibilities will be prepared by the Contractor and submitted to the participant each month. This employment plan will prescribe the necessary activities to be undertaken during the month by the participant in order to continue receiving monthly SNAP benefits. A copy will be sent to the Counties.
- G. The Contractor agrees that to protect itself, as well as the Counties, under the indemnity agreement, it will at all times have and keep in force a professional liability insurance policy with limits of \$1,000,000.00.
- H. To facilitate interagency cooperation, the Counties and Contractor shall be considered adjunct agencies for the purpose of meeting the training requirements of the SNAP Program. Participant referral information and related contracts to provide training services and participation information shall be communicated between program related personnel involved with this program. Program participants will be apprised of the service agreement between the Counties and Contractor.

III. County's Responsibilities

- A. Refer all persons eligible for the SNAP program to the Workforce Development, Inc. by completing a WF1 referral. The program is in a voluntary status. Referrals will be made noting the participants opportunity for employment services at no cost to the participant.
- B. The Counties will reimburse the Contractor for invoiced costs for SNAP enrollments for staff services, including orientation, assessment, preparation of an Employment Plan, individualized counseling, Job Search instruction, and vocational assessment, referrals to other agencies, job referrals and direct marketing contracts with employers. Actual costs for services will be billed each month up to \$7,129.80 direct program, \$629.10 administration, and \$1,137 support funds for this program year.

This includes the time spent sending notices to the participants and the Counties, in addition to tracking the participants' compliance.

- C. Complete any state mandated Information System forms or reports for SNAP registrants at time of registration.
- D. Inform Contractor prior to referring any participant who is unable to communicate in the English language. The Contractor will then arrange for an interpreter.

IV. Contractor Responsibility

- A. The Contractor agrees that during the existence of this agreement that it will indemnify and hold harmless the Counties from any and all liability which may be claimed against the Contractor (1) by reason of any reimbursable cost resulting from an eligible client suffering injury, death, or property loss while participating in services from the Contractor or while being transported to/from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or (2) by reason of any said client causing injury/damage to another person or property during any time when the Contractor has undertaken or is furnishing the service called for under this agreement.
- B. The Contractor agrees to comply with the Civil Rights Act of 1964 (Titles VI and VII); Rehabilitation Act of 1973 (Section 504); and Minnesota Human Rights Act (Chapter 363).

V. Financial Arrangements and Reporting Procedures

- A. The Contractor agrees to furnish the following reports to the Counties:
 - 1. Verification that the participant kept their initial appointment as scheduled.
 - 2. A copy of the employment plan.
 - 3. Monthly communication with the Counties verifying each participant's program participation.
 - 4. Any Management Information Systems forms or subsequent reports for SNAP required by the Counties.

VI. Other Conditions of the Contract

- A. The Contractor shall allow personnel of the Counties, Minnesota Department of Human Services, and the Minnesota Department of Employment and Economic Development, access to the Contractor's records at reasonable hours in order to exercise their responsibility to monitor the services and audit the financial records.
- B. Audit and Records Disclosure:

The Contractor agrees to maintain records at 2070 College View Road E., Rochester, MN 55901 for a period of six years to allow persons from the Minnesota Department of Human Services and the Minnesota Department of Employment and Economic Development, or their designees, access to records at reasonable times for audit purposes.
- C. The use or disclosure, by a party, of information concerning a client in violation of the Data Privacy Act or for any purpose not directly connected with the administration of the County's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client his/her responsible parent or guardian.
- D. This contract may be cancelled by either party, upon 30 days notice, in writing, delivered by mail, or in person.
- E. Alteration to or waivers of provisions of this contract shall be valid only if they are in writing and duly signed by both parties.
- F. In the event there is a revision of state regulations which might affect this agreement, all parties will review the contract and renegotiate those provisions necessary to bring it into compliance with the new regulations.
- G. Subcontractors are subject to all requirements outlined in this agreement.
- H. The Counties agrees to provide for a Fair Hearing and Grievance Procedure in conformance with Minnesota Statutes, Sections 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

VII. Non-Discrimination Statement: The CONTRACTOR will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits

discrimination on the grounds of race, color, or national origin, and applies to any program or activity receiving federal financial aid.

- B. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex, or national origin and applies to all employers, including State and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor, which falls within one of these definitions, would, of course, be covered by Title VII.
- C. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally funded programs.
- D. The Age Discrimination in Employment Act of 1967, as amended which generally prohibits discrimination on the basis of age against persons 40 years of age and over.
- E. The Equal Pay Act of 1963 amended the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.
- F. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.
- G. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial assistance.
- H. The Americans with Disabilities Act of 1990 (P.L.101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.

IX Affirmative Action: The Contractor certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073.

- A. The Contractor agrees to comply with the requirements the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646), which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.

- B. The Contractor agrees that program participants shall not be employed in the construction, operation or maintenance of that part of any facility, which is used for religious instructions or worship.
- C. The Contractor agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.
- D. The Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this agreement. The Contractor provides assurances to the Counties that it will comply with Health Information Portability and Accountability Act (HIPPA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Counties; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.
- E. The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties related to the subject matter hereof, as well as any previous agreements presently in effect between the Counties and the Contractor.

IN WITNESS WHEREOF, The Counties and Contractor have executed this contract as of the day and year first above mentioned:

FOR
WABASHA CO.
BOARD OF COMMISSIONERS

By _____
Board Chair

By _____
Director

Date _____

By _____
County Attorney

Date _____

FOR THE CONTRACTOR
Workforce Development, Inc.

DocuSigned by:
Jenny Redmann

Director

Date 11/29/2022

FOR
MOWER CO. BOARD OF COMMISSIONERS

By _____
Board Chair

By _____
Director

Date _____

By _____
County Attorney

Date _____

FOR THE CONTRACTOR
Workforce Development, Inc.

DocuSigned by:
Jenny Kietmann

Director


Date 11/29/2022

FOR
HOUSTON CO. BOARD OF COMMISSIONERS

By _____
Board Chair

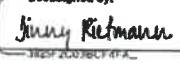
By 
Director

Date _____

By 
County Attorney

Date 12-12-22

FOR THE CONTRACTOR
Workforce Development, Inc.

DocuSigned by:

Director

Date 11/29/2022

FOR
GOODHUE CO. BOARD OF COMMISSIONERS

FOR THE CONTRACTOR
Workforce Development, Inc.

By _____
Board Chair

DocuSigned by:
Jenny Rietmann
3825F2703BCF4FA...
Director

By _____
Director

Date 11/29/2022

Date _____

By _____
County Attorney

Date _____

Houston County Agenda Request Form

Date Submitted: 12/15/2022

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 2023 Hiawatha Valley Mental Health Center HVMHC contract and rates for adult and children's mental health services. Rates for 2023 reflect a 5% increase. Rates were flat over the last three contract years.

Attachments/Documentation for the Board's Review:

Soft copy of agreement for review, hard copy for signature

Justification:

Action Requested:

Review and approve contract as presented.

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

PURCHASE OF SERVICE AGREEMENT

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

WITNESSETH

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

WHEREAS, this Agreement shall serve as a lead county contract in accordance with Minnesota Statutes section 256.0112, subdivision 6; and

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

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

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, County and Provider agree to the following service provisions:

1. **Purchase of Service:**

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

SERVICE DESCRIPTION

**Medical Evaluation and Management (New and Established Participants at all Levels)
Clinical Supervision
Residential Staff Support - Overnight**

- b. Purchased Services will be provided at Hiawatha Valley Mental Health Center, 420 East Samia Street, Winona, MN 55987 or at other locations authorized by County.

2. **Cost and Delivery of Purchased Services:**

- a. Purchased Services shall not exceed service totals listed in Exhibit A.
- b. Provider certifies:
- 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.

- 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
 - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.
 - c. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.
3. **Eligibility for Services:**
 - a. County shall determine preliminary eligibility for participants or delegate to the Provider using established protocols agreed upon by Provider and County.
 - b. Final eligibility will be determined by Houston County.
 - c. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.
 - d. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.
 - e. Provider must establish written procedures for discharging a participant or terminating services to a participant.
4. **Delivery of Services:**

Except as noted the Provider retains control over:

 - a. Intake procedures and program requirements.
 - b. The methods, times, means and personnel for providing Purchased Services to eligible participants.
 - c. Nothing in the agreement requires Provider to serve eligible participants, but all participants must be given the right to apply. If services are denied, the participant must be informed of the reason for denial and the process for appealing the denial.
5. **Payment for Purchased Services**
 - a. **Certification of Expenditures:**

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

b. Payment for Purchased Services:

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

6. Standards and Licenses:

Provider agrees to:

- a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.
- b. Supply copies of required licenses, certifications or registrations to County upon request.
- c. Inform County, in writing, of the following related to it or its employees immediately upon:
 - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status;
 - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing;
 - 3) Any federal exclusion of an individual or entity providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.
- d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.
- f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.
- g. Maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by County.
- h. Ensure that all services delivered by staff, including any subcontractors performing services under this Agreement, are within their scope of licensure and practice and

receive appropriate training and supervision. Provider shall exercise due diligence to maintain appropriate levels of staffing at all times when performing services under this Agreement.

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

7. Audit and Record Disclosures:

- a. Provider agrees to maintain, and upon request, furnish County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services.
- b. Provider shall keep such business and participant records pursuant to the Agreement as would be kept by a reasonable prudent practitioner of Provider's profession. Provider shall maintain such records for at least 10 years from the date services or payment were last provided. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents, records, and participant files at any time during Provider's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County, State and/or Federal Departments of Human Services, applicable managed care plans, and legislative/state auditors.
- c. Where applicable, Provider shall comply with all policies of the Minnesota Department of Human Services (DHS) and applicable health plans regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- d. Provider shall provide County with reports as County may from time to time reasonably require, including, but not limited to the following:
 - ☐ Revenue and Expense Statement and Balance Sheet on an annual basis
 - ☐ Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Agreement term.
 - ☐ Provider shall comply with the audit standards as set forth in the Single Audit

Act 45 CFR Part 75.



(Other) _____

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

8.

Notices

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

- a. County: John Pugleasa
Houston County Human Services Director
304 South Marshall Street
Caledonia, MN 55921
john.pugleasa@co.houston.mn.us

b. Provider: Erik Sievers
Hiawatha Valley Mental Health Center
420 East Samia Street
Winona, MN 55987
eriks@hvmhc.org

9. **Reports of Death, Injury, Damage, or Abuse**

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, Provider shall immediately give notice in accordance with the Notices section. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.
- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, Chapter 260E.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

10. **Safeguard of Participant Information**

- a. County and Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Provider under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Provider or County.
- b. Provider agrees to defend, indemnify, and save and hold County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- c. The individual employed by Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (4) shall be Erik Sievers.
- d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of County, including, but

not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, Provider/Contractor is a business associate of County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

11. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. **Federal Nondiscrimination Requirements.** In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant to this Agreement, Provider and County mutually agree to comply with the Civil Rights Act of 1964 and 1991 as amended, Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance. Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran's status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.
- b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.
- c. **Minnesota Nondiscrimination Requirements.** Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to discrimination by Provider or its employees.

To the extent applicable, Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more

than \$100,000.00 and Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

12. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

13. Contract Disputes:

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by a Houston County Human Services Program Manager and a Region 10 Contract Manager. A written copy of the determination will be provided to Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, Provider furnishes to Houston County a written appeal as per the Notice Section. The decision of 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, Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Provider shall proceed diligently with the performance of the Agreement.

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

14. Fair Hearing and Grievance Procedures:

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

15. Indemnification:

a. Provider does hereby agree that it will defend, indemnify, and hold harmless County and DHS against any and all liability, loss, damages, costs and expenses which County and/or DHS may hereafter sustain, incur, or be required to pay:

- 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Provider or any officer, agent, or employee thereof; or

- 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
- 3) By reason of any negligent act or omission or intentional act of Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

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

16. Insurance and Bonding:

- a. In order to protect itself and County under the indemnity provisions set forth above, Provider shall, at Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
 - ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. County must be named additional insured and shall be sent a certificate of insurance on an annual basis.
 - ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
 - ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
 - ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a participant's funds or belongings with a minimum amount of \$15,000; when Provider and/or Provider employees handle participants' funds or have direct access to participants' belongings.
- b. By signing this Agreement, Provider certifies that they are in compliance with this Section.
- c. Provider is solely responsible to maintain the insurance requirements listed in this Section and provide documentation upon County request. If requested documentation is not provided, County reserves the right to request said documentation directly from Provider's insurance agent(s).
- d. Failure by Provider to maintain insurance coverage as listed in this Section is a default of this Agreement.

17. Contractor Debarment, Suspension, and Responsibility Certification

- a. Federal Regulation 45 CFR 92.35 prohibits County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, section 16C.03, subdivision 2 provides the Commissioner of Administration with the authority to

debar and suspend vendors who seek to contract with the State of Minnesota or County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, Provider certifies that they are in compliance with these regulations.

- b. By signing this Agreement, the Provider certifies that it and its principals and employees:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental County or agency; and
 - 2) Have not within a three (3) year period preceding this Agreement:
 - a) Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction 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.

18. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, County may evaluate Provider performance and determine whether such performance merits renewal of this Agreement.
- b. For providers of adult mental health services, in accordance with Minnesota Statutes, section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services (DHS) must be named as a third-party beneficiary to this Agreement. Provider specifically acknowledges and agrees that DHS has standing to and may take any appropriate administrative action or may sue Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between County and Provider. Provider specifically acknowledges that County and DHS are entitled to and may recover from Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third- party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.
- c. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health requirements.

19. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement and that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, a joint venture, or an association with County and Provider, nor shall Provider, its employees, agents, and representatives be considered employees, agents, and representatives of County.
- b. Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with County and shall not be considered employees of County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County. Provider and its personnel

shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

- c. Provider shall defend, indemnify, and hold County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court.

20. **Subcontracting and Assignment:**

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

21. **Modification of Agreement:**

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this Agreement.

22. **Default:**

- a. **Force Majeure:** Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, pandemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities other than County or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- b. **Inability to Perform:** Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by County. Provider shall immediately notify County, according to the Notices section, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/termination of the Agreement.
- c. **Default by Provider:** Unless cured or excused by the Force Majeure provision or County default, each of the following shall constitute default on the part of the Provider:
 - 1) Falls to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
 - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
 - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any

- public authority, including County;
- 5) Failing to perform any other material provision of this Agreement.

- d. Default by County Unless cured or excused by the Force Majeure provision or Provider default, each of the following shall constitute default on the part of County:
- 1) Making material misrepresentations either in the Agreement, Exhibit or other attachments or in any other material provision or condition relied upon by Provider in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- e. Written Notice of Default: No event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail or via e-mail where a "delivery" and/or "read" receipt option is available, specifying the particular event, series of events or failure constituting the default and cure period.
- f. Cure Period: If the party in default fails to cure the specified circumstances as described by the Notice of Default within the cure period established by the County or such additional time as may be subsequently authorized by County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination to the defaulting party.

23. Termination:

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

where a "delivery" and/or "read" receipt option is available or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in the Notices section of this Agreement.

- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Notify all participants of the Notice of Termination who are receiving services pursuant to this Agreement;
 - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
 - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
 - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, County:
 - 1) Shall make final payment within thirty-five (35) days of receipt of final invoice for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer participants to Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
 - 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval from County, continue services to participants until completion of services or transfer of services to another provider arranged by County.
 - 2) County shall arrange for such transfer of services no later than thirty (30) days after Agreement termination.
 - 3) County and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
 - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, participant file maintenance, other requirements outlined in this Agreement, and transfer of the participant's files to County or the participant's new provider of services.

24. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of County provided in this Agreement shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- b. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of County, and attached to the original Agreement.

25. Damages:

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

26. Merger:

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

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

HIAWATHA VALLEY MENTAL HEALTH CENTER

BY:  DATED: 12/6/2022

Chairperson

BY:  DATED: 12-5-2022

Erik Sievers
Executive Director

HOUSTON COUNTY BOARD OF COMMISSIONERS

BY: _____ DATED: _____

Chairperson

BY:  DATED: 12-2-2022

Director
Houston County Human Services

APPROVED AS TO FORM AND EXECUTION:

BY:  DATED: 12-12-22

Houston County Attorney

HIAWATHA VALLEY MENTAL HEALTH CENTER

Houston County Service Rates - 2023

Service	Brass #	CPT #	Unit	MD	PhD	MS, BS
Assessment						
Medical Evaluation & Management (New Client)	4080	90791	Session	\$ 466	\$ 398	\$ 363
Level 1	4540		Session			
Level 2		99201		\$ 84		
Level 3		99202		\$ 168		
Level 4		99203		\$ 252		
Level 5		99204		\$ 335		
		99205		\$ 419		
Medical Evaluation & Management (Estab. Client)						
Level 1	4540		Session			
Level 2		99211		\$ 35		
Level 3		99212		\$ 68		
Level 4		99213		\$ 103		
Level 5		99214		\$ 273		
		99215		\$ 411		
Emergency Service						
Individual Therapy	4510		Hour			\$ 192
Family Therapy	4520	908xx	Hour	\$ 337	\$ 227	\$ 206
Mental Health Group	4520	90847	Hour	\$ 337	\$ 227	\$ 206
Psychological Testing	4520	90853	Session			\$ 91
	4080	96101	Hour		\$ 439	\$ 374
Substance Abuse						
Assessment						
Individual Therapy	3050	90791	Session			\$ 176
Substance Abuse Group	3360	908xx	Hour			\$ 85
	3520	90853	Hour			\$ 41
ARMHS						
Rehab Basic Skills						
Rehab Group	4345	H2017	15 Min			\$ 48
Travel	4345	H2017	Hour			\$ 192
	4345	H0046	1 Mile			\$ 1
Adult Community Support						
Adult CSP						
Independent Living Skills (ILS)	4345		15 Min			\$ 18
Travel	4345		15 Min			\$ 9
	4345		1 Mile			\$ 1
Peer Specialist Services						
Self-Help / Peer Services Level 1						
Self-Help / Peer Services Level 2	4345 H0038		15 Min			\$ 13
Self-Help / Peer Services Group	4345 H0038		15 Min			\$ 15
	4345 H0038		15 Min			\$ 6
Residential						
Staff Support - Overnight - Bluffview	4345		Month			\$ 320
Staff Support - Overnight - Bluffview	4345		Day			\$ 11
Staff Support - Overnight - Other Residential	4345		Month			\$ 172
Staff Support - Overnight - Other Residential	4345		Day			\$ 5
Child Case Management						
Child Case Management						
Child Case Management - Non MA	4900 T2023		Month			\$ 192
	4920		Month			\$ 192
Adult Case Management						
Adult Case Management						
Adult Case Management - Non MA	4910 T2023		Month			\$ 192
	4930		Month			\$ 192
Other						
Clinical Supervision						
Community Education			Hour			\$ 158
Telemedicine Connectivity	4020		Hour			\$ 192
Psychiatry Support Services			Quarter			\$ 121

AMHI Dollars