

**DECEMBER 7, 2017
MCLEOD COUNTY
BOARD MEETING
WILL BE HELD IN
THE COUNTY
BOARDROOM
830 11TH STREET
GLENCOE, MN**

**McLEOD COUNTY
BOARD OF COMMISSIONERS
PROPOSED MEETING AGENDA
DECEMBER 7, 2017**

1 4:30 CALL TO ORDER

PLEDGE OF ALLEGIANCE

2 4:33 CONSIDERATION OF AGENDA ITEMS*

3 4:34 CONSENT AGENDA*

- A. November 21, 2017 Meeting Minutes and Synopsis.
- B. November 17, 2017 Auditor's Warrants.
- C. November 22, 2017 Auditor's Warrants.
- D. Approve agreement with State of Minnesota for Safe and Secure Courthouse Initiative Grant in an amount not to exceed \$22,535.
- E. Approve annual renewal of Southwest Metro Drug Task Force Joint Powers Agreement.
- F. Approve annual renewal of contract with Hutchinson Health Outpatient Mental Health Services and Mental Health Hold Orders.
- G. Approve annual renewal of contract with Village Ranch Family Services – Children's Therapeutic Services and Supports.
- H. Approve annual renewal of contract with Laural Olson, Independent Contractor – Independent Living Skills.
- I. Approve annual renewal of contract with Jeanne M. Fritz, Independent Contractor – Children's Mental Health Clinical Supervision.
- J. Approve annual renewal of contract with Richard Decker, Independent Contractor – Mental Health Clinical Supervision.
- K. Approve annual renewal of contract with SW MN Adult MH Consortium - ARMHS (Adult Rehabilitative MH Services), ACT (Assertive Community Treatment) Services, and Regional Housing Services.
- L. Approve annual renewal of contract with Woodland Centers – Adult and Youth Crisis Stabilization and Detoxification.
- M. Approve annual renewal of contract with TRIMIN Systems – Annual Support for ACS (Agency Collection) & SWS (Soc. Welfare) systems.
- N. Approve annual renewal of contract with DHS Child Support Interagency Cooperative Agreement – with Soc. Svc., Sheriff, and County Attorney.
- O. Approve annual renewal of contract with West Central Industries – Supportive Employment Services (Full Day; Partial Day; Monthly Service Unit).
- P. Approve annual renewal of contract with County Attorney – Fraud Contract for Income Maintenance.
- Q. Approve annual renewal of contract with Seneca Family of Agencies – relative searches.
- R. Approve annual renewal of contract with Semi-Independent Living Services (SILS) Aveyron Homes, REM and Diversified Lifestyles.
- S. Approve the Sale of Cigarette and other Tobacco Products License for Hutchinson Co-op, in Silver Lake, MN from January 1, 2018 through December 31, 2018.

- T. Approve upgrade in license to Liquor, Wine, Club or 3.2% On Sale and Sunday Sale Licenses for Major Ave Hunt Club in Glencoe, MN from January 1, 2018 through December 31, 2018.
- U. Approve upgrade in license to Liquor, Wine, Club or 3.2% On Sale and Sunday Sale Licenses for Brownton Rod & Gun Club in Brownton, MN from January 1, 2018 through December 31, 2018.

4 PAYMENT OF BILLS - COMMISSIONER WARRANT LIST*

5 4:35 BUILDING SERVICES – Building Maintenance Supervisor Scott Grivna

- A. Consider approval to replace carpeting in the Annex building from MCI Inc. (Waite Park, MN) for \$12,122 with funding from building major repair funds.*

Additional quote received: Bergmann Interiors Inc. (Glencoe, MN) \$15,652.56 and Absolute (Minneapolis, MN) \$15,975.

This item was tabled from the August 8, 2017 Board Meeting.

6 4:40 INFORMATION TECHNOLOGY – Director Vince Traver

- A. Consider acceptance of quote #15245753 from Xigent (Plymouth MN) off the state contract for \$51,248.51 to purchase and replace our aging backup storage infrastructure with funding coming from the IT capital budget.*

Two years of support are built into the price. Current Backup storage infrastructure is five years old needs to be replaced so IT can continue to backup up data and recover it as needed and not continue to pay higher costs for extended warranties.

- B. Consider acceptance of quote #4006150107-v4 from Xigent (Plymouth MN) off the state contract for \$22,445.56 to purchase two physical servers to replace three with funding coming from the IT capital budget.*

This will replace current backup server in Glencoe and replace two servers in the HATS building with one that will combine functionality of the current two servers in Hutchinson.

- C. Consider acceptance of quote #JKVQ093 from CDW-G (Chicago, IL) off the state contract for \$13,848.80 to purchase and replace aging routers with funding coming from the IT capital budget.*

Replacing aging routers, one in Glencoe and one in Hutchinson. The price includes a trade in on some other equipment and annual maintenance.

- D. Consider acceptance of quote #219578904 from Insight Public Sector (Tempe, AZ) off the state contract for \$6,629.40 to purchase CheckPoint Smart Event software with funding coming from the IT capital budget.*

This software works in conjunction with an agreement that was made with the state when McLeod County put in the new CheckPoint firewalls. This software will allow IT to report on things recorded in log files faster and more efficiently.

7 4:50 PARKS – Director Al Koglin

- A. Consider acceptance of proposal of Braun Intertec (Minneapolis, MN) for at least 3 core samples of the gym floor in the Commercial Building at a cost of \$7,535 with funding coming from the Parks 2017 budget.*

This will be done to help determine the cause of the rubber floor rising in certain areas of the gym.

8 4:55 ROAD AND BRIDGE – Engineer John Brunkhorst

- A. Concur with award of SAP 43-598-015 (bridge L5809 replacement on CR 90) to lowest responsible bidder, which was Landwehr Construction (St. Cloud, MN) with a low bid of \$69,890 for alternate A (completion this year).*

Other bids included: Mathiowetz Construction (Sleepy Eye, MN) \$71,010; Midwest Contracting, LLC (Marshall, MN) \$98,040; R & R Excavating (Hutchinson, MN) \$102,529.63; Ram Excavating, Inc. (Winsted, MN) \$115,850 and Land Pride Construction, LLC (Paynesville, MN) \$123,681.

On 11/21/17 the Board authorized award to lowest responsible bidder as determined by the Engineer.

- B. Consider approval to purchase a 2017 John Deere 5085E Utility Tractor from Midwest Machinery (Glencoe, MN) for \$48,877.48 (State Contract).*

This tractor will replace a 2007 similar model that was involved in a traffic crash on 11/6/17.

Insurance will cover \$26,998.33; the remainder will come from Highway reserves.

- C. Consider final acceptance and payment of \$186,381.24 to PCI Roads (St. Michael, MN) for SAP 43-603-032, concrete overlay on CSAH 3.*

This project was completed satisfactorily and final acceptance and payment is recommended.

9 5:00 AUDITOR-TREASURER – Auditor-Treasurer Cindy Schultz Ford

- A. Consider adoption of Resolution 17-CB-38 Authorizing the County to make application to the Minnesota Secretary of State for the Elections Voting Equipment Grant.*

10 5:05 HUMAN RESOURCES – Deputy Administrator Sheila Murphy

- A. Consider approval of Evaluation Committee recommendation to re-rate Sign Technician/Maintenance II and Weed Sprayer/Maintenance II from a Grade 140 to a Grade 150.*

- B. Consider approval of Evaluation Committee recommendation to hire a Jail Technical Specialist I Grade 130 to replace Technical Specialist I.*

This position will be posted internally.

11 COUNTY ADMINISTRATION

- Review of Commissioners Calendar
 - Commissioner reports of committee meetings attended since November 21, 2017.
- A. Approval to set the 2018 non-union salary increases at 3% for all full and part-time employees who are not at the salary range maximum. In addition, Sheriff Posse, Veteran Van Drivers, returning seasonal part-time (67 shifts) will receive a 3% wage increase. Effective date December 12/24/2017.*
- B. Consider approval of Resolution 17-CB-42 Setting the 2018 Commissioner Salary, Per Diem and Mileage reimbursement rate.*

OTHER

Open Forum
Press Relations

RECESS

Next board meeting December 19, 2017 at 9:00 a.m. at the Glencoe City Center.

**McLEOD COUNTY
TRUTH AND TAXATION MEETING
DECEMBER 7, 2017**

6:00 TRUTH AND TAXATION MEETING

CALL TO ORDER – Chairman Joe Nagel

A. Opening comments

AUDITOR-TREASURER – Auditor-Treasurer Cindy Schultz Ford

B. Review of 2018 proposed budget – Property Tax Administrator Connie Kurtzweg and Accountant Colleen Robeck

Public Comment

ADJOURN THE TRUTH AND TAXATION MEETING

**McLEOD COUNTY
BOARD OF COMMISSIONERS
PROPOSED MEETING MINUTES – November 21, 2017**

CALL TO ORDER

The regular meeting of the McLeod County Board of Commissioners was called to order at 9:00 a.m. by Chair Joe Nagel at the Glencoe City Center. Commissioners Pohlmeier, Shimanski, Wright and Krueger were present. Administrative Assistant Donna Rickeman, County Attorney Michael Junge and Interim County Administrator/County Auditor-Treasurer Cindy Schultz Ford were also present.

PLEDGE OF ALLEGIANCE

CONSIDERATION OF AGENDA ITEMS

- A) Remove under Soil and Water Conservation District Item A: only CD #25 removed.

Krueger/Pohlmeier motion carried unanimously to approve the agenda as revised.

CONSENT AGENDA

- A) November 7, 2017 Meeting Minutes and Synopsis.
- B) November 3, 2017 Auditor's Warrants.
- C) November 9, 2017 Auditor's Warrants.
- D) Approve renewal of 5 year subscriptions with Thomson Reuters for Westlaw including online access for \$887 a month and library products for \$412.86 a month.
- E) Set a bid closing date for the 2018 Official McLeod County Newspaper and Second Publication for December 27, 2017 by 4:30 PM with the award scheduled for Tuesday, January 2, 2018.
- F) Approve renewal of Off Sale, Sunday, Liquor, Wine, Club or 3.2% Licenses for Crow River Winery in Hutchinson, MN from January 1, 2018 through December 31, 2018.
- G) Approve renewal of Off Sale, Sunday, Liquor, Wine, Club or 3.2% Licenses for Gopher Campfire in Hutchinson, MN from January 1, 2018 through December 31, 2018.
- H) Approve renewal of Off Sale, Sunday, Liquor, Wine, Club or 3.2% Licenses for Lake Marion Supper Club in Brownton, MN from January 1, 2018 through December 31, 2018.
- I) Approve the Sale of Cigarette and other Tobacco Products License for Casey's General Store #3505 in Stewart, MN from January 1, 2018 through December 31, 2018.

- J) Approve the Sale of Cigarette and other Tobacco Products License for Casey's General Store #3474 in Lester Prairie, MN from January 1, 2018 through December 31, 2018.
- K) Approve the Sale of Cigarette and other Tobacco Products License for Big Don's Cathedral, Inc. in Lester Prairie, MN from January 1, 2018 through December 31, 2018.
- L) Approve the Sale of Cigarette and other Tobacco Products License for Krausers Dodge House, Lester Prairie, MN from January 1, 2018 through December 31, 2018.
- M) Approve printing of the 2016 Financial Statement to McLeod Publishing Inc. for the amount of \$765. Additional bid received: Herald Journal \$1,559.65.
- N) Adopt Resolution 17-CB-39 Operational Enhancement Grant Program in the amount of \$10,000 to be used for unbudgeted outreach.
- O) Approval Memorandum of Understanding between Grand Canyon University College of Nursing and McLeod County Public Health to fulfill the Public Health Nursing clinical experience for graduate student Mandy Sturges. This MOU has previously been approved by the County Board for other graduate students at Grand Canyon University.
- P) Amend with the State of Minnesota to allow the installation of an ice shield at the ARMER site in Biscay. This will help prevent damage to the microwave equipment at the Biscay site. There was damage caused to the Hutchinson equipment last year by falling ice.
- Q) Approve the 2018 Outside Organizations Budget amounts as proposed by the budget committee totaling \$418,734.

Wright/Krueger motion carried unanimously to approve the consent agenda.

PAYMENT OF BILLS – COMMISSIONER WARRANT LIST

Road and Bridge Fund	\$130,131.59
Solid Waste Fund	\$40,122.68

Shimanski/Pohlmeier motion carried unanimously to approve payment of bills totaling \$170,254.27 from the aforementioned funds.

CONTEGRITY – Construction Manager Sam Lauer

Sam Lauer with Contegrity informed the Board of current construction progress including completion of city final inspection. State inspection uncovered elevator pipes located in space not allowed. This has been remedied and state inspectors will be back for final inspection soon. Phase I cell area and front lobby entrance are complete. Phase II demo will begin within two weeks.

PUBLIC HEALTH – Director Jennifer Hauser, CHS Director Allie Elbert and Attorney Consultant Scott Lepak

- A) Scott Lepak requested acceptance of Meeker, McLeod, Sibley Community Health Board Delegation Termination Notice.

Acceptance of notification of intent to terminate the delegation agreements, as approved by the Meeker-McLeod-Sibley Community Health Board joint powers board – this does not have to be approved by the McLeod County Board, but there should be an acknowledgement by the McLeod County Board that notice has been given and the 1-year countdown has started.

1. At the end of one year, anything that will be a delegated function has to be in a new delegation agreement
2. Anything not delegated will be considered integrated; i.e. if we did “nothing” between now and the 1 year point, MMS Community Health Services would be integrated by nature of the State statute.
3. A subcommittee has been formed to further explore and research cost savings and efficiencies of integration or where delegation is needed. Commissioner Nagel and Public Health Director Jennifer Hauser represent McLeod County.

Nagel/Shimanski motion carried unanimously to accept Meeker, McLeod, Sibley Community Health Board Delegation Termination Notice.

- B) Scott Lepak requested adoption of Resolution 17-CB-41 Amending the Second Amended Joint Powers Agreement between Meeker, McLeod and Sibley Counties Creating the Joint Community Health Board.
1. Initial Administrative Integration Funding (seed money of \$60,000 total; \$29,148 for McLeod County at 48.58% of total, which will come from 2017 Public Health Budget. If the 2017 Public Health budget goes over budget we will do a budget revision). This percentage is based on population.
 - a. This money is needed *regardless* of the delegation agreement outcome.
 2. Program Transition Funding

Wright/Krueger motion carried to table adoption of Resolution 17-CB-41 Amending the Second Amended Joint Powers Agreement between Meeker, McLeod and Sibley Counties Creating the Joint Community Health Board to be brought to the upcoming Budget Committee scheduled for 11/29.

Roll Call: Wright – Yes, Pohlmeier – Yes, Nagel – Yes, Shimanski – No, Krueger – Yes.

ROAD AND BRIDGE – Engineer John Brunkhorst

- A) John Brunkhorst requested adoption of Resolution 17-RB08-40 sponsoring the City of Winsted's application for a Local Road Improvement Program grant for the reconstruction of McLeod Avenue between CSAH 1 and Kingsley Avenue in Winsted.

MnDOT requires any Non-State Aid City to have a County sponsor for any LRIP grant applications. There is no County funding obligation for this; the County just serves as the fiscal agent for any LRIP funding should the City be awarded a grant.

Shimanski/Krueger motion carried unanimously to adopt Resolution 17-RB08-40 sponsoring the City of Winsted's application for a Local Road Improvement Program grant for the reconstruction of McLeod Avenue between CSAH 1 and Kingsley Avenue in Winsted.

- B) John Brunkhorst requested authorizing county labor for the installation of Luce Line Trail guide signs in the City of Winsted. The estimated amount of time involved is 6 hours for an estimated cost of \$750.00.

The City of Winsted and Friends of the Luce Line West desire to install some directional signing along County State Aid Highways 1 and 9 to guide Luce Line Trail users around the current gap in the trail.

They are proposing to cover the \$833 cost of signs and posts.

Shimanski/Wright motion carried to authorize county labor for the installation of Luce Line Trail guide signs in the City of Winsted for an estimated cost of \$750.00.

Roll Call: Wright – Yes, Pohlmeier – Yes, Nagel – Yes, Shimanski – Yes, Krueger – No.

MINNESOTA DEPARTMENT OF TRANSPORTATION – District 8 Planning Director Lindsey Bruer

- A) The MnDOT team in District 8 plans, designs, constructs and maintains the state highway systems within district boundaries. They also manage the aid and assistance given to counties and cities that receive state and federal dollars. District 8 also assists with transit, trail, and rail transportation services as well. Eighty percent of District 8's capital resources over the next 10 years will be invested in system preservation to ensure a safe and reliable transportation system. The District recognizes the importance of a good transportation network for users, especially agriculture, manufacturing and food processing.

Lindsey notified the Board of new funding from the legislature for District 8 of an additional \$5M over the next 4 years. With the additional funding some projects have been moved up in the schedule and other projects have been combined. Up scoping projects will also take place which will increase the number of years projects will last.

Projects and other initiatives within McLeod County in the next few years include:

- Hwy 22 Glencoe – Bring pedestrian ramps, curb cuts and truncated domes up to ADA standards – Completed
- Hwy 15/ Main Street – Downtown Hutchinson Reconstruction Project from 2nd Ave. NW to 5th Ave. SW– Utility location and surveying work has begun – project will begin in 2020
- Concrete Rehabilitation and ADA work – 200' S. of Denver Ave. to 5th Ave. SE (Hutchinson) – 2020
- Reduced Conflict Intersection project east of Glencoe at CSAH 1/212 – will be applying for Highway Safety Improvement Program funding for a 2022 project. This project would be similar to what is in Colgne on Highway 212.
- Mill & Overlay of Highway 7 west of Hutchinson – potentially in 2026
- Glencoe area/Chandler & 212 – comprehensive transportation study and safety assessment will be done in next year.
- State Highway 7 – Highway safety assessment will be looked at soon from Hutchinson to Carver County, concentrating on Crow River Winery intersection and County Road 1 intersection.
- Highway 15 passing lane study – Hutchinson north to I94 – draft report is done and final report is soon to be completed.

ASSESSORS OFFICE – Assessor Sue Schulz

- A) Sue Schulz gave an update to the board on market value adjustments for the 2018 assessment year. These are preliminary numbers as the final date for changes is 12/8/2017.

Following are the current estimates for residential taxing districts:

- 2 taxing districts staying the same
- 8 taxing districts are increasing about 3%
- 2 taxing districts are decreasing about 3%
- 2 taxing districts are increasing about 5%
- 6 taxing districts are increasing about 10%
- 3 taxing districts are increasing about 15%

The commercial taxing district in Hutchinson downtown is being reduced with the rest either staying the same or going up slightly. Apartments are staying the same. The agricultural is reducing approximately 15%. The agricultural is the biggest concern due to the time adjustment that the State of MN wants to put on it. If this occurs than we could see a larger reduction. McLeod County is waiting on Meeker County, who we are paired with, to get all their information in. Depending on the outcome of that, there is an appeal process as well that will be taken.

PLANNING AND ZONING – Administrator Larry Gasow

- A) Larry Gasow requested approval of Minnesota Pollution Control Agency (MPCA) County Feedlot Program Delegation Agreement Work Plan which demonstrates that the County will meet the State requirements. The Feedlot Delegation Agreement Work Plan is a required MPCA document to administer the Feedlot Program and receive State funding.

Dana Leibfried, Minnesota Pollution Control Agency Feedlot Compliance / Enforcement and Permitting, reviewed the completed Work Plan and approved on November 6, 2017. Michelle Minnesota Pollution Control Agency, County Feedlot Program Development Lead, approved of this completed Work Plan on November 6, 2017.

Wright/Pohlmeier motion carried unanimously to approve Minnesota Pollution Control Agency (MPCA) County Feedlot Program Delegation Agreement Work Plan which demonstrates that the County will meet the State requirements.

SOIL AND WATER CONSERVATION DISTRICT – District Manager Ryan Freitag

- A) Ryan Freitag requested approval of quote for CD #24 Lateral #17 Project #103 from Ewert Brothers Inc. (Hutchinson, MN) to reinstall approximately 2,850' of 15" and 10" CPE dual wall pipe tile at an estimated cost of \$51,109.00.

No other quotes were submitted.

Wright/Krueger motion carried unanimously to approve quote for CD #24 Lateral #17 Project #103 from Ewert Brothers Inc. (Hutchinson, MN) to reinstall approximately 2,850' of 15" and 10" CPE dual wall pipe tile at an estimated cost of \$51,109.00.

- B) Ryan Freitag requested approval of quote for CD #5 Project #102 from Mathews Drainage & Excavating (Glencoe, MN) to remove beaver dam for an

estimated cost of \$475.00 and quote for CD #5 Project #110 from Tyler Schwartz (Glencoe, MN) to trap beavers for an estimated cost of \$100.00.

Shimanski/Krueger motion carried unanimously to approve quote for CD #5 Project #102 from Mathews Drainage & Excavating (Glencoe, MN) to remove beaver dam for an estimated cost of \$475.00 and quote for CD #5 Project #110 from Tyler Schwartz (Glencoe, MN) to trap beavers for an estimated cost of \$100.00.

- C) Ryan Freitag requested approval of quote for CD #64 Branch 2 Project #106 from Ewert Brothers Inc. (Hutchinson, MN) to replace approximately 657' of 10" dual wall and 668' of 12" dual wall corrugated pipe at an estimated cost of \$22,071.00.

No other quotes were submitted.

Nagel/Wright motion carried unanimously to approve quote for CD #64 Branch 2 Project #106 from Ewert Brothers Inc. (Hutchinson, MN) to replace approximately 657' of 10" dual wall and 668' of 12" dual wall corrugated pipe at an estimated cost of \$22,071.00.

- D) Ryan Freitag requested approval of quote for CD #10 Project #107 from Mathews Drainage & Excavating (Glencoe, MN) for removal of culvert blockage at a cost of \$565.00.

Shimanski/Krueger motion carried unanimously to approve quote for CD #10 Project #107 from Mathews Drainage & Excavating (Glencoe, MN) for removal of culvert blockage at a cost of \$565.00.

- E) Ryan Freitag requested approval of quote for CD #64 Project #109 from Tree Top Clearing (Delano, MN) for removal of approximately 60 trees at an estimated cost of \$19,960.00.

Other quotes received: Castle Rock Contracting & Tree Service (Castle Rock, MN) \$20,500.00 and Central Applicators (Foley, MN) \$97,150.00.

Wright/Krueger motion carried unanimously to approve quote for CD #64 Project #109 from Tree Top Clearing (Delano, MN) for removal of approximately 60 trees at an estimated cost of \$19,960.00.

ATTORNEYS OFFICE – Attorney Michael Junge

- A) Michael Junge requested ratification of Agreement between MnCCC and Strategic Technologies Inc. (STI) for the maintenance and support of the Minnesota County Attorney Practice System (MCAPS) program.

Changed from DocuTech to STI for support and maintenance of the MCAPS Program.

Nagel/Shimanski motion carried unanimously to approve ratification of Agreement between MnCCC and Strategic Technologies Inc. (STI) for the maintenance and support of the Minnesota County Attorney Practice System (MCAPS) program.

HUMAN RESOURCES – Deputy Administrator Sheila Murphy

A) Sheila Murphy requested approval of November 17, 2017 Personnel Committee Recommendations.

1. Review Planning/Zoning/SWCD staffing.

Secretary II position in Zoning, change to Administrative Assistant to reflect current job duties in the department. This item was pulled from the agenda for further discussion.

Recommendation: Previously approved and posted environmental position to be updated to Environmentalist II to reflect desired job duties in this role. The Environmentalist II position was reviewed by the evaluation and personnel committees; we are proposing a grading of 160.

Shimanski/Wright motion carried unanimously to approve previously approved and posted environmental position to be updated to Environmentalist II at a Grade of 160 to reflect desired job duties in this role.

2. Discuss possibility of full-time PHN/RN transferring to current part-time opening and replacement for full-time opening this will cause.

Recommendation: Approve transfer of Public Health Nurse RN from current full-time role into open part-time role. Existing external candidates for the open part-time position will be notified of the full-time opening and the position will be posted internally and externally.

Nagel/Pohlmeier motion carried unanimously to approve transfer of Public Health Nurse RN from current full-time role into open part-time role and post full-time opening this will cause.

3. Extend temporary PHN contract through March 2018 if needed in order to provide coverage during the recruitment and training period for vacant WIC positions.

Recommendation: Approve extension of temporary Public Health Nurse Contract through March 2018 to provide coverage during the recruitment and training period for vacant WIC positions related to CHS.

Shimanski/Pohlmeier motion carried unanimously to approve extension of temporary Public Health Nurse Contract through March 2018 to provide coverage during the recruitment and training period for vacant WIC positions related to CHS.

Recommendation: Approve Public Health to hire a temporary employee if need be to backfill open position by employee who is on leave for 12 weeks unexpectedly (Office Aide position).

Wright/Krueger motion carried unanimously to approve Public Health to hire a temporary employee if need be to backfill open position by employee who is on leave for 12 weeks unexpectedly.

4. Hybrid engineering tech position

Recommendation: Approve the Highway Department to not fill the vacant Maintenance Worker position; the department will request a hybrid of this position at a board meeting in the near future after the job description has been updated.

CLOSED SESSION

Pohlmeier/Shimanski motion carried unanimously to close the meeting until 10:30 a.m. for closed meeting to discuss union negotiations specific to health insurance.

Krueger/Pohlmeier motion carried unanimously to open the meeting at 11:15 a.m.

A) Cindy Schultz-Ford requested approval to set the 2018 non-union employer contribution towards health insurance by increasing the employer contribution as follows:

- Increase employer contribution towards family health insurance from \$1,072.00 to \$1,300.00 for all 4 family plan options**
- Increase employer contribution for towards single health insurance as follows: from \$722.50 to \$766.50 for the three existing single health insurance plans (Bronze, Silver, \$3,000.00 HSA high-deductible plan), \$729.50 for the new \$4,000.00 HSA high-deductible plan, and \$660.50 for the new \$6,450.00 HSA high-deductible plan.**

The decision to increase the employer contribution amounts was made in response to the 30% increase in health insurance premiums over 2017.

Pohlmeier/Shimanski motion carried unanimously to set 2018 non-union employer contribution towards health insurance by increasing the employer contribution as listed above.

Nagel/Shimanski motion carried unanimously to set 2018 opt-out amount to \$140.50 which is the same as the 2017 amount.

Krueger/Wright motion carried unanimously to recess at 11:20 a.m. until 7:00 p.m. December 7, 2017 in the County Boardroom.

ATTEST:

Joe Nagel, Board Chair

Cindy Schultz Ford, Interim County
Administrator

McLEOD COUNTY
BOARD OF COMMISSIONERS
SYNOPSIS – November 21, 2017

1. Commissioners Nagel, Wright, Krueger, Shimanski and Pohlmeier were present.
2. Krueger/Krueger motion carried unanimously to approve the agenda as revised.
3. Wright/Krueger motion carried unanimously to approve the consent agenda including November 7, 2017 Meeting Minutes and Synopsis; November 3, 2017 Auditor's Warrants; November 9, 2017 Auditor's Warrants; including online access for \$887 a month and library products for \$412.86 a month; Set a bid closing date for the 2018 Official McLeod County Newspaper and Second Publication for December 27, 2017 by 4:30 PM with the award scheduled for Tuesday, January 2, 2018; Approve renewal of Off Sale, Sunday, Liquor, Wine, Club or 3.2% Licenses for Crow River Winery in Hutchinson, MN from January 1, 2018 through December 31, 2018; Approve renewal of Off Sale, Sunday, Liquor, Wine, Club or 3.2% Licenses for Gopher Campfire in Hutchinson, MN from January 1, 2018 through December 31, 2018; Approve renewal of Off Sale, Sunday, Liquor, Wine, Club or 3.2% Licenses for Lake Marion Supper Club in Brownton, MN from January 1, 2018 through December 31, 2018; Approve the Sale of Cigarette and other Tobacco Products License for Casey's General Store #3505 in Stewart, MN from January 1, 2018 through December 31, 2018; Approve the Sale of Cigarette and other Tobacco Products License for Casey's General Store #3474 in Lester Prairie, MN from January 1, 2018 through December 31, 2018; Approve the Sale of Cigarette and other Tobacco Products License for Big Don's Cathedral, Inc. in Lester Prairie, MN from January 1, 2018 through December 31, 2018; Approve the Sale of Cigarette and other Tobacco Products License for Krausers Dodge House, Lester Prairie, MN from January 1, 2018 through December 31, 2018; Approve printing of the 2016 Financial Statement to McLeod Publishing Inc. for the amount of \$765. Additional bid received: Herald Journal \$1,559.65; Adopt Resolution 17-CB-39 Operational Enhancement Grant Program in the amount of \$10,000 to be used for unbudgeted outreach; Approval Memorandum of Understanding between Grand Canyon University College of Nursing and McLeod County Public Health to fulfill the Public Health Nursing clinical experience for graduate student Mandy Sturges; Amend with the State of Minnesota to allow the installation of an ice shield at the ARMER site in Biscay; Approve the 2018 Outside Organizations Budget amounts as proposed by the budget committee totaling \$418,734.
4. Shimanski/Pohlmeier motion carried unanimously to approve payment of bills totaling \$170,254.27 from the aforementioned funds.
5. Nagel/Shimanski motion carried unanimously to accept Meeker, McLeod, Sibley Community Health Board Delegation Termination Notice.
6. Wright/Krueger motion carried to table adoption of Resolution 17-CB-41 Amending the Second Amended Joint Powers Agreement between Meeker, McLeod and Sibley Counties Creating the Joint Community Health Board to be

brought to the upcoming Budget Committee scheduled for 11/29. Roll Call:
Wright – Yes, Pohlmeier – Yes, Nagel – Yes, Shimanski – No, Krueger – Yes.

7. Shimanski/Krueger motion carried unanimously to adopt Resolution 17-RB08-40 sponsoring the City of Winsted's application for a Local Road Improvement Program grant for the reconstruction of McLeod Avenue between CSAH 1 and Kingsley Avenue in Winsted.
8. Shimanski/Wright motion carried to authorize county labor for the installation of Luce Line Trail guide signs in the City of Winsted for an estimated cost of \$750.00. Roll Call: Wright – Yes, Pohlmeier – Yes, Nagel – Yes, Shimanski – Yes, Krueger – No.
9. Wright/Pohlmeier motion carried unanimously to approve Minnesota Pollution Control Agency (MPCA) County Feedlot Program Delegation Agreement Work Plan which demonstrates that the County will meet the State requirements.
10. Wright/Krueger motion carried unanimously to approve quote for CD #24 Lateral #17 Project #103 from Ewert Brothers Inc. (Hutchinson, MN) to reinstall approximately 2,850' of 15" and 10" CPE dual wall pipe tile at an estimated cost of \$51,109.
11. Shimanski/Krueger motion carried unanimously to approve quote for CD #5 Project #102 from Mathews Drainage & Excavating (Glencoe, MN) to remove beaver dam for an estimated cost of \$475 and quote for CD #5 Project #110 from Tyler Schwartz (Glencoe, MN) to trap beavers for an estimated cost of \$100.
12. Nagel/Wright motion carried unanimously to approve quote for CD #64 Branch 2 Project #106 from Ewert Brothers Inc. (Hutchinson, MN) to replace approximately 657' of 10" dual wall and 668' of 12" dual wall corrugated pipe at an estimated cost of \$22,071.
13. Shimanski/Krueger motion carried unanimously to approve quote for CD #10 Project #107 from Mathews Drainage & Excavating (Glencoe, MN) for removal of culvert blockage at a cost of \$565.
14. Wright/Krueger motion carried unanimously to approve quote for CD #64 Project #109 from Tree Top Clearing (Delano, MN) for removal of approximately 60 trees at an estimated cost of \$19,960.
15. Nagel/Shimanski motion carried unanimously to approve ratification of Agreement between MnCCC and Strategic Technologies Inc. (STI) for the maintenance and support of the Minnesota County Attorney Practice System (MCAPS) program.
16. Shimanski/Wright motion carried unanimously to approve previously approved and posted environmental position to be updated to Environmentalist II at a Grade of 160 to reflect desired job duties in this role.
17. Nagel/Pohlmeier motion carried unanimously to approve transfer of Public Health Nurse RN from current full-time role into open part-time role and post full-time opening this will cause.
18. Shimanski/Pohlmeier motion carried unanimously to approve extension of temporary Public Health Nurse Contract through March 2018 to provide coverage during the recruitment and training period for vacant WIC positions related to CHS.

19. Wright/Krueger motion carried unanimously to approve Public Health to hire a temporary employee if need be to backfill open position by employee who is on leave for 12 weeks unexpectedly.
20. Pohlmeier/Shimanski motion carried unanimously to close the meeting until 10:30 a.m. for closed meeting to discuss union negotiations specific to health insurance.
21. Krueger/Pohlmeier motion carried unanimously to open the meeting at 11:15 a.m.
22. Pohlmeier/Shimanski motion carried unanimously to set 2018 non-union employer contribution towards health insurance by increasing the employer contribution as listed above.
23. Nagel/Shimanski motion carried unanimously to set 2018 opt-out amount to \$140.50 which is the same as the 2017 amount.

Complete minutes are on file in the County Administrator's Office. The meeting recessed at 11:20 a.m. until December 7, 2017.

Attest:

Joe Nagel, Board Chair

Patrick Melvin, County Administrator

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3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

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	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
0	DEPT			...			
	3755	EYE MED					
166		01-000-000-0000-2044		458.16	VISION PREMIUM 11/01/2017 11/30/2017	0	VISION INSURANCE PAYABLE
	3755	EYE MED		458.16	1 Transactions		
	1241	MADISON NATIONAL LIFE INSURANCE C					
202		01-000-000-0000-2041		1,608.46	STD PREMIUM 11/01/2017 11/30/2017	0	SHORT TERM DISABILITY PAYABLE
190		01-000-000-0000-2050		1,398.80	LTD PREMIUM 11/01/2017 11/30/2017	0	LONG TERM DISABILITY PAYABLE
	1241	MADISON NATIONAL LIFE INSURANCE C		3,007.26	2 Transactions		
	3754	MCLEOD SIBLEY HEALTH INSURANCE					
177		01-000-000-0000-2045		137,525.40	MEDICAL PREMIUM 11/01/2017 11/30/2017	0	HEALTH IINSURANCE PAYABLE
176		01-000-000-0000-2052		2,328.00	MEDICAL PREMIUM 11/01/2017 11/30/2017	0	COBRA HEALTH INSURANCE PAYABLE
	3754	MCLEOD SIBLEY HEALTH INSURANCE		139,853.40	2 Transactions		
	1360	MINNESOTA MUTUAL					
152		01-000-000-0000-2049		1,508.37	LIFE PREMIUM 11/01/2017 11/30/2017	0	LIFE INSURANCE PAYABLE
165		01-000-000-0000-2053		10.00	LIFE PREMIUM 11/01/2017 11/30/2017	0	COBRA LIFE INSURANCE PAYABLE
	1360	MINNESOTA MUTUAL		1,518.37	2 Transactions		
	3093	TRUSTMARK VOLUNTARY BENEFIT SOLI					
151		01-000-000-0000-2049		1,425.76	NOVEMBER BILLING		LIFE INSURANCE PAYABLE
	3093	TRUSTMARK VOLUNTARY BENEFIT SOLI		1,425.76	1 Transactions		
0	DEPT Total:			146,262.95	...	5 Vendors	8 Transactions
5	DEPT				BOARD OF COUNTY COMMISSIONERS		
	4182	I & S GROUP INC					
340		01-005-000-0000-6265		1,334.00	JUNGCLAUS BUILDING LAYOUT	44965	PROFESSIONAL SERVICES
	4182	I & S GROUP INC		1,334.00	1 Transactions		
	6412	VERIZON WIRELESS					

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
281	01-005-000-0000-6203		35.01	CELL PHONE USE	58374352-00001	COMMUNICATIONS
				11/03/2017 12/02/2017	0	
284	01-005-000-0000-6203		35.01	I PAD USE	58374352-00001	COMMUNICATIONS
				11/03/2017 12/02/2017	0	
287	01-005-000-0000-6203		35.01	CELL PHONE USE	58374352-00001	COMMUNICATIONS
				11/03/2017 12/02/2017	0	
6412	VERIZON WIRELESS		105.03	3 Transactions		
5	DEPT Total:		1,439.03	BOARD OF COUNTY COMMISSIONERS	2 Vendors	4 Transactions
65	DEPT			INFORMATION TECHNOLOGY		
6486	HELP SYSTEMS IL LLC					
338	01-065-000-0000-6321		345.00	SEQUEL DATA ACCESS MAINT	V0000050785	MAINTENANCE AGREEMENTS
6486	HELP SYSTEMS IL LLC		345.00	1 Transactions		
6412	VERIZON WIRELESS					
276	01-065-000-0000-6203		176.43	CELL PHONE USE	58374352-00001	COMMUNICATIONS
				11/03/2017 12/02/2017	0	
6412	VERIZON WIRELESS		176.43	1 Transactions		
65	DEPT Total:		521.43	INFORMATION TECHNOLOGY	2 Vendors	2 Transactions
76	DEPT			CENTRAL SERVICES-COUNTY WIDE		
3510	BOB BARKER COMPANY INC					
332	01-076-000-0000-6402		99.29	PEN/MAX SEC/BLACK	WEB000369929	OFFICE SUPPLIES
3510	BOB BARKER COMPANY INC		99.29	1 Transactions		
6009	INNOVATIVE OFFICE SOLUTIONS LLC					
339	01-076-000-0000-6402		966.00	COPY PAPER COURTHOUSE	IN1818092	OFFICE SUPPLIES
6009	INNOVATIVE OFFICE SOLUTIONS LLC		966.00	1 Transactions		
49020	NEOPOST USA INC					
349	01-076-000-0000-6350		192.00	POSTAL METER RENTAL-CH	55298033	OTHER SERVICES & CHARGES
				12/05/2017 03/04/2018	0	
49020	NEOPOST USA INC		192.00	1 Transactions		
1457	PRO AUTO & TRANSMISSION REPAIR INC					
352	01-076-000-0000-6338		38.51	LOF TORE REPAIR 2015 FORD	3066234	MOTOR POOL EXPENSES

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<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>		<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
353	01-076-000-0000-6338		11.95	LOF 2013 FORD	3066235	MOTOR POOL EXPENSES
354	01-076-000-0000-6338		163.24	LOF TPMS 2007 CHEV	3066263	MOTOR POOL EXPENSES
1457	PRO AUTO & TRANSMISSION REPAIR INC		213.70	3 Transactions		
76	DEPT Total:		1,470.99	CENTRAL SERVICES-COUNTY WIDE	4 Vendors	6 Transactions
77	DEPT			COUNTY INSURANCE		
3354	THE HARTFORD					
331	01-077-000-0000-6354		3,373.00	PREMIUM ADDITIONAL COVERAGE	35MSBJ0588	PROPERTY/CASUALTY INSURANCE
3354	THE HARTFORD		3,373.00	1 Transactions		
77	DEPT Total:		3,373.00	COUNTY INSURANCE	1 Vendors	1 Transactions
85	DEPT			ELECTIONS		
46486	MINNESOTA HUMAN SERVICES					
369	01-085-000-0000-6407		190.55	VOTER REG CARDS 495	A300IC431751	STATE VOTER REGISTRATION CARDS
46486	MINNESOTA HUMAN SERVICES		190.55	1 Transactions		
85	DEPT Total:		190.55	ELECTIONS	1 Vendors	1 Transactions
91	DEPT			COUNTY ATTORNEY'S		
60963	SEVEN COUNTY PROCESS SERVERS LLC					
122	01-091-000-0000-6350		55.00	SVC OF DOC	20171757	OTHER SERVICES & CHARGES
60963	SEVEN COUNTY PROCESS SERVERS LLC		55.00	1 Transactions		
91	DEPT Total:		55.00	COUNTY ATTORNEY'S	1 Vendors	1 Transactions
101	DEPT			COUNTY RECORDER'S		
5178	PAKOR					
119	01-101-000-0000-6402		553.57	PASSPORT FILM	8026483	OFFICE SUPPLIES
5178	PAKOR		553.57	1 Transactions		
101	DEPT Total:		553.57	COUNTY RECORDER'S	1 Vendors	1 Transactions
107	DEPT			COUNTY PLANNING AND ZONING		
137	HUTCHINSON LEADER					
51	01-107-000-0000-6241		86.84	LGL PUBL (PAC)		PRINTING AND PUBLISHING

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
137	HUTCHINSON LEADER		86.84	1 Transactions		
107	DEPT Total:		86.84	COUNTY PLANNING AND ZONING	1 Vendors	1 Transactions
111	DEPT			COURTHOUSE BUILDING		
4372	MN DEPARTMENT OF LABOR & INDUSTR					
346	01-111-000-0000-6303		50.00	PRESSURE VESSEL/BOILER REG	ABR01769841I	REPAIR AND MAINTENANCE SERVICES
4372	MN DEPARTMENT OF LABOR & INDUSTR		50.00	1 Transactions		
6412	VERIZON WIRELESS					
277	01-111-000-0000-6203		23.86	CELL PHONE USE	58374352-00001	COMMUNICATIONS
				11/03/2017 12/02/2017	0	
6412	VERIZON WIRELESS		23.86	1 Transactions		
4147	WEST CENTRAL SANITATION INC					
363	01-111-000-0000-6257		240.13	8 YARD ROLL SERVICE	11040409	SEWER, WATER AND GARBAGE
				10/01/2017 10/31/2017	0	
4147	WEST CENTRAL SANITATION INC		240.13	1 Transactions		
111	DEPT Total:		313.99	COURTHOUSE BUILDING	3 Vendors	3 Transactions
112	DEPT			NORTH COMPLEX BUILDING		
539	CENTERPOINT ENERGY, INC.					
333	01-112-000-0000-6255		413.00	GAS BILL NC	5987110-3	NATURAL GAS
				10/04/2017 11/03/2017	0	
539	CENTERPOINT ENERGY, INC.		413.00	1 Transactions		
4147	WEST CENTRAL SANITATION INC					
127	01-112-000-0000-6257		86.19	GARBAGE REMOVAL	11040408	SEWER, WATER AND GARBAGE
				10/01/2017 10/31/2017	0	
4147	WEST CENTRAL SANITATION INC		86.19	1 Transactions		
112	DEPT Total:		499.19	NORTH COMPLEX BUILDING	2 Vendors	2 Transactions
116	DEPT			HEALTH AND HUMAN SERVICES BUILDII		
539	CENTERPOINT ENERGY, INC.					
334	01-116-000-0000-6255		1,001.60	GAS BILL HHS	6008184-1	NATURAL GAS
				10/04/2017 11/03/2017	0	

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Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf # On Behalf of Name
335 01-116-000-0000-6255		66.96	GAS BILL ANNEX	7484082-8 NATURAL GAS
			10/04/2017 11/03/2017	0
539 CENTERPOINT ENERGY, INC.		1,068.56	2 Transactions	
4372 MN DEPARTMENT OF LABOR & INDUSTR				
345 01-116-000-0000-6303		10.00	BOILER REGISTRATION	ABR017552011 REPAIR AND MAINTENANCE SERVICES
4372 MN DEPARTMENT OF LABOR & INDUSTR		10.00	1 Transactions	
4147 WEST CENTRAL SANITATION INC				
362 01-116-000-0000-6257		172.60	2 YARD ROLL SERVICE	11040407 SEWER, WATER AND GARGABE REMOVAL
			10/01/2017 10/31/2017	0
4147 WEST CENTRAL SANITATION INC		172.60	1 Transactions	
116 DEPT Total:		1,251.16	HEALTH AND HUMAN SERVICES BUIL	3 Vendors 4 Transactions
117 DEPT			FAIRGROUNDS	
134 CITY OF HUTCHINSON				
365 01-117-000-0000-6257		156.43	WATER SEWER GARBAGE	13008200300 SEWER, WATER AND GARBAGE REMOVAL
			10/01/2017 10/31/2017	0
366 01-117-000-0000-6257		573.26	WATER SEWER GARBAGE	13008600400 SEWER, WATER AND GARBAGE REMOVAL
			10/01/2017 10/31/2017	0
367 01-117-000-0000-6257		177.99	WATER SEWER GARBAGE	13008601200 SEWER, WATER AND GARBAGE REMOVAL
			10/01/2017 10/31/2017	0
368 01-117-000-0000-6257		42.23	WATER SEWER GARBAGE	13008602000 SEWER, WATER AND GARBAGE REMOVAL
			10/01/2017 10/31/2017	0
134 CITY OF HUTCHINSON		949.91	4 Transactions	
651 COMMISSIONER OF REVENUE				
212 01-117-000-0000-6303		131.00	OCTOBER USE TAX	REPAIR AND MAINTENANCE SERVICES
213 01-117-000-0000-6402		2.00	OCTOBER USE TAX	OFFICE SUPPLIES
214 01-117-000-0000-6425		10.00	OCTOBER USE TAX	REPAIR AND MAINTENANCE SUPPLIES
651 COMMISSIONER OF REVENUE		143.00	3 Transactions	
32875 HUTCHINSON UTILITIES COMMISSION				
58 01-117-000-0000-6253		42.10	ELECTRIC 898 CENYURY AVE SW	436962-045052 ELECTRICITY
			10/01/2017 11/01/2017	0
52 01-117-000-0000-6253		908.89	ELECTRIC GRANDSTAND	436972-045045 ELECTRICITY
			10/01/2017 11/01/2017	0
53 01-117-000-0000-6253		907.77	ELECTRIC ADMIN BUILDING	436973-045045 ELECTRICITY

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
54	01-117-000-0000-6253		316.86	10/01/2017 11/01/2017	0	ELECTRICITY
				ELECTRIC AGRIBITION	436974-045045	
61	01-117-000-0000-6255		296.64	10/01/2017 11/01/2017	0	NATURAL GAS
				GAS AGRIBITION	436974-045045	
55	01-117-000-0000-6253		248.84	10/01/2017 11/01/2017	0	ELECTRICITY
				ELECTRIC FAIRGROUNDS	436975-045045	
56	01-117-000-0000-6253		31.06	10/01/2017 11/01/2017	0	ELECTRICITY
				ELECTRIC MAINT BUILDING	436976-045045	
62	01-117-000-0000-6255		33.83	10/01/2017 11/01/2017	0	NATURAL GAS
				GAS MAINT BUILDING	436976-045045	
63	01-117-000-0000-6255		623.23	10/01/2017 11/01/2017	0	NATURAL GAS
				GAS FAIRGROUNDS	436978-045045	
59	01-117-000-0000-6253		388.82	10/01/2017 11/01/2017	0	ELECTRICITY
				ELECTRIC 820 CENTURY AVE SW	436979-045045	
64	01-117-000-0000-6255		50.08	10/01/2017 11/01/2017	0	NATURAL GAS
				GAS 820 CENTURY AVE SW	436979-045045	
57	01-117-000-0000-6253		37.33	10/01/2017 11/01/2017	0	ELECTRICITY
				ELECTRIC SIGN	436981-045045	
60	01-117-000-0000-6253		171.84	10/01/2017 11/01/2017	0	ELECTRICITY
				ELECTRIC 816 CENTURY AVE SW	437020-045045	
				10/01/2017 11/01/2017	0	
32875	HUTCHINSON UTILITIES COMMISSION		4,057.29	13 Transactions		
4117	MINI BIFF INC					
105	01-117-000-0000-6303		19.48	RENT & SERVICE	A-92558	REPAIR AND MAINTENANCE SERVICES
4117	MINI BIFF INC		19.48	1 Transactions		
4147	WEST CENTRAL SANITATION INC					
128	01-117-000-0000-6257		449.27	CONTRACTED SERVICES	11040406	SEWER, WATER AND GARBAGE REMOVAL
				10/01/2017 10/31/2017	0	
4147	WEST CENTRAL SANITATION INC		449.27	1 Transactions		
117	DEPT Total:		5,618.95	FAIRGROUNDS	5 Vendors	22 Transactions
121	DEPT			VETERAN SERVICES		
6090	BUSINESSWARE SOLUTIONS					
9	01-121-000-0000-6350		149.00	PRINTER REPAIR	280359	OTHER SERVICES & CHARGES
6090	BUSINESSWARE SOLUTIONS		149.00	1 Transactions		

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364	192 CROW RIVER GLASS & SIGNS				
	01-121-000-0000-6327		FLEX WINDSHEILD	56539	GENERAL AUTO MAINTENANCE
	192 CROW RIVER GLASS & SIGNS				
		377.95			
		377.95	1 Transactions		
278	6412 VERIZON WIRELESS				
	01-121-000-0000-6203		CELL PHONE USE	58374352-00001	COMMUNICATIONS
		30.03	11/03/2017 12/02/2017	0	
	6412 VERIZON WIRELESS				
		30.03	1 Transactions		
121	DEPT Total:	556.98	VETERAN SERVICES	3 Vendors	3 Transactions
201	DEPT		COUNTY SHERIFF'S OFFICE		
	1424 ALPHA WIRELESS COMMUNICATIONS				
5	01-201-000-0000-6321		EQUIPMENT MAINTENANCE	692639	MAINTENANCE AGREEMENTS
		2,487.75	11/01/2017 12/01/2017	0	
	1424 ALPHA WIRELESS COMMUNICATIONS				
		2,487.75	1 Transactions		
	6443 KWIK TRIP INC				
72	01-201-000-0000-6327		CAR WASHES		GENERAL AUTO MAINTENANCE
		22.50	10/01/2017 10/31/2017	0	
	6443 KWIK TRIP INC				
		22.50	1 Transactions		
	1083 WEX BANK				
132	01-201-000-0000-6455		FUEL	51829653	MOTOR FUELS AND LUBRICATION
		6,820.36	10/01/2017 10/31/2017	0	
	1083 WEX BANK				
		6,820.36	1 Transactions		
201	DEPT Total:	9,330.61	COUNTY SHERIFF'S OFFICE	3 Vendors	3 Transactions
251	DEPT		COUNTY JAIL		
	10493 CARVER COUNTY				
11	01-251-000-0000-6224		50 DAYS @ \$55	JAILADC1007	PRISONER BOARDING
10	01-251-000-0000-6268		INMATE PRESCRIPTIONS	JAILADC1010	MEDICAL AID TO PRISONERS
	10493 CARVER COUNTY				
		2,750.00			
		62.93	2 Transactions		
	977 MIDWEST MONITORING & SURVEILLANC				
104	01-251-000-0000-6264		MONITORING	1017121	ELECTRONIC HOME MONITORING
102	01-251-000-0000-6355		UA SCREENINGS	OCT LAB/UA	UA EXPENSE
		384.00			
		150.75			

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
103	01-251-000-0000-6355		UA TESTING SUPPLIES	OCT LAB/UA	UA EXPENSE
977	MIDWEST MONITORING & SURVEILLANC	652.13	3 Transactions		
5738	RENVILLE COUNTY JAIL				
273	01-251-000-0000-6224	5,280.00	96 DAYS @ \$55		PRISONER BOARDING
			10/01/2017 10/31/2017	0	
274	01-251-000-0000-6268	76.09	INMATE MEDS/MEDICAL		MEDICAL AID TO PRISONERS
			10/01/2017 10/31/2017	0	
5738	RENVILLE COUNTY JAIL	5,356.09	2 Transactions		
6412	VERIZON WIRELESS				
279	01-251-000-0000-6203	9.70	CELL PHONE USE	58374352-00001	COMMUNICATIONS
			11/03/2017 12/02/2017	0	
6412	VERIZON WIRELESS	9.70	1 Transactions		
1083	WEX BANK				
133	01-251-000-0000-6455	703.50	FUEL	51797360	MOTOR FUELS AND LUBRICATION
			10/01/2017 10/31/2017	0	
1083	WEX BANK	703.50	1 Transactions		
251	DEPT Total:	9,534.35	COUNTY JAIL	5 Vendors	9 Transactions
485	DEPT		COUNTY PUBLIC HEALTH NURSING		
2589	SHI INTERNATIONAL CORP				
355	01-485-000-0000-6612	402.00	TOPAZ SIGLITE SIGNATURE PADS	B07313649	CAPITAL - \$100-\$5,000 (INVENTORY)
2589	SHI INTERNATIONAL CORP	402.00	1 Transactions		
1509	STEPPING STONE THERAPEUTIC INC				
357	01-485-000-0000-6350	458.59	REFLECTIVE PRACTICE	0116INV1243	OTHER SERVICES & CHARGES
1509	STEPPING STONE THERAPEUTIC INC	458.59	1 Transactions		
4064	VARIDESK LLC				
361	01-485-000-0000-6612	1,800.00	FOUR CUBEPLUS STANDING DESKS	IVC-2-500318	CAPITAL - \$100-\$5,000 (INVENTORY)
4064	VARIDESK LLC	1,800.00	1 Transactions		
6412	VERIZON WIRELESS				
280	01-485-000-0000-6203	173.02	CELL PHONE USE	58374352-00001	COMMUNICATIONS
			11/03/2017 12/02/2017	0	

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Vendor Name		Rpt	Warrant Description		Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
6412	VERIZON WIRELESS		173.02	1 Transactions		
485	DEPT Total:		2,833.61	COUNTY PUBLIC HEALTH NURSING	4 Vendors	4 Transactions
520	DEPT			COUNTY PARK'S		
651	COMMISSIONER OF REVENUE					
215	01-520-000-0000-6257		23.00	OCTOBER USE TAX		SEWER, WATER AND GARBAGE
216	01-520-000-0000-6425		1.00	OCTOBER USE TAX		REPAIR AND MAINTENANCE SUPPLIES
651	COMMISSIONER OF REVENUE		24.00	2 Transactions		
22210	FORBES AUTO STORE					
24	01-520-000-0000-6303		578.81	REPAIR SHIFT HANDLE ON TRUCK	129011361	REPAIR AND MAINTENANCE SERVICES
25	01-520-000-0000-6303		715.57	REPAIR DISC BRAKES RED TRUCK	129011473	REPAIR AND MAINTENANCE SERVICES
22210	FORBES AUTO STORE		1,294.38	2 Transactions		
136	HUTCHINSON CO-OP					
46	01-520-000-0000-6455		29.01	FUEL	879504	MOTOR FUELS AND LUBRICATION
45	01-520-000-0000-6455		30.00	FUEL	879511	MOTOR FUELS AND LUBRICATION
136	HUTCHINSON CO-OP		59.01	2 Transactions		
2825	MENARDS HUTCHINSON					
98	01-520-000-0000-6423		7.56	SUPPLIES INV#21878	ACCT#31550303	LANDSCAPING MATERIALS
99	01-520-000-0000-6423		43.84	SUPPLIES INV#23052	ACCT#31550303	LANDSCAPING MATERIALS
2825	MENARDS HUTCHINSON		51.40	2 Transactions		
5972	SIMONSON PROPERTIES					
126	01-520-000-0000-6423		145.11	LUMBER FOR FENCE 526	965546	LANDSCAPING MATERIALS
5972	SIMONSON PROPERTIES		145.11	1 Transactions		
6412	VERIZON WIRELESS					
285	01-520-000-0000-6203		35.03	PARKS LM SHOP	58374352-00001	COMMUNICATIONS
				11/03/2017 12/02/2017	0	
6412	VERIZON WIRELESS		35.03	1 Transactions		
520	DEPT Total:		1,608.93	COUNTY PARK'S	6 Vendors	10 Transactions
603	DEPT			COUNTY EXTENSION		
6009	INNOVATIVE OFFICE SOLUTIONS LLC					

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1 GENERAL REVENUE FUND

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Vendor Name		Rpt	Warrant Description		Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
67	01-603-000-0000-6402		163.50	PAPER/CHAIR MATS/ENVELOPES	IN1817185	OFFICE SUPPLIES
	6009 INNOVATIVE OFFICE SOLUTIONS LLC		163.50	1 Transactions		
603	DEPT Total:		163.50	COUNTY EXTENSION	1 Vendors	1 Transactions
615	DEPT			ISTS COMMITTEE		
	278 RADTKE/DUANE					
275	01-615-000-0000-6350		3,400.00	OCT 2017 SSTS INSP SVCS		OTHER SERVICES & CHARGES
	278 RADTKE/DUANE		3,400.00	1 Transactions		
615	DEPT Total:		3,400.00	ISTS COMMITTEE	1 Vendors	1 Transactions
1	Fund Total:		189,064.63	GENERAL REVENUE FUND		87 Transactions

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3 ROAD & BRIDGE FUND

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	Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description
	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
0	DEPT				...		
	3755	EYE MED					
167		03-000-000-0000-2044		55.60	VISION PREMIUM 11/01/2017 11/30/2017	0	VISION INSURANCE PAYABLE
	3755	EYE MED		55.60	1 Transactions		
	1241	MADISON NATIONAL LIFE INSURANCE C					
203		03-000-000-0000-2041		116.92	STD PREMIUM 11/01/2017 11/30/2017	0	SHORT TERM DISABILITY PAYABLE
191		03-000-000-0000-2050		205.58	LTD PREMIUM 11/01/2017 11/30/2017	0	LONG TERM DISABILITY PAYABLE
	1241	MADISON NATIONAL LIFE INSURANCE C		322.50	2 Transactions		
	3754	MCLEOD SIBLEY HEALTH INSURANCE					
178		03-000-000-0000-2045		10,069.00	MEDICAL PREMIUM 11/01/2017 11/30/2017	0	HEALTH INSURANCE PAYABLE
	3754	MCLEOD SIBLEY HEALTH INSURANCE		10,069.00	1 Transactions		
	1360	MINNESOTA MUTUAL					
153		03-000-000-0000-2049		340.92	LIFE PREMIUM 11/01/2017 11/30/2017	0	LIFE INSURANCE PAYABLE
	1360	MINNESOTA MUTUAL		340.92	1 Transactions		
0	DEPT Total:			10,788.02	...	4 Vendors	5 Transactions
310	DEPT				HIGHWAY MAINTENANCE		
	3071	3D SPECIALITIES INC					
1		03-310-000-0000-6503		877.88	TELESPAR	456894	TRAFFIC SIGNS & POST
	3071	3D SPECIALITIES INC		877.88	1 Transactions		
	134	CITY OF HUTCHINSON					
248		03-310-000-0000-6503		3.22	SHOP SUPPLIES 10/01/2017 10/31/2017	0000042389 0	TRAFFIC SIGNS & POST
	134	CITY OF HUTCHINSON		3.22	1 Transactions		
	1803	FASTENAL COMPANY					
20		03-310-000-0000-6503		36.73	SIGN SHOP SUPPLIES	147067	TRAFFIC SIGNS & POST
21		03-310-000-0000-6503		24.99-	SIGN SHOP SUPPLIES	147143	TRAFFIC SIGNS & POST
22		03-310-000-0000-6503		29.64	SIGN SHOP SUPPLIES	147416	TRAFFIC SIGNS & POST

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
23	03-310-000-0000-6503		SIGN SHOP SUPPLIES	147574	TRAFFIC SIGNS & POST
1803	FASTENAL COMPANY		4 Transactions		
8187	G & K SERVICES				
26	03-310-000-0000-6145		UNIFORM SERVICES SLATS	6043812280	UNIFORM ALLOWANCE
34	03-310-000-0000-6145		UNIFORM SERVICES HATS	6043813545	UNIFORM ALLOWANCE
31	03-310-000-0000-6145		UNIFORM SERVICES GLENCOE	6043817973	UNIFORM ALLOWANCE
27	03-310-000-0000-6145		UNIFORM SERVICES SLATS	6043817975	UNIFORM ALLOWANCE
35	03-310-000-0000-6145		UNIFORM SERVICES HATS	6043819250	UNIFORM ALLOWANCE
32	03-310-000-0000-6145		UNIFORM SERVICES GLENCOE	6043823632	UNIFORM ALLOWANCE
28	03-310-000-0000-6145		UNIFORM SERVICES SLATS	6043823634	UNIFORM ALLOWANCE
36	03-310-000-0000-6145		UNIFORM SERVICES HATS	6043824901	UNIFORM ALLOWANCE
33	03-310-000-0000-6145		UNIFORM SERVICES GLENCOE	6043829297	UNIFORM ALLOWANCE
29	03-310-000-0000-6145		UNIFORM SERVICES SLATS	6043829299	UNIFORM ALLOWANCE
37	03-310-000-0000-6145		UNIFORM SERVICES HATS	6043830558	UNIFORM ALLOWANCE
8187	G & K SERVICES		11 Transactions		
273	GOPHER STATE ONE-CALL				
39	03-310-000-0000-6254		LOCATES 64	7101113	INTERSECTION LIGHTING
			10/01/2017 10/31/2017	0	
273	GOPHER STATE ONE-CALL		1 Transactions		
213	MCLEOD COOP POWER ASSN				
75	03-310-000-0000-6254		TRAFFIC LIGHT TH 212 & CSAH 1	861100	INTERSECTION LIGHTING
76	03-310-000-0000-6254		TRAFFIC LIGHT TH 7 & CSAH 115	903000	INTERSECTION LIGHTING
77	03-310-000-0000-6254		TRAFFIC LIGHT TH 15 & CSAH 18	903100	INTERSECTION LIGHTING
78	03-310-000-0000-6254		TRAFFIC LIGHT CSAH 13 & 23	903100	INTERSECTION LIGHTING
79	03-310-000-0000-6254		TRAFFIC LIGHT CSAH 2 & 3	907100	INTERSECTION LIGHTING
80	03-310-000-0000-6254		TRAFFIC LIGHT CSAH 25 & 26	907200	INTERSECTION LIGHTING
81	03-310-000-0000-6254		TRAFFIC LIGHT 7 & 115	907300	INTERSECTION LIGHTING
82	03-310-000-0000-6254		TRAFFIC LIGHT CSAH 18 & 7	907400	INTERSECTION LIGHTING
83	03-310-000-0000-6254		TRAFFIC LIGHT CSAH 2 & 22	907500	INTERSECTION LIGHTING
84	03-310-000-0000-6254		TRAFFIC LIGHT CSAH 115 & 25W	907600	INTERSECTION LIGHTING
85	03-310-000-0000-6254		TRAFFIC LIGHT CSAH 115 & 25E	907700	INTERSECTION LIGHTING
86	03-310-000-0000-6254		TRAFFIC LIGHT CSAH 25 & 62	907800	INTERSECTION LIGHTING
87	03-310-000-0000-6254		TRAFFIC LIGHT CSAH 4 & 11	907900	INTERSECTION LIGHTING
88	03-310-000-0000-6254		TRAFFIC LIGHT CSAH 12 & 19	908000	INTERSECTION LIGHTING
89	03-310-000-0000-6254		TRAFFIC LIGHT CSAH 115 & 14	908100	INTERSECTION LIGHTING
90	03-310-000-0000-6254		TRAFFIC LIGHT CSAH 5 & 2	908200	INTERSECTION LIGHTING

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3 ROAD & BRIDGE FUND

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
91	03-310-000-0000-6254		TRAFFIC LIGHT CSAH 5 & 31	908300	INTERSECTION LIGHTING
92	03-310-000-0000-6254		TRAFFIC LIGHT CSAH 4 & 79	908400	INTERSECTION LIGHTING
93	03-310-000-0000-6254		TRAFFIC LIGHT CSAH 7 & 79	908500	INTERSECTION LIGHTING
94	03-310-000-0000-6254		TRAFFIC LIGHT TH 22 & CR 11	908701	INTERSECTION LIGHTING
95	03-310-000-0000-6254		TRAFFIC LIGHT TH 15 & CR 32	917600	INTERSECTION LIGHTING
96	03-310-000-0000-6254		TRAFFIC LIGHT TH 15 & CR 3	917700	INTERSECTION LIGHTING
213	MCLEOD COOP POWER ASSN	1,046.92	22 Transactions		
252	WM MUELLER & SONS INC				
269	03-310-000-0000-6506	805.31	PATCHING MATERIAL	229218	BITUMINOUS MATERIAL
270	03-310-000-0000-6506	884.68	PATCHING MATERIAL	229218	BITUMINOUS MATERIAL
267	03-310-000-0000-6506	446.22	PATCHING MATERIAL	229328	BITUMINOUS MATERIAL
268	03-310-000-0000-6506	440.67	PATCHING MATERIAL	229328	BITUMINOUS MATERIAL
265	03-310-000-0000-6506	884.12	PATCHING MATERIAL	229512	BITUMINOUS MATERIAL
266	03-310-000-0000-6506	395.00	PATCHING MATERIAL	229512	BITUMINOUS MATERIAL
258	03-310-000-0000-6506	79.00	PATCHING MATERIAL	229854	BITUMINOUS MATERIAL
259	03-310-000-0000-6506	79.00	PATCHING MATERIAL	229854	BITUMINOUS MATERIAL
260	03-310-000-0000-6506	61.62	PATCHING MATERIAL	229854	BITUMINOUS MATERIAL
261	03-310-000-0000-6506	19.75	PATCHING MATERIAL	229854	BITUMINOUS MATERIAL
262	03-310-000-0000-6506	18.96	PATCHING MATERIAL	229854	BITUMINOUS MATERIAL
263	03-310-000-0000-6506	19.75	PATCHING MATERIAL	229854	BITUMINOUS MATERIAL
264	03-310-000-0000-6506	39.50	PATCHING MATERIAL	229854	BITUMINOUS MATERIAL
252	WM MUELLER & SONS INC	4,173.58	13 Transactions		
465	XCEL ENERGY				
143	03-310-000-0000-6254	65.16	TRAFFIC LIGHT TH 7 & CSAH 2	51-90682785	INTERSECTION LIGHTING
141	03-310-000-0000-6254	34.67	TRAFFIC LIGHT 7 & CSAH 1	5100111308803	INTERSECTION LIGHTING
144	03-310-000-0000-6254	11.95	TRAFFIC LIGHT CSAH 9 & 3	5102769397	INTERSECTION LIGHTING
145	03-310-000-0000-6254	11.57	TRAFFIC LIGHT CSAH 1 & CR 56	5102769397	INTERSECTION LIGHTING
146	03-310-000-0000-6254	11.92	TRAFFIC LIGHT CSAH 2 & 10	5102769397	INTERSECTION LIGHTING
147	03-310-000-0000-6254	12.13	TRAFFIC LIGHT CSAH 1 & 10	5102769397	INTERSECTION LIGHTING
148	03-310-000-0000-6254	8.37	TRAFFIC LIGHT CSAH 1 & 3	5102769397	INTERSECTION LIGHTING
142	03-310-000-0000-6254	63.42	TRAFFIC LIGHT TH 7 & CSAH 9	5190682785	INTERSECTION LIGHTING
465	XCEL ENERGY	219.19	8 Transactions		
310	DEPT Total:	6,862.90	HIGHWAY MAINTENANCE	8 Vendors	61 Transactions
320	DEPT		HIGHWAY CONSTRUCTION		
1947	MINNESOTA DEPARTMENT OF TRANSPC				

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
106	03-320-000-0000-6265		MATERIAL TESTING JOB 99043	P00008578	PROFESSIONAL SERVICES
107	03-320-000-0000-6265		MATERIAL TESTING JOB 00332	P00008578	PROFESSIONAL SERVICES
1947	MINNESOTA DEPARTMENT OF TRANSPC		2 Transactions		
4263	RAMONA WINTER, BRADLEY FLANEGAN				
138	03-320-000-0000-6639	500.00	DAMAGES SAP 603-030	CSAH 3 PRCL 28	RIGHT-OF-WAY ACQUISITION-TEMP
137	03-320-000-0000-6640	525.00	PERM EASMENT SAP 603-030	CSAH 3 PRCL 28	RIGHT-OF-WAY ACQUISITION
4263	RAMONA WINTER, BRADLEY FLANEGAN	1,025.00	2 Transactions		
320	DEPT Total:	4,008.42	HIGHWAY CONSTRUCTION	2 Vendors	4 Transactions
330	DEPT		HIGHWAY ADMINISTRATION		
2709	A R ENGH HEATING & AIR CONDITIONIN				
7	03-330-000-0000-6321	947.40	FALL MAINTENANCE HATS	170221	MAINTENANCE AGREEMENTS
8	03-330-000-0000-6321	537.06	FALL MAINTENANCE SLATS	170222	MAINTENANCE AGREEMENTS
2709	A R ENGH HEATING & AIR CONDITIONIN	1,484.46	2 Transactions		
1869	BENTLEY SYSTEMS INC				
254	03-330-000-0000-6321	2,109.08	OPENROADS DESIGNER SUBSCRIPT	47868689	MAINTENANCE AGREEMENTS
255	03-330-000-0000-6321	1,187.46	MICROSTATION POWERDRAFT	47868689	MAINTENANCE AGREEMENTS
1869	BENTLEY SYSTEMS INC	3,296.54	2 Transactions		
1930	HERALD JOURNAL PUBLISHING INC				
40	03-330-000-0000-6241	102.00	ENG TECH HELP WANTED		PRINTING AND PUBLISHING
1930	HERALD JOURNAL PUBLISHING INC	102.00	1 Transactions		
8564	OFFICE DEPOT INC				
117	03-330-000-0000-6402	48.35	OFFICE SUPPLIES	976746437001	OFFICE SUPPLIES
118	03-330-000-0000-6402	15.59	OFFICE SUPPLIES	976747070001	OFFICE SUPPLIES
8564	OFFICE DEPOT INC	63.94	2 Transactions		
6263	PRECISE MRM LLC				
120	03-330-000-0000-6321	54.95	DATA FOR GPS UNITS	IN200-1014662	MAINTENANCE AGREEMENTS
6263	PRECISE MRM LLC	54.95	1 Transactions		
6412	VERIZON WIRELESS				
302	03-330-000-0000-6203	52.06	CELL PHONE USE	9795608842	COMMUNICATIONS
			11/03/2017 12/02/2017	0	

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
6412	VERIZON WIRELESS		52.06	1 Transactions		
330	DEPT Total:		5,053.95	HIGHWAY ADMINISTRATION	6 Vendors	9 Transactions
340	DEPT			HIGHWAY EQUIPMENT MAINTENANCE		
2777	ACE HARDWARE					
2	03-340-000-0000-6425		17.18	PARTS	304066	REPAIR AND MAINTENANCE SUPPLIES
3	03-340-000-0000-6425		19.70	PARTS	304066	REPAIR AND MAINTENANCE SUPPLIES
4	03-340-000-0000-6425		2.53-	TAX EXEMPT	304066	REPAIR AND MAINTENANCE SUPPLIES
2777	ACE HARDWARE		34.35	3 Transactions		
539	CENTERPOINT ENERGY, INC.					
12	03-340-000-0000-6255		151.42	GLENCOE SHOP	5987115-2	NATURAL GAS
				10/04/2017	11/03/2017	0
539	CENTERPOINT ENERGY, INC.		151.42	1 Transactions		
8197	CENTRAL HYDRAULICS INC					
13	03-340-000-0000-6425		51.80	PARTS	44834	REPAIR AND MAINTENANCE SUPPLIES
8197	CENTRAL HYDRAULICS INC		51.80	1 Transactions		
32	CITY OF BROWNTON					
15	03-340-000-0000-6253		100.43	ELECTRIC	4440	ELECTRICITY
17	03-340-000-0000-6255		96.25	NATURAL GAS	4440	NATURAL GAS
16	03-340-000-0000-6257		41.00	WATER SEWER	4440	SEWER, WATER AND GARBAGE REMOVAL
32	CITY OF BROWNTON		237.68	3 Transactions		
134	CITY OF HUTCHINSON					
242	03-340-000-0000-6455		1,329.06	UNLEADED FUEL	0000042371	MOTOR FUELS AND LUBRICATION
				10/01/2017	10/31/2017	0
243	03-340-000-0000-6567		4,142.27	DIESEL FUEL	0000042371	DIESEL FUEL & TAX
				10/01/2017	10/31/2017	0
245	03-340-000-0000-6425		115.61	SHOP SUPPLIES	0000042389	REPAIR AND MAINTENANCE SUPPLIES
				10/01/2017	10/31/2017	0
246	03-340-000-0000-6425		1,585.17	SHOP SUPPLIES	0000042389	REPAIR AND MAINTENANCE SUPPLIES
				10/01/2017	10/31/2017	0
247	03-340-000-0000-6590		37.04	SHOP SUPPLIES	0000042389	TOOLS & SHOP MATERIALS
				10/01/2017	10/31/2017	0
249	03-340-000-0000-6590		5.42	SHOP SUPPLIES	0000042389	TOOLS & SHOP MATERIALS
				10/01/2017	10/31/2017	0

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251	03-340-000-0000-6590		25.76	SHOP SUPPLIES	0000042389	TOOLS & SHOP MATERIALS
				10/01/2017 10/31/2017	0	
252	03-340-000-0000-6590		7.52	SHOP SUPPLIES	0000042389	TOOLS & SHOP MATERIALS
				10/01/2017 10/31/2017	0	
253	03-340-000-0000-6590		2.79	SHOP SUPPLIES	0000042389	TOOLS & SHOP MATERIALS
				10/01/2017 10/31/2017	0	
250	03-340-000-0000-6612		1,481.31	GRACO CART FOR DEF	0000042389	CAPITAL - \$100-\$5,000 (INVENTORY)
				10/01/2017 10/31/2017	0	
134	CITY OF HUTCHINSON		8,731.95	10 Transactions		
18	1326 CULLIGAN WATER CONDITIONING					
	03-340-000-0000-6257		9.80	NOTTLED WATER RENTAL	173X01907809	SEWER, WATER AND GARBAGE REMOVAL
				11/01/2017 11/30/2017	0	
19	03-340-000-0000-6257		27.45	5 GALLON PREMIUM WATER	173X01907809	SEWER, WATER AND GARBAGE REMOVAL
	1326 CULLIGAN WATER CONDITIONING		37.25	2 Transactions		
30	8187 G & K SERVICES					
	03-340-000-0000-6145		21.35	UNIFORM SERVICES MECHS	6043812278	UNIFORM ALLOWANCE
	8187 G & K SERVICES		21.35	1 Transactions		
256	6906 GLENCOE CO OP ASSN					
	03-340-000-0000-6567		2,038.00	DIESEL SLATS	88100	DIESEL FUEL & TAX
257	03-340-000-0000-6567		2,092.00	DEISEL BROWNTON	88100	DIESEL FUEL & TAX
	6906 GLENCOE CO OP ASSN		4,130.00	2 Transactions		
41	4367 HOLT MOTORS INC					
	03-340-000-0000-6425		53.95	PARTS	25713	REPAIR AND MAINTENANCE SUPPLIES
42	03-340-000-0000-6425		111.90	PARTS	25783	REPAIR AND MAINTENANCE SUPPLIES
	4367 HOLT MOTORS INC		165.85	2 Transactions		
48	136 HUTCHINSON CO-OP					
	03-340-000-0000-6455		0.29-	CREDIT FROM PREVIOUS	847562	MOTOR FUELS AND LUBRICATION
50	03-340-000-0000-6563		35.00	TIRE REPAIR	862483	TIRES, TUBES & BATTERIES
49	03-340-000-0000-6563		305.00	TIRES	863077	TIRES, TUBES & BATTERIES
47	03-340-000-0000-6455		131.95	DEF 55	867320	MOTOR FUELS AND LUBRICATION
	136 HUTCHINSON CO-OP		471.66	4 Transactions		
65	32875 HUTCHINSON UTILITIES COMMISSION					
	03-340-000-0000-6253		135.47	ELECTRIC TEMP STORAGE	31021-045101	ELECTRICITY

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
66	03-340-000-0000-6255		10/01/2017 11/01/2017 GAS TEMP STORAGE	0 31021-045101	NATURAL GAS
32875	HUTCHINSON UTILITIES COMMISSION		10/01/2017 11/01/2017 2 Transactions	0	
654	JERRYS TRANSMISSION SERVICE INC				
68	03-340-000-0000-6303	776.00	TOW & SERVICE	29856	REPAIR AND MAINTENANC SERVICES
654	JERRYS TRANSMISSION SERVICE INC	776.00	1 Transactions		
119	JOHN DEERE FINANCIAL				
69	03-340-000-0000-6425	32.81	PARTS	1554599	REPAIR AND MAINTENANCE SUPPLIES
70	03-340-000-0000-6425	221.72	PARTS	1561134	REPAIR AND MAINTENANCE SUPPLIES
71	03-340-000-0000-6425	65.02	PARTS	1563873	REPAIR AND MAINTENANCE SUPPLIES
119	JOHN DEERE FINANCIAL	319.55	3 Transactions		
5555	L & P SUPPLY COMPANY INC				
73	03-340-000-0000-6590	21.90	MECH SHOP SUPPLIES	184976	TOOLS & SHOP MATERIALS
5555	L & P SUPPLY COMPANY INC	21.90	1 Transactions		
2825	MENARDS HUTCHINSON				
100	03-340-000-0000-6425	47.87	PARTS INV#22453	ACCT#31550277	REPAIR AND MAINTENANCE SUPPLIES
101	03-340-000-0000-6590	17.97	GLENCOE SHOP SUPPLIES #23009	ACCT#31550277	TOOLS & SHOP MATERIALS
2825	MENARDS HUTCHINSON	65.84	2 Transactions		
5253	NORTH CENTRAL INTERNATIONAL				
109	03-340-000-0000-6425	32.84	PARTS	172329	REPAIR AND MAINTENANCE SUPPLIES
5253	NORTH CENTRAL INTERNATIONAL	32.84	1 Transactions		
1087	O REILLY AUTOMOTIVE INC				
110	03-340-000-0000-6425	114.16	PARTS	152-447186	REPAIR AND MAINTENANCE SUPPLIES
112	03-340-000-0000-6425	68.75-	PARTS	1522-445519	REPAIR AND MAINTENANCE SUPPLIES
111	03-340-000-0000-6425	47.50	PARTS	1522-447330	REPAIR AND MAINTENANCE SUPPLIES
113	03-340-000-0000-6425	7.82	PARTS	1522-448233	REPAIR AND MAINTENANCE SUPPLIES
116	03-340-000-0000-6425	10.72	PARTS	1522-448593	REPAIR AND MAINTENANCE SUPPLIES
114	03-340-000-0000-6425	21.44	PARTS	1522-448603	REPAIR AND MAINTENANCE SUPPLIES
115	03-340-000-0000-6425	11.54	PARTS	1522-448784	REPAIR AND MAINTENANCE SUPPLIES
1087	O REILLY AUTOMOTIVE INC	144.43	7 Transactions		
7118	RUNNINGS SUPPLY INC				

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3 ROAD & BRIDGE FUND

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
121	03-340-000-0000-6590	37.56	SLATS SHOP SUPPLIES	4451940	TOOLS & SHOP MATERIALS
7118	RUNNINGS SUPPLY INC	37.56	1 Transactions		
6412	VERIZON WIRELESS				
303	03-340-000-0000-6203	70.02	SLATS & HWY SHOP	9795608842	COMMUNICATIONS
			11/03/2017 12/02/2017	0	
6412	VERIZON WIRELESS	70.02	1 Transactions		
4147	WEST CENTRAL SANITATION INC				
130	03-340-000-0000-6257	24.63	GARBAGE REMOVAL GLENCOE	10884660	SEWER, WATER AND GARBAGE REMOVAL
			10/01/2017 10/31/2017	0	
129	03-340-000-0000-6257	24.63	GARBAGE REMOVAL BROWNTON	10884661	SEWER, WATER AND GARBAGE REMOVAL
			10/01/2017 10/31/2017	0	
131	03-340-000-0000-6257	67.73	GARBAGE REMOVAL SLATS	10884689	SEWER, WATER AND GARBAGE REMOVAL
			10/01/2017 10/31/2017	0	
4147	WEST CENTRAL SANITATION INC	116.99	3 Transactions		
1083	WEX BANK				
134	03-340-000-0000-6455	380.94	UNLEADED FUEL	51830144	MOTOR FUELS AND LUBRICATION
			10/01/2017 10/31/2017	0	
136	03-340-000-0000-6455	21.79-	MISC PREV PER REBATE	51830144	MOTOR FUELS AND LUBRICATION
			10/01/2017 10/31/2017	0	
135	03-340-000-0000-6567	1,073.54	DIESEL FUEL	51830144	DIESEL FUEL & TAX
			10/01/2017 10/31/2017	0	
1083	WEX BANK	1,432.69	3 Transactions		
465	XCEL ENERGY				
139	03-340-000-0000-6253	244.62	ELECTRIC SL SHOP	5100101225915	ELECTRICITY
140	03-340-000-0000-6253	19.48	ELECTRIC LP SHOP	5147526707	ELECTRICITY
465	XCEL ENERGY	264.10	2 Transactions		
495	ZIEGLER INC				
149	03-340-000-0000-6425	175.08	PARTS	PC001925465	REPAIR AND MAINTENANCE SUPPLIES
495	ZIEGLER INC	175.08	1 Transactions		
340	DEPT Total:	17,667.12	HIGHWAY EQUIPMENT MAINTENANCE	23 Vendors	57 Transactions
3	Fund Total:	44,380.41	ROAD & BRIDGE FUND		136 Transactions

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
391	DEPT			SOLID WASTE TIP FEE		
651	COMMISSIONER OF REVENUE					
217	05-391-000-0000-6269		82.00	OCTOBER USE TAX		CONTRACTS
218	05-391-000-0000-6402		15.00	OCTOBER USE TAX		OFFICE SUPPLIES
219	05-391-000-0000-6415		15.00	OCTOBER USE TAX		CLEANING SUPPLIES
220	05-391-000-0000-6561		3.00	OCTOBER USE TAX		REPAIR AND MAINTENANCE-OTHER
651	COMMISSIONER OF REVENUE		115.00	4 Transactions		
3755	EYE MED					
168	05-391-000-0000-2044		5.20	VISION PREMIUM		VISION INSURANCE PAYABLE
				11/01/2017 11/30/2017	0	
3755	EYE MED		5.20	1 Transactions		
32875	HUTCHINSON UTILITIES COMMISSION					
305	05-391-000-0000-6253		947.95	ELECTRIC	00410076	ELECTRICITY
				10/01/2017 11/01/2017	0	
308	05-391-000-0000-6255		231.48	GAS	00410076	NATURAL GAS
				10/01/2017 11/01/2017	0	
32875	HUTCHINSON UTILITIES COMMISSION		1,179.43	2 Transactions		
1241	MADISON NATIONAL LIFE INSURANCE C					
192	05-391-000-0000-2050		12.32	LTD PREMIUM		LONG TERM DISABILITY PAYABLE
				11/01/2017 11/30/2017	0	
1241	MADISON NATIONAL LIFE INSURANCE C		12.32	1 Transactions		
3754	MCLEOD SIBLEY HEALTH INSURANCE					
179	05-391-000-0000-2045		552.00	MEDICAL PREMIUM		HEALTH INSURANCE PAYABLE
				11/01/2017 11/30/2017	0	
3754	MCLEOD SIBLEY HEALTH INSURANCE		552.00	1 Transactions		
1360	MINNESOTA MUTUAL					
154	05-391-000-0000-2049		133.10	LIFE PREMIUM		LIFE INSURANCE PAYABLE
				11/01/2017 11/30/2017	0	
1360	MINNESOTA MUTUAL		133.10	1 Transactions		
4147	WEST CENTRAL SANITATION INC					
314	05-391-000-0000-6259		1,040.25	ACOMA TOWNSHIP	11043663	RECYCLING
				10/01/2017 10/31/2017	0	
315	05-391-000-0000-6259		358.96	BERGEN OCC	11043663	RECYCLING

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				10/01/2017 10/31/2017	0	
316	05-391-000-0000-6259		1,256.36	BERGEN RECYCLING	11043663	RECYCLING
				10/01/2017 10/31/2017	0	
317	05-391-000-0000-6259		358.96	HASSAN VALLEY RECYCLING	11043663	RECYCLING
				10/01/2017 10/31/2017	0	
318	05-391-000-0000-6259		358.96	LYNN RECYCLING	11043663	RECYCLING
				10/01/2017 10/31/2017	0	
319	05-391-000-0000-6259		179.48	LYNN OCC	11043663	RECYCLING
				10/01/2017 10/31/2017	0	
320	05-391-000-0000-6259		538.44	STEWART RECYCLING	11043663	RECYCLING
				10/01/2017 10/31/2017	0	
321	05-391-000-0000-6259		358.96	STEWART OCC	11043663	RECYCLING
				10/01/2017 10/31/2017	0	
322	05-391-000-0000-6259		358.96	HALE OCC	11043663	RECYCLING
				10/01/2017 10/31/2017	0	
323	05-391-000-0000-6259		717.92	HALE RECYCLING	11043663	RECYCLING
				10/01/2017 10/31/2017	0	
324	05-391-000-0000-6259		4,664.52	GLENCOE RECYCLING	11043663	RECYCLING
				10/01/2017 10/31/2017	0	
325	05-391-000-0000-6259		717.92	BROWNTON RECYCLING	11043663	RECYCLING
				10/01/2017 10/31/2017	0	
326	05-391-000-0000-6259		358.96	BROWNTON OCC	11043663	RECYCLING
				10/01/2017 10/31/2017	0	
327	05-391-000-0000-6259		358.96	HELEN RECYCLING	11043663	RECYCLING
				10/01/2017 10/31/2017	0	
328	05-391-000-0000-6259		179.48	HELEN OCC	11043663	RECYCLING
				10/01/2017 10/31/2017	0	
329	05-391-000-0000-6259		179.48	LAKE MARION RECYCLING	11043663	RECYCLING
				10/01/2017 10/31/2017	0	
330	05-391-000-0000-6259		92.70	FAIRGROUNDS RECTCLING	11043663	RECYCLING
				10/01/2017 10/31/2017	0	
4147	WEST CENTRAL SANITATION INC		12,079.27	17 Transactions		
391	DEPT Total:		14,076.32	SOLID WASTE TIP FEE	7 Vendors	27 Transactions
393	DEPT			MATERIALS RECOVERY FACILITY		
134	CITY OF HUTCHINSON					
244	05-393-000-0000-6350		96.33	DIESEL FUEL	0000042371	OTHER SERVICES & CHARGES
				10/01/2017 10/31/2017	0	

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
336	05-393-000-0000-6350		398.53	FUEL SEMI	0000042373	OTHER SERVICES & CHARGES
				10/01/2017	10/31/2017	0
134	CITY OF HUTCHINSON		494.86	2 Transactions		
651	COMMISSIONER OF REVENUE					
221	05-393-000-0000-6259		60.00	OCTOBER USE TAX		RECYCLING
222	05-393-000-0000-6269		447.00	OCTOBER USE TAX		CONTACTS
223	05-393-000-0000-6350		1.00	OCTOBER USE TAX		OTHER SERVICES & CHARGES
224	05-393-000-0000-6410		6.00	OCTOBER USE TAX		BUILDING AND SAFETY SUPPLIES
225	05-393-000-0000-6560		207.00	OCTOBER USE TAX		REPAIR AND MAINTENANCE-EQUIPMENT
226	05-393-000-0000-6561		63.00	OCTOBER USE TAX		REPAIR AND MAINTENANCE-OTHER
651	COMMISSIONER OF REVENUE		784.00	6 Transactions		
3755	EYE MED					
169	05-393-000-0000-2044		5.20	VISION PREMIUM		VISION INSURANCE PAYABLE
				11/01/2017	11/30/2017	0
3755	EYE MED		5.20	1 Transactions		
4859	FAITH LUTHERAN CHURCH					
337	05-393-000-0000-6412		49.84	OCC	3000169	FIBER RECOVERY
4859	FAITH LUTHERAN CHURCH		49.84	1 Transactions		
3248	GREENFOREST RECYCLING RESOURCES L					
370	05-393-000-0000-6269		27,633.48	OCTOBER 493.455 TONS		CONTACTS
3248	GREENFOREST RECYCLING RESOURCES L		27,633.48	1 Transactions		
32875	HUTCHINSON UTILITIES COMMISSION					
304	05-393-000-0000-6253		2,696.38	ELECTRIC	00410076	ELECTRICITY
				10/01/2017	11/01/2017	0
307	05-393-000-0000-6255		658.42	GAS	00410076	NATURAL GAS
				10/01/2017	11/01/2017	0
32875	HUTCHINSON UTILITIES COMMISSION		3,354.80	2 Transactions		
6223	KNIGHTS OF COLUMBUS					
341	05-393-000-0000-6412		81.38	OCC	3000167	FIBER RECOVERY
6223	KNIGHTS OF COLUMBUS		81.38	1 Transactions		
6225	KNIGHTS OF COLUMBUS					
342	05-393-000-0000-6412		285.18	PAPER DIVE ONP	3000165	FIBER RECOVERY

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
343	05-393-000-0000-6412		PAPER DRIVE OCC	3000165	FIBER RECOVERY
344	05-393-000-0000-6412		OCC	3000165	FIBER RECOVERY
6225	KNIGHTS OF COLUMBUS				
		533.08		3 Transactions	
1241	MADISON NATIONAL LIFE INSURANCE C				
204	05-393-000-0000-2041	19.50	STD PREMIUM		SHORT TERM DISABILITY PAYABLE
			11/01/2017 11/30/2017	0	
193	05-393-000-0000-2050	14.84	LTD PREMIUM		LONG TERM DISABILITY PAYABLE
			11/01/2017 11/30/2017	0	
1241	MADISON NATIONAL LIFE INSURANCE C	34.34		2 Transactions	
3754	MCLEOD SIBLEY HEALTH INSURANCE				
180	05-393-000-0000-2045	1,113.60	MEDICAL PREMIUM		HEALTH INSURANCE PAYABLE
			11/01/2017 11/30/2017	0	
3754	MCLEOD SIBLEY HEALTH INSURANCE	1,113.60		1 Transactions	
1360	MINNESOTA MUTUAL				
155	05-393-000-0000-2049	21.54	LIFE PREMIUM		LIFE INSURANCE PAYABLE
			11/01/2017 11/30/2017	0	
1360	MINNESOTA MUTUAL	21.54		1 Transactions	
4602	PEACE LUTHERAN CHURCH				
350	05-393-000-0000-6412	6.72	OCC	3000166	FIBER RECOVERY
351	05-393-000-0000-6412	12.36	ONP	3000166	FIBER RECOVERY
4602	PEACE LUTHERAN CHURCH	19.08		2 Transactions	
1038	REINER ENTERPRISES INC				
313	05-393-000-0000-6269	1,593.75	RECYCLABLES PICKUP	2798	CONTACTS
310	05-393-000-0000-6269	1,500.00	RECYCLABLES PICKUP	2804	CONTACTS
311	05-393-000-0000-6269	1,500.00	RECYCLABLES PICKUP	2805	CONTACTS
312	05-393-000-0000-6269	1,875.00	RECYCLABLES PICKUP	2810	CONTACTS
1038	REINER ENTERPRISES INC	6,468.75		4 Transactions	
331	ST JOHNS LUTHERAN CHURCH				
356	05-393-000-0000-6412	135.50	OCC	3000168	FIBER RECOVERY
331	ST JOHNS LUTHERAN CHURCH	135.50		1 Transactions	
5326	ULINE				
359	05-393-000-0000-6410	168.15	TIE DOWN K1 STRAPS	91968697	BUILDING AND SAFETY SUPPLIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
5326	ULINE		1 Transactions		
2664	WELLS FARGO BANK NA				
300	05-393-000-0000-6350	382.20	GO BOND FEES	1497574	OTHER SERVICES & CHARGES
2664	WELLS FARGO BANK NA	382.20	1 Transactions		
393	DEPT Total:	41,279.80	MATERIALS RECOVERY FACILITY	16 Vendors	30 Transactions
397	DEPT		HOUSEHOLD HAZARDOUS WASTE		
651	COMMISSIONER OF REVENUE				
227	05-397-000-0000-6259	47.00	OCTOBER USE TAX		RECYCLING
228	05-397-000-0000-6402	2.00	OCTOBER USE TAX		OFFICE SUPPLIES
229	05-397-000-0000-6410	15.00	OCTOBER USE TAX		BUILDING AND SAFETY SUPPLIES
651	COMMISSIONER OF REVENUE	64.00	3 Transactions		
3755	EYE MED				
170	05-397-000-0000-2044	10.40	VISION PREMIUM		VISION INSURANCE PAYABLE
			11/01/2017 11/30/2017	0	
3755	EYE MED	10.40	1 Transactions		
32875	HUTCHINSON UTILITIES COMMISSION				
306	05-397-000-0000-6253	568.77	ELECTRIC	00410076	ELECTRICITY
			10/01/2017 11/01/2017	0	
309	05-397-000-0000-6255	138.87	GAS	00410076	NATURAL GAS
			10/01/2017 11/01/2017	0	
32875	HUTCHINSON UTILITIES COMMISSION	707.64	2 Transactions		
1241	MADISON NATIONAL LIFE INSURANCE C				
205	05-397-000-0000-2041	81.36	STD PREMIUM		SHORT TERM DISABILITY PAYABLE
			11/01/2017 11/30/2017	0	
194	05-397-000-0000-2050	17.70	LTD PREMIUM		LONG TERM DISABILITY PAYABLE
			11/01/2017 11/30/2017	0	
1241	MADISON NATIONAL LIFE INSURANCE C	99.06	2 Transactions		
3754	MCLEOD SIBLEY HEALTH INSURANCE				
181	05-397-000-0000-2045	618.00	MEDICAL PREMIUM		HEALTH INSURANCE PAYABLE
			11/01/2017 11/30/2017	0	
3754	MCLEOD SIBLEY HEALTH INSURANCE	618.00	1 Transactions		

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Vendor	Name		Rpt	Warrant Description	Invoice #	Account/Formula Description
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1360	MINNESOTA MUTUAL					
156	05-397-000-0000-2049		31.30	LIFE PREMIUM		LIFE INSURANCE PAYABLE
				11/01/2017 11/30/2017	0	
1360	MINNESOTA MUTUAL		31.30	1 Transactions		
6456	SURPLUS WAREHOUSE					
358	05-397-000-0000-6259		75.00	RV REFRIGERATORS	2264	RECYCLING
6456	SURPLUS WAREHOUSE		75.00	1 Transactions		
5326	ULINE					
360	05-397-000-0000-6402		438.92	STRAPPING	91968697	OFFICE SUPPLIES
5326	ULINE		438.92	1 Transactions		
397	DEPT Total:		2,044.32	HOUSEHOLD HAZARDOUS WASTE	8 Vendors	12 Transactions
5	Fund Total:		57,400.44	SOLID WASTE FUND		69 Transactions

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
420	DEPT		INCOME MAINTENANCE		
3755	EYE MED				
171	11-420-000-0000-2044		48.32	VISION PREMIUM	VISION INSURANCE PAYABLE
			11/01/2017 11/30/2017	0	
	3755 EYE MED		48.32	1 Transactions	
1241	MADISON NATIONAL LIFE INSURANCE C				
206	11-420-000-0000-2041		329.24	STD PREMIUM	SHORT TERM DISABILITY PAYABLE
			11/01/2017 11/30/2017	0	
195	11-420-000-0000-2050		173.12	LTD PREMIUM	LONG TERM DISABILITY PAYABLE
			11/01/2017 11/30/2017	0	
1241	MADISON NATIONAL LIFE INSURANCE C		502.36	2 Transactions	
3754	MCLEOD SIBLEY HEALTH INSURANCE				
182	11-420-000-0000-2045		8,577.17	MEDICAL PREMIUM	HEALTH INSURANCE PAYABLE
			11/01/2017 11/30/2017	0	
	3754 MCLEOD SIBLEY HEALTH INSURANCE		8,577.17	1 Transactions	
1360	MINNESOTA MUTUAL				
157	11-420-000-0000-2049		529.94	LIFE PREMIUM	LIFE INSURANCE PAYABLE
			11/01/2017 11/30/2017	0	
	1360 MINNESOTA MUTUAL		529.94	1 Transactions	
49020	NEOPOST USA INC				
347	11-420-600-0010-6203		153.60	POSTAL METER RENTAL	COMMUNICATIONS/POSTAGE
			12/05/2017 03/04/2018	55298024 0	
	49020 NEOPOST USA INC		153.60	1 Transactions	
6412	VERIZON WIRELESS				
282	11-420-600-0010-6203		117.24	CELL PHONE USE	COMMUNICATIONS/POSTAGE
			11/03/2017 12/02/2017	58374352-00001 0	
	6412 VERIZON WIRELESS		117.24	1 Transactions	
420	DEPT Total:		9,928.63	INCOME MAINTENANCE	6 Vendors 7 Transactions
430	DEPT			INDIVIDUAL AND FAMILY SOCIAL SERVI	
3755	EYE MED				
172	11-430-000-0000-2044		167.80	VISION PREMIUM	VISION INSURANCE PAYABLE
			11/01/2017 11/30/2017	0	

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
3755	EYE MED		167.80	1 Transactions		
1241	MADISON NATIONAL LIFE INSURANCE C					
207	11-430-000-0000-2041		1,235.64	STD PREMIUM		SHORT TERM DISABILITY PAYABLE
				11/01/2017	11/30/2017	0
196	11-430-000-0000-2050		441.90	LTD PREMIUM		LONG TERM DISABILITY PAYABLE
				11/01/2017	11/30/2017	0
1241	MADISON NATIONAL LIFE INSURANCE C		1,677.54	2 Transactions		
3754	MCLEOD SIBLEY HEALTH INSURANCE					
183	11-430-000-0000-2045		31,038.83	MEDICAL PREMIUM		HEALTH INSURANCE PAYABLE
				11/01/2017	11/30/2017	0
3754	MCLEOD SIBLEY HEALTH INSURANCE		31,038.83	1 Transactions		
1360	MINNESOTA MUTUAL					
158	11-430-000-0000-2049		1,572.16	LIFE PREMIUM		LIFE INSURANCE PAYABLE
				11/01/2017	11/30/2017	0
1360	MINNESOTA MUTUAL		1,572.16	1 Transactions		
49020	NEOPOST USA INC					
348	11-430-700-0010-6203		358.40	POSTAL METER RENTAL	55298024	COMMUNICATIONS/POSTAGE
				12/05/2017	03/04/2018	0
49020	NEOPOST USA INC		358.40	1 Transactions		
6412	VERIZON WIRELESS					
283	11-430-700-0010-6203		273.56	CELL PHONE USE	58374352-00001	COMMUNICATIONS/POSTAGE
				11/03/2017	12/02/2017	0
6412	VERIZON WIRELESS		273.56	1 Transactions		
430	DEPT Total:		35,088.29	INDIVIDUAL AND FAMILY SOCIAL SER	6 Vendors	7 Transactions
11	Fund Total:		45,016.92	HUMAN SERVICE FUND		14 Transactions

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	Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
	No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf # On Behalf of Name
696	DEPT		SWCD		
	4181 ALLSTREAM				
6	21-696-000-0000-6402		206.50	5320E IP PHONE	120388232 OFFICE SUPPLIES
	4181 ALLSTREAM		206.50	1 Transactions	
	5906 CENTURYLINK				
14	21-696-000-0000-6203		151.51	SERVICES	314187619 COMMUNICATIONS
	5906 CENTURYLINK		151.51	1 Transactions	
	3755 EYE MED				
173	21-696-000-0000-2044		14.52	VISION PREMIUM	VISION INSURANCE PAYABLE
				11/01/2017 11/30/2017	0
	3755 EYE MED		14.52	1 Transactions	
	6906 GLENCOE CO OP ASSN				
38	21-696-000-0000-6255		120.91	SNL GAS	NATURAL GAS
	6906 GLENCOE CO OP ASSN		120.91	1 Transactions	
	1241 MADISON NATIONAL LIFE INSURANCE C				
197	21-696-000-0000-2050		4.40	LTD PREMIUM	LONG TERM DISABILITY PAYABLE
				11/01/2017 11/30/2017	0
	1241 MADISON NATIONAL LIFE INSURANCE C		4.40	1 Transactions	
	4186 MARCO				
74	21-696-000-0000-6321		131.73	LEASE AGREEMENT	21536558 MAINTENANCE AGREEMENTS
	4186 MARCO		131.73	1 Transactions	
	3754 MCLEOD SIBLEY HEALTH INSURANCE				
184	21-696-000-0000-2045		1,575.00	MEDICAL PREMIUM	HEALTH INSURANCE PAYABLE
				11/01/2017 11/30/2017	0
	3754 MCLEOD SIBLEY HEALTH INSURANCE		1,575.00	1 Transactions	
	1360 MINNESOTA MUTUAL				
159	21-696-000-0000-2049		15.80	LIFE PREMIUM	LIFE INSURANCE PAYABLE
				11/01/2017 11/30/2017	0
	1360 MINNESOTA MUTUAL		15.80	1 Transactions	
696	DEPT Total:		2,220.37	SWCD	8 Vendors 8 Transactions

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21 SWCD FUND

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
697	DEPT			DRAINAGE INSPECTOR		
1241	MADISON NATIONAL LIFE INSURANCE C					
208	21-697-000-0000-2041		37.70	STD PREMIUM		SHORT TERM DISABILITY PAYABLE
				11/01/2017 11/30/2017	0	
198	21-697-000-0000-2050		25.52	LTD PREMIUM		LONG TERM DISABILITY PAYABLE
				11/01/2017 11/30/2017	0	
1241	MADISON NATIONAL LIFE INSURANCE C		63.22	2 Transactions		
3754	MCLEOD SIBLEY HEALTH INSURANCE					
185	21-697-000-0000-2045		582.00	MEDICAL PREMIUM		HEALTH INSURANCE PAYABLE
				11/01/2017 11/30/2017	0	
3754	MCLEOD SIBLEY HEALTH INSURANCE		582.00	1 Transactions		
1360	MINNESOTA MUTUAL					
160	21-697-000-0000-2049		9.00	LIFE PREMIUM		LIFE INSURANCE PAYABLE
				11/01/2017 11/30/2017	0	
1360	MINNESOTA MUTUAL		9.00	1 Transactions		
697	DEPT Total:		654.22	DRAINAGE INSPECTOR	3 Vendors	4 Transactions
21	Fund Total:		2,874.59	SWCD FUND		12 Transactions

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25 SPECIAL REVENUE FUND

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Vendor Name		Rpt	Warrant Description		Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
220	DEPT			BOAT & WATER SAFETY-GRANT		
1360	MINNESOTA MUTUAL					
161	25-220-000-0000-2049		1.85	LIFE PREMIUM		Life Insurance Payable
				11/01/2017 11/30/2017	0	
1360	MINNESOTA MUTUAL		1.85	1 Transactions		
220	DEPT Total:		1.85	BOAT & WATER SAFETY-GRANT	1 Vendors	1 Transactions
614	DEPT			WETLANDS ADMINISTRATION-GRANT		
4158	HP INC					
43	25-614-000-0000-6612		375.00	LCD MONITORS	59060587	Capital - \$100-\$5,000 (Inventory)
44	25-614-000-0000-6612		250.00	LCD MONITORS	59115957	Capital - \$100-\$5,000 (Inventory)
4158	HP INC		625.00	2 Transactions		
2589	SHI INTERNATIONAL CORP					
123	25-614-000-0000-6612		577.00	THINKCENTRE M910S	B07066326	Capital - \$100-\$5,000 (Inventory)
124	25-614-000-0000-6612		577.00	THINKCENTRE M910S	B07095482	Capital - \$100-\$5,000 (Inventory)
2589	SHI INTERNATIONAL CORP		1,154.00	2 Transactions		
614	DEPT Total:		1,779.00	WETLANDS ADMINISTRATION-GRANT	2 Vendors	4 Transactions
807	DEPT			DESIGNATED FOR CAPITAL ASSETS		
2393	NORIX GROUP INC					
108	25-807-000-0000-6610		144.40	TOWEL HOOKS-ADA SHOWER	INV66640	Capital - Over \$5,000 (Fixed Assets)
2393	NORIX GROUP INC		144.40	1 Transactions		
807	DEPT Total:		144.40	DESIGNATED FOR CAPITAL ASSETS	1 Vendors	1 Transactions
886	DEPT			COUNTY FEEDLOT PROGRAM		
3754	MCLEOD SIBLEY HEALTH INSURANCE					
186	25-886-000-0000-2045		515.00	MEDICAL PREMIUM		Health Insurance Payable
				11/01/2017 11/30/2017	0	
3754	MCLEOD SIBLEY HEALTH INSURANCE		515.00	1 Transactions		
886	DEPT Total:		515.00	COUNTY FEEDLOT PROGRAM	1 Vendors	1 Transactions
25	Fund Total:		2,440.25	SPECIAL REVENUE FUND		7 Transactions

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41 CAPITAL PROJECTS FUND

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<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
3	DEPT			COUNTY WIDE		
2664	WELLS FARGO BANK NA					
299	41-003-000-0000-6350		96.15	GO BOND FEES	1497574	Other Services & Charges
2664	WELLS FARGO BANK NA		96.15	1 Transactions		
3	DEPT Total:		96.15	COUNTY WIDE	1 Vendors	1 Transactions
805	DEPT			CAPITAL IMPROVEMENT PLAN 2014		
2664	WELLS FARGO BANK NA					
301	41-805-000-0000-6350		271.65	GO BOND FEES	1497574	OTHER SERVICES & CHARGES
2664	WELLS FARGO BANK NA		271.65	1 Transactions		
805	DEPT Total:		271.65	CAPITAL IMPROVEMENT PLAN 2014	1 Vendors	1 Transactions
41	Fund Total:		367.80	CAPITAL PROJECTS FUND		2 Transactions

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
848	DEPT		WIC PEER GRANT		
3755	EYE MED				
174	82-848-000-0000-2044	0.94	VISION PREMIUM		VISION INSURANCE PAYABLE
			11/01/2017 11/30/2017	0	
	3755 EYE MED	0.94	1 Transactions		
1241	MADISON NATIONAL LIFE INSURANCE C				
199	82-848-000-0000-2050	1.94	LTD PREMIUM		LONG TERM DISABILITY PAYABLE
			11/01/2017 11/30/2017	0	
	1241 MADISON NATIONAL LIFE INSURANCE C	1.94	1 Transactions		
3754	MCLEOD SIBLEY HEALTH INSURANCE				
187	82-848-000-0000-2045	51.45	MEDICAL PREMIUM		HEALTH INSURANCE PAYABLE
			11/01/2017 11/30/2017	0	
	3754 MCLEOD SIBLEY HEALTH INSURANCE	51.45	1 Transactions		
1360	MINNESOTA MUTUAL				
162	82-848-000-0000-2049	0.36	LIFE PREMIUM		LIFE INSURANCE PAYABLE
			11/01/2017 11/30/2017	0	
	1360 MINNESOTA MUTUAL	0.36	1 Transactions		
848	DEPT Total:	54.69	WIC PEER GRANT	4 Vendors	4 Transactions
849	DEPT		IMMUNIZATION GRANT		
222	MEEKER COUNTY TREASURER				
97	82-849-000-0000-6850	2,000.00	IMMUN IPI		Collections For Other Agencies
			07/01/2017 09/30/2017	0	
	222 MEEKER COUNTY TREASURER	2,000.00	1 Transactions		
314	SIBLEY COUNTY TREASURER				
125	82-849-000-0000-6850	2,000.00	IMMUNIZATION		Collections For Other Agencies
			07/01/2017 09/30/2017	0	
	314 SIBLEY COUNTY TREASURER	2,000.00	1 Transactions		
849	DEPT Total:	4,000.00	IMMUNIZATION GRANT	2 Vendors	2 Transactions
852	DEPT		PROJECT HARMONY GRANT		
6412	VERIZON WIRELESS				

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
288	82-852-000-0000-6203		CELL PHONE USE	58374352-00001	Communications
		68.60	11/03/2017 12/02/2017	0	
6412	VERIZON WIRELESS	68.60	1 Transactions		
852	DEPT Total:	68.60	PROJECT HARMONY GRANT	1 Vendors	1 Transactions
853	DEPT		LOCAL PUBLIC HEALTH GRANT		
1241	MADISON NATIONAL LIFE INSURANCE C				
209	82-853-000-0000-2041	46.40	STD PREMIUM		SHORT TERM DISABILITY PAYABLE
			11/01/2017 11/30/2017	0	
200	82-853-000-0000-2050	30.80	LTD PREMIUM		LONG TERM DISABILITY PAYABLE
			11/01/2017 11/30/2017	0	
1241	MADISON NATIONAL LIFE INSURANCE C	77.20	2 Transactions		
3754	MCLEOD SIBLEY HEALTH INSURANCE				
188	82-853-000-0000-2045	1,060.00	MEDICAL PREMIUM		HEALTH INSURANCE PAYABLE
			11/01/2017 11/30/2017	0	
3754	MCLEOD SIBLEY HEALTH INSURANCE	1,060.00	1 Transactions		
222	MEEKER COUNTY TREASURER				
290	82-853-000-0000-6855	11,515.60	3RD QTR LPH 2017		CHS
291	82-853-000-0000-6859	9,883.12	2ND & 3RD QTR MCH 2017		MCH
292	82-853-000-0000-6860	483.25	3RD QTR FAP 2017		FOLLOW ALONG PROGRAM
289	82-853-000-0000-6871	6,261.76	3RD QTR TANF 2017		TANF
222	MEEKER COUNTY TREASURER	28,143.73	4 Transactions		
1360	MINNESOTA MUTUAL				
163	82-853-000-0000-2049	74.98	LIFE PREMIUM		LIFE INSURANCE PAYABLE
			11/01/2017 11/30/2017	0	
1360	MINNESOTA MUTUAL	74.98	1 Transactions		
314	SIBLEY COUNTY TREASURER				
295	82-853-000-0000-6855	8,668.84	3RD QTR LPH 2017		CHS
296	82-853-000-0000-6859	6,521.14	2ND & 3RD QTR MCH 2017		MCH
297	82-853-000-0000-6860	483.25	3RD QTR FAP 2017		FOLLOW ALONG PROGRAM
294	82-853-000-0000-6871	4,186.13	3RD QTR TANF 2017		TANF
314	SIBLEY COUNTY TREASURER	19,859.36	4 Transactions		

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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Vendor Name		Rpt	Warrant Description		Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
853	DEPT Total:		49,215.27	LOCAL PUBLIC HEALTH GRANT	5 Vendors	12 Transactions
854	DEPT			WIC		
3755	EYE MED					
175	82-854-000-0000-2044		4.26	VISION PREMIUM 11/01/2017 11/30/2017	0	VISION INSURANCE PAYABLE
	3755 EYE MED		4.26	1 Transactions		
1241	MADISON NATIONAL LIFE INSURANCE C					
201	82-854-000-0000-2050		8.56	LTD PREMIUM 11/01/2017 11/30/2017	0	LONG TERM DISABILITY PAYABLE
	1241 MADISON NATIONAL LIFE INSURANCE C		8.56	1 Transactions		
3754	MCLEOD SIBLEY HEALTH INSURANCE					
189	82-854-000-0000-2045		233.55	MEDICAL PREMIUM 11/01/2017 11/30/2017	0	HEALTH INSURANCE PAYABLE
	3754 MCLEOD SIBLEY HEALTH INSURANCE		233.55	1 Transactions		
1360	MINNESOTA MUTUAL					
164	82-854-000-0000-2049		1.54	LIFE PREMIUM 11/01/2017 11/30/2017	0	LIFE INSURANCE PAYABLE
	1360 MINNESOTA MUTUAL		1.54	1 Transactions		
854	DEPT Total:		247.91	WIC	4 Vendors	4 Transactions
862	DEPT			SHIP		
222	MEEKER COUNTY TREASURER					
293	82-862-000-0000-6850		5,630.82	AUGUST SHIP 2017		Collections For Other Agencies
	222 MEEKER COUNTY TREASURER		5,630.82	1 Transactions		
314	SIBLEY COUNTY TREASURER					
298	82-862-000-0000-6850		3,541.12	AUGUST SHIP 2017		Collections For Other Agencies
	314 SIBLEY COUNTY TREASURER		3,541.12	1 Transactions		
862	DEPT Total:		9,171.94	SHIP	2 Vendors	2 Transactions
866	DEPT			EMERGENCY PREPAREDNESS TO BIOTER		
6412	VERIZON WIRELESS					

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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Vendor Name		Rpt	Warrant Description		Invoice #	Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates		Paid On Bhf #	On Behalf of Name
286	82-866-000-0000-6203		93.31	CELL PHONE USE		58374352-00001	COMMUNICATIONS
				11/03/2017	12/02/2017	0	
6412	VERIZON WIRELESS		93.31	1 Transactions			
866	DEPT Total:		93.31	EMERGENCY PREPAREDNESS TO BIOTI		1 Vendors	1 Transactions
82	Fund Total:		62,851.72	COMMUNITY HEALTH SERVICE			26 Transactions

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86 TRUST & AGENCY FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
833	DEPT		MORTGAGE REGISTRY TAX		
	1004 MINNESOTA DEPARTMENT OF REVENUE				
271	86-833-000-0000-6850	37,826.53	OCTOBER MTG REG		Collections For Other Agencies
	1004 MINNESOTA DEPARTMENT OF REVENUE	37,826.53	1 Transactions		
833	DEPT Total:	37,826.53	MORTGAGE REGISTRY TAX	1 Vendors	1 Transactions
834	DEPT		DEED TAX		
	1004 MINNESOTA DEPARTMENT OF REVENUE				
272	86-834-000-0000-6850	44,944.21	OCTOBER DEED TAX		Collections For Other Agencies
	1004 MINNESOTA DEPARTMENT OF REVENUE	44,944.21	1 Transactions		
834	DEPT Total:	44,944.21	DEED TAX	1 Vendors	1 Transactions
935	DEPT		REAL ESTATE ASSURANCE-REGISTERED		
	3411 COMMISSIONER OF FINANCE				
230	86-935-000-0000-6850	244.50	REGISTERED LAND		Collections For Other Agencies
			10/01/2017 10/31/2017	0	
	3411 COMMISSIONER OF FINANCE	244.50	1 Transactions		
935	DEPT Total:	244.50	REAL ESTATE ASSURANCE-REGISTERE	1 Vendors	1 Transactions
939	DEPT		STATE SURCHARGE 3%		
	3411 COMMISSIONER OF FINANCE				
231	86-939-000-0000-6850	6,457.50	REGISTRARS FEES		Collections For Other Agencies
			10/01/2017 10/31/2017	0	
	3411 COMMISSIONER OF FINANCE	6,457.50	1 Transactions		
939	DEPT Total:	6,457.50	STATE SURCHARGE 3%	1 Vendors	1 Transactions
940	DEPT		VITAL RECORDS SURCHARGE-BIRTH&D		
	3411 COMMISSIONER OF FINANCE				
232	86-940-000-0000-6850	1,788.00	BIRTH/DEATH SURCHARGE		Collections For Other Agencies
			10/01/2017 10/31/2017	0	
	3411 COMMISSIONER OF FINANCE	1,788.00	1 Transactions		

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86 TRUST & AGENCY FUND

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Vendor Name		Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
940	DEPT Total:		VITAL RECORDS SURCHARGE-BIRTH&	1 Vendors	1 Transactions
950	DEPT		BIRTH RECORD SURCHARGE		
3411	COMMISSIONER OF FINANCE				
233	86-950-000-0000-6850	1,210.00	BIRTH RECORD SURCHARGE		Collections For Other Agencies
			10/01/2017 10/31/2017	0	
	3411 COMMISSIONER OF FINANCE	1,210.00	1 Transactions		
950	DEPT Total:	1,210.00	BIRTH RECORD SURCHARGE	1 Vendors	1 Transactions
952	DEPT		CHILDREN'S TRUST FUND SURCHARGE-		
3411	COMMISSIONER OF FINANCE				
234	86-952-000-0000-6850	363.00	CHILDREN SURCHARGE		Collections For Other Agencies
			10/01/2017 10/31/2017	0	
	3411 COMMISSIONER OF FINANCE	363.00	1 Transactions		
952	DEPT Total:	363.00	CHILDREN'S TRUST FUND SURCHARGE	1 Vendors	1 Transactions
954	DEPT		MARRIAGE LICENSE		
3411	COMMISSIONER OF FINANCE				
235	86-954-000-0000-6850	660.00	MARR LIC SURCHARGE		Collections For Other Agencies
			10/01/2017 10/31/2017	0	
236	86-954-000-0000-6850	48.00	MARR LIC SUPRVD VISIT		Collections For Other Agencies
			10/01/2017 10/31/2017	0	
237	86-954-000-0000-6850	32.00	MARR LIC/MN ENABLE		Collections For Other Agencies
			10/01/2017 10/31/2017	0	
238	86-954-000-0000-6850	300.00	MARR LIC/DISPL HOME REG		Collections For Other Agencies
			10/01/2017 10/31/2017	0	
239	86-954-000-0000-6850	40.00	MARR LIC/HEALTHY MARR		Collections For Other Agencies
			10/01/2017 10/31/2017	0	
240	86-954-000-0000-6850	60.00	MARR LIC/COUPLES ON BRINK		Collections For Other Agencies
			10/01/2017 10/31/2017	0	
	3411 COMMISSIONER OF FINANCE	1,140.00	6 Transactions		
954	DEPT Total:	1,140.00	MARRIAGE LICENSE	1 Vendors	6 Transactions
956	DEPT		SALES TAX		
651	COMMISSIONER OF REVENUE				

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86 TRUST & AGENCY FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
211	86-956-000-0000-6850		OCTOBER SALES TAX (25,047)		Collections For Other Agencies
651	COMMISSIONER OF REVENUE		1 Transactions		
956	DEPT Total:	1,722.00	SALES TAX	1 Vendors	1 Transactions
965	DEPT		HUTCHINSON CITY LODGING TAX 3%		
134	CITY OF HUTCHINSON				
241	86-965-000-0000-6850	1.44	OCTOBER LODGING TAX		Collections For Other Agencies
134	CITY OF HUTCHINSON	1.44	1 Transactions		
965	DEPT Total:	1.44	HUTCHINSON CITY LODGING TAX 3%	1 Vendors	1 Transactions
966	DEPT		HUTCHINSON CITY SALES TAX		
651	COMMISSIONER OF REVENUE				
210	86-966-000-0000-6850	17.00	OCTOBER HUTCHINSON TAX (3,400)		Collections For Other Agencies
651	COMMISSIONER OF REVENUE	17.00	1 Transactions		
966	DEPT Total:	17.00	HUTCHINSON CITY SALES TAX	1 Vendors	1 Transactions
975	DEPT		DNR CLEARING ACCOUNT		
509	MINNESOTA DNR				
150	86-975-000-0000-6850	402.50	DNR		Collections For Other Agencies
			11/07/2017 11/13/2017	0	
509	MINNESOTA DNR	402.50	1 Transactions		
975	DEPT Total:	402.50	DNR CLEARING ACCOUNT	1 Vendors	1 Transactions
86	Fund Total:	96,116.68	TRUST & AGENCY FUND		17 Transactions
	Final Total:	500,513.44	189 Vendors	370 Transactions	

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
1	189,064.63	GENERAL REVENUE FUND	
3	44,380.41	ROAD & BRIDGE FUND	
5	57,400.44	SOLID WASTE FUND	
11	45,016.92	HUMAN SERVICE FUND	
21	2,874.59	SWCD FUND	
25	2,440.25	SPECIAL REVENUE FUND	
41	367.80	CAPITAL PROJECTS FUND	
82	62,851.72	COMMUNITY HEALTH SERVICE	
86	96,116.68	TRUST & AGENCY FUND	
All Funds	500,513.44	Total	Approved by,
		
		

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES



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2 - Department (Totals by Dept) 2 - Page Break by Dept
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

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1 GENERAL REVENUE FUND

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	<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
0	DEPT			...			
210	4187	COAST PROFESSIONAL INC		317.84	GARNISHMENT	683730	GARNISHMENTS PAYABLE
		01-000-000-0000-2055			10/29/2017 11/11/2017	0	
	4187	COAST PROFESSIONAL INC		317.84	1 Transactions		
212	3028	MINNESOTA CHILD SUPPORT PAYMENT		317.48	CHILD SUPPORT	001124208702	CHILD SUPPORT GARNISHMENT PAYABLE
		01-000-000-0000-2056			10/29/2017 11/11/2017	0	
214		01-000-000-0000-2056		117.67	CHILD SUPPORT	001436294701	CHILD SUPPORT GARNISHMENT PAYABLE
					10/29/2017 11/11/2017	0	
211		01-000-000-0000-2056		257.96	CHILD SUPPORT	001447664801	CHILD SUPPORT GARNISHMENT PAYABLE
					10/29/2017 11/11/2017	0	
213		01-000-000-0000-2056		130.13	CHILD SUPPORT	001499730601	CHILD SUPPORT GARNISHMENT PAYABLE
					10/29/2017 11/11/2017	0	
215		01-000-000-0000-2056		329.48	CHILD SUPPORT	001530953002	CHILD SUPPORT GARNISHMENT PAYABLE
					10/29/2017 11/11/2017	0	
	3028	MINNESOTA CHILD SUPPORT PAYMENT		1,152.72	5 Transactions		
98	963	MINNESOTA STATE AUDITOR		455.00	AUDIT ENDING 12/31/2016	68800	UNALLOCATED DITCH EXPENSES
		01-000-000-0000-2091			08/09/2017 10/31/2017	0	
	963	MINNESOTA STATE AUDITOR		455.00	1 Transactions		
183	1969	SUN LIFE FINANCIAL		4,855.75	DENTAL PREMIUM	C247239	DENTAL INSURANCE PAYABLE
		01-000-000-0000-2051			11/01/2017 11/30/2017	0	
184		01-000-000-0000-2054		330.00	DENTAL PREMIUM	C247239	COBRA DENTAL INSURANCE PAYABLE
					11/01/2017 11/30/2017	0	
	1969	SUN LIFE FINANCIAL		5,185.75	2 Transactions		
0	DEPT Total:			7,111.31	...	4 Vendors	9 Transactions
5	DEPT				BOARD OF COUNTY COMMISSIONERS		
49	1909	MADDEN GALANTER HANSEN LLP		1,082.84	LEGAL SVC LABOR RELATIONS		LEGAL SERVICES
		01-005-000-0000-6263			10/01/2017 10/31/2017	0	
	1909	MADDEN GALANTER HANSEN LLP		1,082.84	1 Transactions		

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Vendor Name		Rpt	Warrant Description		Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
5	DEPT Total:		1,082.84	BOARD OF COUNTY COMMISSIONERS	1 Vendors	1 Transactions
13	DEPT			COURT ADMINISTRATOR'S		
4583	JONES LAW OFFICE					
29	01-013-000-0000-6273		52.50	COURT APPT D BAYERL 13772	17479	COURT APPT ATTY-OTHER
28	01-013-000-0000-6273		30.00	COURT APPT C MURTHA P5-03-986	17496	COURT APPT ATTY-OTHER
4583	JONES LAW OFFICE		82.50	2 Transactions		
3146	MELCHERT HUBERT SJODIN PLLP					
62	01-013-000-0000-6273		37.50	COURT APPT SAM FA-10-677	135070	COURT APPT ATTY-OTHER
69	01-013-000-0000-6272		202.50	COURT APPT AD/JS JV-17-67	135077	COURT APPT ATTY-DEP/NEG/TER
70	01-013-000-0000-6272		60.00	COURT APPT HM/AJ/JB JV-16-201	135098	COURT APPT ATTY-DEP/NEG/TER
66	01-013-000-0000-6272		67.50	COURT APPT JO/SB JV-14-255	135101	COURT APPT ATTY-DEP/NEG/TER
63	01-013-000-0000-6273		240.00	COURT APPT JL FA-09-1622	135106	COURT APPT ATTY-OTHER
64	01-013-000-0000-6273		112.50	COURT APPT CNH FA-16-1631	135107	COURT APPT ATTY-OTHER
68	01-013-000-0000-6272		637.50	COURT APPT AD/MS/GM JV-17-203	135110	COURT APPT ATTY-DEP/NEG/TER
65	01-013-000-0000-6273		240.00	COURT APPT DLC FA-08-1214	135111	COURT APPT ATTY-OTHER
67	01-013-000-0000-6272		750.00	COURT APPT RB/DJ/JL JV-17-230	135112	COURT APPT ATTY-DEP/NEG/TER
3146	MELCHERT HUBERT SJODIN PLLP		2,347.50	9 Transactions		
6440	MELCHERT HUBERT SJODIN PLLP					
74	01-013-000-0000-6272		135.00	COURT APPT KO/MO JV-16-228	134929	COURT APPT ATTY-DEP/NEG/TER
71	01-013-000-0000-6273		112.50	COURT APPT JW FA-10-1280	135008	COURT APPT ATTY-OTHER
82	01-013-000-0000-6272		315.00	COURT APPT GS/JS JV-16-225	135015	COURT APPT ATTY-DEP/NEG/TER
81	01-013-000-0000-6272		787.50	CRT APPT AS/DB/JJ JV-16-209/17	135021	COURT APPT ATTY-DEP/NEG/TER
78	01-013-000-0000-6272		300.00	COURT APPT TP/JW/JW JV-17-98	135027	COURT APPT ATTY-DEP/NEG/TER
80	01-013-000-0000-6272		615.00	CRT APPT PJ/JH JV-16-88/17-209	135028	COURT APPT ATTY-DEP/NEG/TER
79	01-013-000-0000-6272		75.00	COURT APPT DG FA-17-1008	135029	COURT APPT ATTY-DEP/NEG/TER
76	01-013-000-0000-6272		337.50	COURT APPT MK/MN/LK/JH JV-17-5	135034	COURT APPT ATTY-DEP/NEG/TER
77	01-013-000-0000-6272		172.50	COURT APPT AB/AB JV-17-181	135036	COURT APPT ATTY-DEP/NEG/TER
75	01-013-000-0000-6272		1,575.00	COURT APPT CS/JN/DW JV-17-200	135079	COURT APPT ATTY-DEP/NEG/TER
90	01-013-000-0000-6272		60.00	COURT APPT SV/KV JV-15-68	135194	COURT APPT ATTY-DEP/NEG/TER
89	01-013-000-0000-6272		255.00	COURT APPT MH/JH JV-17-172	135196	COURT APPT ATTY-DEP/NEG/TER
88	01-013-000-0000-6272		307.50	COURT APPT CF/WF/ JV-17-233	135204	COURT APPT ATTY-DEP/NEG/TER
86	01-013-000-0000-6272		105.00	COURT APPT EW/JW/SJ JV-17-66	135205	COURT APPT ATTY-DEP/NEG/TER
91	01-013-000-0000-6272		180.00	COURT APPT RH/LH JV-12-2015	135209	COURT APPT ATTY-DEP/NEG/TER
87	01-013-000-0000-6272		135.00	COURT APPT PH JV-17-113	135212	COURT APPT ATTY-DEP/NEG/TER
85	01-013-000-0000-6272		300.00	COURT APPT MA/NP JV-16-175	135216	COURT APPT ATTY-DEP/NEG/TER
84	01-013-000-0000-6272		15.00	COURT APPT JR/MR JV-16-118	135222	COURT APPT ATTY-DEP/NEG/TER

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
72	01-013-000-0000-6273		COURT APPT AA PR-16-350	135273	COURT APPT ATTY-OTHER
83	01-013-000-0000-6272		COURT APPT DW/WS JV-17-212	135279	COURT APPT ATTY-DEP/NEG/TER
92	01-013-000-0000-6272		COURT APPT LN/ZK/SP JV-17-188	135280	COURT APPT ATTY-DEP/NEG/TER
73	01-013-000-0000-6273		COURT APPT KH P5-03-1524	135282	COURT APPT ATTY-OTHER
6440	MELCHERT HUBERT SJODIN PLLP	7,206.33	22 Transactions		
377	THE LAW OFFICE OF TROY A SCOTTING				
128	01-013-000-0000-6273	15.00	COURT APPOINT	FA-07-2679	COURT APPT ATTY-OTHER
124	01-013-000-0000-6273	15.00	COURT APPOINT	FA-08-1799	COURT APPT ATTY-OTHER
127	01-013-000-0000-6273	30.00	COURT APPOINT	FA-10-734	COURT APPT ATTY-OTHER
125	01-013-000-0000-6273	15.00	COURT APPOINT	FA-12-247	COURT APPT ATTY-OTHER
126	01-013-000-0000-6273	15.00	COURT APPOINT	FA-17-1720	COURT APPT ATTY-OTHER
118	01-013-000-0000-6272	97.50	COURTA PPOINT SG/ES	JV-16-161	COURT APPT ATTY-DEP/NEG/TER
121	01-013-000-0000-6272	390.00	COURT APPOINT AS/JJ/DB	JV-16-209	COURT APPT ATTY-DEP/NEG/TER
119	01-013-000-0000-6272	15.00	COURT APPOINT GS/JS	JV-16-225	COURT APPT ATTY-DEP/NEG/TER
120	01-013-000-0000-6272	37.50	COURT APPOINT LN/ZK/SP	JV-17-188	COURT APPT ATTY-DEP/NEG/TER
122	01-013-000-0000-6272	97.50	COURT APPOINT PJ/JH	JV-17-208	COURT APPT ATTY-DEP/NEG/TER
117	01-013-000-0000-6272	15.00	COURT APPOINT EW/JW/SJ	JV-17-66	COURT APPT ATTY-DEP/NEG/TER
123	01-013-000-0000-6272	150.00	COURT APPOINT RD/GL	JV-17-72	COURT APPT ATTY-DEP/NEG/TER
377	THE LAW OFFICE OF TROY A SCOTTING	892.50	12 Transactions		
13	DEPT Total:	10,528.83	COURT ADMINISTRATOR'S	4 Vendors	45 Transactions
31	DEPT		COUNTY ADMINISTRATOR'S		
91	FRANKLIN PRINTING INC				
17	01-031-000-0000-6402	9.58	12X12 CARDSTOCK	4855	OFFICE SUPPLIES
91	FRANKLIN PRINTING INC	9.58	1 Transactions		
31	DEPT Total:	9.58	COUNTY ADMINISTRATOR'S	1 Vendors	1 Transactions
41	DEPT		COUNTY AUDITOR-TREASURER'S		
963	MINNESOTA STATE AUDITOR				
96	01-041-000-0000-6269	5,147.00	AUDIT ENDING 12/31/2016	68797	CONTRACTS
			09/06/2017 10/31/2017	0	
963	MINNESOTA STATE AUDITOR	5,147.00	1 Transactions		
41	DEPT Total:	5,147.00	COUNTY AUDITOR-TREASURER'S	1 Vendors	1 Transactions

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	<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
65	DEPT				INFORMATION TECHNOLOGY		
	5362	GRAYBAR					
161		01-065-000-0000-6404		280.78	FIBER TESTER CABLES&ADAPTER	9300832603	COMPUTER SUPPLIES
164		01-065-000-0000-6404		436.29	CONNECTORS FOR FIBER TEST KITS	9300832604	COMPUTER SUPPLIES
162		01-065-000-0000-6612		1,723.46	ONESHOT PRO KIT FIBER TESTER	9300832604	CAPITAL - \$100-\$5,000 (INVENTORY)
163		01-065-000-0000-6612		2,008.54	SIMPLIFIBER PRO KIT FIBER TEST	9300832604	CAPITAL - \$100-\$5,000 (INVENTORY)
165		01-065-000-0000-6612		3,618.84	FIBER QUICKMAP WITH POWER	9301033242	CAPITAL - \$100-\$5,000 (INVENTORY)
	5362	GRAYBAR		8,067.91	5 Transactions		
65	DEPT Total:			8,067.91	INFORMATION TECHNOLOGY	1 Vendors	5 Transactions
77	DEPT				COUNTY INSURANCE		
	908	MINNESOTA COUNTIES INTERGOVERN					
95		01-077-000-0000-6810		2,113.87	DEDUCTABLE FOR CLAIM	13PE0375	REFUNDS AND REIMBURSEMENTS
94		01-077-000-0000-6810		1,000.00	DEDUCTABLE FOR CLAIM	17GL0147	REFUNDS AND REIMBURSEMENTS
	908	MINNESOTA COUNTIES INTERGOVERN		3,113.87	2 Transactions		
77	DEPT Total:			3,113.87	COUNTY INSURANCE	1 Vendors	2 Transactions
91	DEPT				COUNTY ATTORNEY'S		
	1042	MARIPOSA PUBLISHING					
50		01-091-000-0000-6450		201.00	SECRETARY HANDBOOKS		SUBSCRIPTIONS
	1042	MARIPOSA PUBLISHING		201.00	1 Transactions		
	60963	SEVEN COUNTY PROCESS SERVERS LLC					
111		01-091-000-0000-6350		165.00	SVC OF DOC	20171771	OTHER SERVICES & CHARGES
	60963	SEVEN COUNTY PROCESS SERVERS LLC		165.00	1 Transactions		
	358	WEST PAYMENT CENTER					
141		01-091-000-0000-6203		1,076.92	WESTLAW	837088310	COMMUNICATIONS
142		01-091-000-0000-6450		513.14	BOOKS PAMPHLETS CDS	837172485	SUBSCRIPTIONS
	358	WEST PAYMENT CENTER		1,590.06	2 Transactions		
91	DEPT Total:			1,956.06	COUNTY ATTORNEY'S	3 Vendors	4 Transactions
103	DEPT				COUNTY ASSESSOR'S		
	91	FRANKLIN PRINTING INC					
18		01-103-000-0000-6402		202.64	OFFICE SUPPLIES	6141	OFFICE SUPPLIES

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Vendor Name		Rpt	Warrant Description		Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
91	FRANKLIN PRINTING INC		202.64	1 Transactions		
137	HUTCHINSON LEADER					
21	01-103-000-0000-6450		75.00	SUBSCRIPTION	2014479	SUBSCRIPTIONS
137	HUTCHINSON LEADER		75.00	1 Transactions		
103	DEPT Total:		277.64	COUNTY ASSESSOR'S	2 Vendors	2 Transactions
111	DEPT			COURTHOUSE BUILDING		
253	LIGHT & POWER COMMISSION					
43	01-111-000-0000-6253		15.80	ELECTRIC GARAGE	07-814100-00	ELECTRICITY
				10/02/2017 11/01/2017	0	
39	01-111-000-0000-6253		7,845.94	ELECTRIC CH	13-857000-00	ELECTRICITY
				10/02/2017 11/01/2017	0	
40	01-111-000-0000-6257		1,864.00	SEWER WATER	13-857000-00	SEWER, WATER AND GARBAGE
				10/02/2017 11/01/2017	0	
253	LIGHT & POWER COMMISSION		9,725.74	3 Transactions		
4256	MARX SMALL ENGINE					
52	01-111-000-0000-6303		62.05	SERVICE JD LAWN MOWER	10177	REPAIR AND MAINTENANCE SERVICES
4256	MARX SMALL ENGINE		62.05	1 Transactions		
4427	NEUBARTH LAWN CARE & LANDSCAPING					
99	01-111-000-0000-6303		20.00	SPREAD SALT CH	12490	REPAIR AND MAINTENANCE SERVICES
				11/10/2017 11/10/2017	0	
4427	NEUBARTH LAWN CARE & LANDSCAPING		20.00	1 Transactions		
111	DEPT Total:		9,807.79	COURTHOUSE BUILDING	3 Vendors	5 Transactions
112	DEPT			NORTH COMPLEX BUILDING		
10326	AMAZON					
1	01-112-000-0000-6425		61.98	4 SIDED AIR DIVERTER	UZNWHBPNSZN	REPAIR AND MAINTENANCE SUPPLIES
10326	AMAZON		61.98	1 Transactions		
253	LIGHT & POWER COMMISSION					
44	01-112-000-0000-6253		1,755.07	ELECTIC NC	15-800100-00	ELECTRICITY
				10/02/2017 11/01/2017	0	
45	01-112-000-0000-6257		641.73	SEWER WATER NC	15-800100-00	SEWER, WATER AND GARBAGE

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No. Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
253 LIGHT & POWER COMMISSION		10/02/2017 11/01/2017	0	
		2 Transactions		
112 DEPT Total:		2,458.78 NORTH COMPLEX BUILDING	2 Vendors	3 Transactions
116 DEPT		HEALTH AND HUMAN SERVICES BUILDII		
253 LIGHT & POWER COMMISSION				
37 01-116-000-0000-6253		1,519.30 ELECTRIC HHS	02-803800-00	ELECTRICITY
		10/02/2017 11/01/2017	0	
38 01-116-000-0000-6257		768.60 SEWER WATER	02-803800-00	SEWER, WATER AND GARGABE REMOVAL
		10/02/2017 11/01/2017	0	
41 01-116-000-0000-6253		373.84 ELECTRIC ANNEX	14-899800-00	ELECTRICITY
		10/02/2017 11/01/2017	0	
42 01-116-000-0000-6257		137.76 SEWER WATER ANNEX	14-899800-00	SEWER, WATER AND GARGABE REMOVAL
		10/02/2017 11/01/2017	0	
253 LIGHT & POWER COMMISSION		2,799.50	4 Transactions	
116 DEPT Total:		2,799.50 HEALTH AND HUMAN SERVICES BUILDI	1 Vendors	4 Transactions
117 DEPT		FAIRGROUNDS		
6009 INNOVATIVE OFFICE SOLUTIONS LLC				
22 01-117-000-0000-6402		93.73 LANYARDS/MAT/KEYTAGS/COILS	IN1820324	OFFICE SUPPLIES
6009 INNOVATIVE OFFICE SOLUTIONS LLC		93.73	1 Transactions	
5555 L & P SUPPLY COMPANY INC				
33 01-117-000-0000-6612		4,183.34 TS GATOR	182579	CAPITAL - \$100-\$5,000 (INVENTORY)
34 01-117-000-0000-6425		9.29 OIL	185414	REPAIR AND MAINTENANCE SUPPLIES
5555 L & P SUPPLY COMPANY INC		4,192.63	2 Transactions	
117 DEPT Total:		4,286.36 FAIRGROUNDS	2 Vendors	3 Transactions
121 DEPT		VETERAN SERVICES		
6009 INNOVATIVE OFFICE SOLUTIONS LLC				
25 01-121-000-0000-6402		34.10 OFFICE SUPPLIES	IN1826908	OFFICE SUPPLIES
6009 INNOVATIVE OFFICE SOLUTIONS LLC		34.10	1 Transactions	
1865 KARP FM RADIO				
168 01-121-000-0000-6240		314.50 17 60 SECOND ADS	354161-1	MISCELLANEOUS ADVERTISING

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
1865	KARP FM RADIO		314.50	1 Transactions	
1129	KDUZ AM KARP FM RADIO				
169	01-121-000-0000-6240		314.50	17 60 SECOND ADS	35461-2 MISCELLANEOUS ADVERTISING
30	01-121-000-0000-6240		325.00	FARM CITY DAY	36066-1 MISCELLANEOUS ADVERTISING
1129	KDUZ AM KARP FM RADIO		639.50	2 Transactions	
2101	KGLB-AM RADIO				
170	01-121-000-0000-6240		314.50	17 60 SECOND ADS	35461-3 MISCELLANEOUS ADVERTISING
2101	KGLB-AM RADIO		314.50	1 Transactions	
121	DEPT Total:		1,302.60	VETERAN SERVICES	4 Vendors 5 Transactions
143	DEPT			LICENSE BUREAU	
121	HARPEL BROTHERS INC				
209	01-143-000-0000-6810		234.00	OVERPAYMENT ON TITLE TRANSFER	REFUNDS AND REIMBURSEMENTS
121	HARPEL BROTHERS INC		234.00	1 Transactions	
143	DEPT Total:		234.00	LICENSE BUREAU	1 Vendors 1 Transactions
201	DEPT			COUNTY SHERIFF'S OFFICE	
539	CENTERPOINT ENERGY, INC.				
10	01-201-000-0000-6255		54.47	GAS STORAGE	5987117-8 NATURAL GAS
			10/04/2017	11/03/2017	0
539	CENTERPOINT ENERGY, INC.		54.47	1 Transactions	
5575	CIVIL AIR PATROL MAGAZINE				
11	01-201-000-0000-6450		295.00	ONE YEAR SUBSCRIPTION	CP 2705117 SUBSCRIPTIONS
5575	CIVIL AIR PATROL MAGAZINE		295.00	1 Transactions	
704	DOBRATZ HANTGE CHAPEL				
13	01-201-000-0000-6215		785.00	FACILITIES/STAFF/TRANSPORT	TRANSPORTATION EXPENSE FOR AUTOSF
704	DOBRATZ HANTGE CHAPEL		785.00	1 Transactions	
253	LIGHT & POWER COMMISSION				
46	01-201-000-0000-6253		203.68	ELECTRIC BASTER AVE	01-802120-03 ELECTRICITY
			10/02/2017	11/01/2017	0

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
253	LIGHT & POWER COMMISSION				
		203.68		1 Transactions	
900	STREICHERS INC				
114	01-201-000-0000-6408	70.00	AMMO	I1287250	AMMO
113	01-201-000-0000-6408	4,789.56	AMMO	I1287621	AMMO
900	STREICHERS INC	4,859.56		2 Transactions	
150	VERIZON WIRELESS				
129	01-201-000-0000-6203	163.56	SO CELL PHONE USAGE	9795582851	COMMUNICATIONS
			11/03/2017 12/02/2017	0	
132	01-201-000-0000-6203	15.80	MCSO AIR SOURCE CARDS	9795582851	COMMUNICATIONS
			11/03/2017 12/02/2017	0	
131	01-201-000-9003-6350	35.01	GPD AIR SOURCE CARDS	9795582851	OTHER SERVICES & CHAGES-GLENOC CO
			11/03/2017 12/02/2017	0	
133	01-201-000-0000-6203	208.58	MCSO CELL PHONE USAGE	9795582870	COMMUNICATIONS
			11/03/2017 12/02/2017	0	
134	01-201-000-0000-6203	875.25	MCSO AIR SOURCE CARDS	9795582870	COMMUNICATIONS
			11/03/2017 12/02/2017	0	
139	01-201-000-0000-6203	31.24	CO ATTY CELL PHONE USAGE	9795582870	COMMUNICATIONS
			11/03/2017 12/02/2017	0	
140	01-201-000-9001-6350	35.01	BROWNTON PD AIR SOURCE CARDS	9795582870	OTHER SERVICES & CHARGES-BROWNTON
			11/03/2017 12/02/2017	0	
135	01-201-000-9003-6350	105.03	GPD AIR SOURCE CARDS	9795582870	OTHER SERVICES & CHAGES-GLENOC CO
			11/03/2017 12/02/2017	0	
136	01-201-000-9004-6350	105.03	LPPD AIR SOURCE CARDS	9795582870	OTHER SERVICES & CHARGES-LP COMPU
			11/03/2017 12/02/2017	0	
137	01-201-000-9005-6350	105.03	WPD AIR SOURCE CARDS	9795582870	OTHER SERVICES & CHAGES-WINSTED CC
			11/03/2017 12/02/2017	0	
138	01-201-000-9006-6350	35.01	SLPD AIR SOURCE CARDS	9795582870	OTHER SERVICES & CHARGES-SILVER LAH
			11/03/2017 12/02/2017	0	
150	VERIZON WIRELESS	1,714.55		11 Transactions	
201	DEPT Total:	7,912.26	COUNTY SHERIFF'S OFFICE	6 Vendors	17 Transactions
251	DEPT		COUNTY JAIL		
7811	AMERICAN JAIL ASSOCIATION				
2	01-251-000-0000-6245	48.00	MEMBERSHIP K JONES		DUES AND REGISTRATION FEES
7811	AMERICAN JAIL ASSOCIATION	48.00		1 Transactions	

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1 GENERAL REVENUE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
3510	BOB BARKER COMPANY INC				
7	01-251-000-0000-6461	5.72	COMBS	WEB000507060	INMATE SUPPLIES
8	01-251-000-0000-6461	115.94	TOWELS	WEB000509021	INMATE SUPPLIES
6	01-251-000-0000-6461	114.53	DEODORANT	WEB000509770	INMATE SUPPLIES
3510	BOB BARKER COMPANY INC	236.19	3 Transactions		
5275	CARD SERVICES				
9	01-251-000-0000-6461	8.53	DENTURE CREAM	100212	INMATE SUPPLIES
5275	CARD SERVICES	8.53	1 Transactions		
3652	ELITE LOCK & KEY				
14	01-251-000-0000-6303	177.50	LOCK WORK IN JAIL	17180	REPAIR AND MAINTENANCE SERVICES
3652	ELITE LOCK & KEY	177.50	1 Transactions		
4158	HP INC				
20	01-251-000-0000-6612	299.00	PRINTER NURSES	59289636	CAPITAL - \$100-\$5,000 (INVENTORY)
4158	HP INC	299.00	1 Transactions		
6009	INNOVATIVE OFFICE SOLUTIONS LLC				
23	01-251-000-0000-6402	72.04	OFFICE SUPPLIES	IN1826066	OFFICE SUPPLIES
24	01-251-000-0000-6461	10.27	#10 ENVELOPES	IN1826066	INMATE SUPPLIES
6009	INNOVATIVE OFFICE SOLUTIONS LLC	82.31	2 Transactions		
902	MEEKER COUNTY SHERIFFS OFFICE				
60	01-251-000-0000-6224	7,975.00	145 DAYS @ \$55		PRISONER BOARDING
			10/01/2017 10/31/2017	0	
61	01-251-000-0000-6268	94.44	INMATE SCRIPTS		MEDICAL AID TO PRISONERS
			10/01/2017 10/31/2017	0	
902	MEEKER COUNTY SHERIFFS OFFICE	8,069.44	2 Transactions		
1457	PRO AUTO & TRANSMISSION REPAIR INC				
106	01-251-000-0000-6327	49.02	#144 O/C & HEADLIGHT	3066220	GENERAL AUTO MAINTENANCE
1457	PRO AUTO & TRANSMISSION REPAIR INC	49.02	1 Transactions		
150	VERIZON WIRELESS				
130	01-251-000-0000-6203	17.19	JAIL CELL PHONE USAGE	9795582851	COMMUNICATIONS
			11/03/2017 12/02/2017	0	
150	VERIZON WIRELESS	17.19	1 Transactions		

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1 GENERAL REVENUE FUND

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<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
251	DEPT Total:		COUNTY JAIL	9 Vendors	13 Transactions
255	DEPT		COUNTY COURT SERVICES		
8564	OFFICE DEPOT INC				
102	01-255-000-0000-6402	25.14	OFFICE SUPPLIES	9771292070015	OFFICE SUPPLIES
103	01-255-000-0000-6402	59.51	OFFICE SUPPLIES	9771293200017	OFFICE SUPPLIES
104	01-255-000-0000-6402	76.69	OFFICE SUPPLIES	9783006920013	OFFICE SUPPLIES
8564	OFFICE DEPOT INC	161.34	3 Transactions		
255	DEPT Total:	161.34	COUNTY COURT SERVICES	1 Vendors	3 Transactions
485	DEPT		COUNTY PUBLIC HEALTH NURSING		
3817	CHILDREN'S DENTAL SERVICE				
153	01-485-000-0000-6350	250.00	DENTAL CLINIC		OTHER SERVICES & CHARGES
			09/15/2017 09/15/2017 0		
3817	CHILDREN'S DENTAL SERVICE	250.00	1 Transactions		
10359	CITY OF LESTER PRAIRIE				
152	01-485-000-0000-6350	173.92	WATER BILL	130 ELM ST	OTHER SERVICES & CHARGES
10359	CITY OF LESTER PRAIRIE	173.92	1 Transactions		
2412	GLENCOE REGIONAL HEALTH SERVICES				
160	01-485-000-0000-6368	68.00	LAB FEES FPG	80001742	MEDICAL AND BLOOD TESTS
2412	GLENCOE REGIONAL HEALTH SERVICES	68.00	1 Transactions		
1723	HEMOCUE AMERICA				
166	01-485-000-0000-6402	707.00	CUVETTES	3060931	OFFICE SUPPLIES
1723	HEMOCUE AMERICA	707.00	1 Transactions		
6009	INNOVATIVE OFFICE SOLUTIONS LLC				
167	01-485-000-0000-6402	38.58	SUPPLIES (ADMIN)	IN1822575	OFFICE SUPPLIES
6009	INNOVATIVE OFFICE SOLUTIONS LLC	38.58	1 Transactions		
38530	LANGUAGE LINE SERVICES				
173	01-485-000-0000-6265	28.00	SPANISH (WIC)	4182959	PROFESSIONAL SERVICES
174	01-485-000-0000-6265	18.20	SPANISH (IMM)	4182959	PROFESSIONAL SERVICES
38530	LANGUAGE LINE SERVICES	46.20	2 Transactions		

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1 GENERAL REVENUE FUND

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Vendor Name		Rpt	Warrant Description		Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
6412	VERIZON WIRELESS					
202	01-485-000-0000-6203		420.12	WIRELESS CHARGES (CASE MGMT) 11/03/2017 12/02/2017	9795574247 0	COMMUNICATIONS
203	01-485-000-0000-6203		35.01	WIRELESS CHARGES (SHIP) 11/03/2017 12/02/2017	9795574247 0	COMMUNICATIONS
204	01-485-000-0000-6203		105.03	WIRELESS CHARGES (ADMIN) 11/03/2017 12/02/2017	9795574247 0	COMMUNICATIONS
6412	VERIZON WIRELESS		560.16	3 Transactions		
485	DEPT Total:		1,843.86	COUNTY PUBLIC HEALTH NURSING	7 Vendors	10 Transactions
520	DEPT			COUNTY PARK'S		
213	MCLEOD COOP POWER ASSN					
57	01-520-000-0000-6253		421.23	525 POWER	140900	ELECTRICITY
53	01-520-000-0000-6253		49.43	521 POWER	205200	ELECTRICITY
58	01-520-000-0000-6253		266.92	526 POWER HOUSE	416900	ELECTRICITY
56	01-520-000-0000-6253		57.62	524 POWER	424600	ELECTRICITY
55	01-520-000-0000-6253		46.69	523 POWER	483200	ELECTRICITY
54	01-520-000-0000-6253		57.41	522 POWER	518000	ELECTRICITY
59	01-520-000-0000-6253		168.70	526 POWER	572300	ELECTRICITY
213	MCLEOD COOP POWER ASSN		1,068.00	7 Transactions		
520	DEPT Total:		1,068.00	COUNTY PARK'S	1 Vendors	7 Transactions
603	DEPT			COUNTY EXTENSION		
3630	DAIRY STAR					
12	01-603-000-0000-6450		35.00	DAIRY STAR SUBSCRIPTION		SUBSCRIPTIONS
3630	DAIRY STAR		35.00	1 Transactions		
603	DEPT Total:		35.00	COUNTY EXTENSION	1 Vendors	1 Transactions
1	Fund Total:		78,191.71	GENERAL REVENUE FUND		142 Transactions

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3 ROAD & BRIDGE FUND

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	<u>Vendor Name</u>	<u>Rpt</u>		<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
0	DEPT			...			
	1969	SUN LIFE FINANCIAL					
185		03-000-000-0000-2051		535.00	DENTAL PREMIUM	C247239	DENTAL INSURANCE PAYABLE
					11/01/2017	11/30/2017	0
	1969	SUN LIFE FINANCIAL		535.00	1 Transactions		
0	DEPT Total:			535.00	...	1 Vendors	1 Transactions
310	DEPT				HIGHWAY MAINTENANCE		
	253	LIGHT & POWER COMMISSION					
47		03-310-000-0000-6254		19.64	TRAFFIC LIGHT CSAH 4 & CR 62	14-459100-00	INTERSECTION LIGHTING
					10/02/2017	11/01/2017	0
48		03-310-000-0000-6254		24.90	TRAFFIC LIGHT CSAH 15 & 3	14-606200-00	INTERSECTION LIGHTING
					10/02/2017	11/01/2017	0
	253	LIGHT & POWER COMMISSION		44.54	2 Transactions		
	268	QUADE ELECTRIC INC					
107		03-310-000-0000-6254		2,270.00	RELOCATED TRAFFIC LIGHT	7886	INTERSECTION LIGHTING
	268	QUADE ELECTRIC INC		2,270.00	1 Transactions		
	6425	TRUENORTH STEEL					
195		03-310-000-0000-6504		6,552.98	CULVERT SPECIAL ORDER	BL0000007517	CULVERTS
	6425	TRUENORTH STEEL		6,552.98	1 Transactions		
310	DEPT Total:			8,867.52	HIGHWAY MAINTENANCE	3 Vendors	4 Transactions
320	DEPT				HIGHWAY CONSTRUCTION		
	5849	FIALA/ERNEST					
16		03-320-000-0000-6265		900.00	PRELIM ENG BRIDGE INSPECT	1710	PROFESSIONAL SERVICES
	5849	FIALA/ERNEST		900.00	1 Transactions		
320	DEPT Total:			900.00	HIGHWAY CONSTRUCTION	1 Vendors	1 Transactions
330	DEPT				HIGHWAY ADMINISTRATION		
	963	MINNESOTA STATE AUDITOR					
97		03-330-000-0000-6265		3,706.50	AUDIT ENDING 12/31/2016	68799	PROFESSIONAL SERVICES
					07/12/2017	10/31/2017	0

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3 ROAD & BRIDGE FUND

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Vendor Name		Rpt	Warrant Description		Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
963	MINNESOTA STATE AUDITOR		3,706.50	1 Transactions		
330	DEPT Total:		3,706.50	HIGHWAY ADMINISTRATION	1 Vendors	1 Transactions
340	DEPT			HIGHWAY EQUIPMENT MAINTENANCE		
119	JOHN DEERE FINANCIAL					
27	03-340-000-0000-6425		219.26	PARTS	1569605	REPAIR AND MAINTENANCE SUPPLIES
119	JOHN DEERE FINANCIAL		219.26	1 Transactions		
1746	NUSS TRUCK & EQUIPMENT					
101	03-340-000-0000-6425		251.24	PARTS	2174536P	REPAIR AND MAINTENANCE SUPPLIES
1746	NUSS TRUCK & EQUIPMENT		251.24	1 Transactions		
432	SAMS TIRE SERVICE					
108	03-340-000-0000-6563		1,068.00	TIRES	136155	TIRES, TUBES & BATTERIES
432	SAMS TIRE SERVICE		1,068.00	1 Transactions		
645	SCHIROO ELECTRICAL REBUILDING INC					
109	03-340-000-0000-6425		150.00	PARTS	81415	REPAIR AND MAINTENANCE SUPPLIES
645	SCHIROO ELECTRICAL REBUILDING INC		150.00	1 Transactions		
340	DEPT Total:		1,688.50	HIGHWAY EQUIPMENT MAINTENANCE	4 Vendors	4 Transactions
3	Fund Total:		15,697.52	ROAD & BRIDGE FUND		11 Transactions

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5 SOLID WASTE FUND

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<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
391	DEPT			SOLID WASTE TIP FEE		
134	CITY OF HUTCHINSON					
150	05-391-000-0000-6257		522.24	WATER SEWER	308506502	SEWER, WATER AND GARGABE REMOVAL
				10/01/2017	10/31/2017	0
134	CITY OF HUTCHINSON		522.24	1 Transactions		
1969	SUN LIFE FINANCIAL					
186	05-391-000-0000-2051		40.00	DENTAL PREMIUM	C247239	DENTAL INSURANCE PAYABLE
				11/01/2017	11/30/2017	0
1969	SUN LIFE FINANCIAL		40.00	1 Transactions		
391	DEPT Total:		562.24	SOLID WASTE TIP FEE	2 Vendors	2 Transactions
392	DEPT			SOLID WASTE ABATEMENT		
953	MID MINNESOTA DEVELOPMENT COMM					
175	05-392-000-0000-6269		850.68	GRANT PREPARATION	FY-18-03	CONTRACTS
				07/01/2017	07/31/2017	0
176	05-392-000-0000-6269		600.00	GRANT PREPARATION	FY-18-03	CONTRACTS
				08/01/2017	08/31/2017	0
177	05-392-000-0000-6269		1,030.64	GRANT PREPARATION	FY-18-03	CONTRACTS
				09/01/2017	09/30/2017	0
178	05-392-000-0000-6269		675.00	GRANT PREPARATION	FY-18-03	CONTRACTS
				10/01/2017	10/31/2017	0
953	MID MINNESOTA DEVELOPMENT COMM		3,156.32	4 Transactions		
392	DEPT Total:		3,156.32	SOLID WASTE ABATEMENT	1 Vendors	4 Transactions
393	DEPT			MATERIALS RECOVERY FACILITY		
593	BENNETT MATERIAL HANDLING					
144	05-393-000-0000-6560		456.45	FORKLIFT REPAIRS BRAKES	01S4567820	REPAIR AND MAINTENANCE-EQUIPMENT
593	BENNETT MATERIAL HANDLING		456.45	1 Transactions		
5068	CITI CARGO & STORAGE					
146	05-393-000-0000-6269		8,490.00	TRAILER SALE	SI194287	CONTACTS
149	05-393-000-0000-6269		551.85	TAX	SI194287	CONTACTS
147	05-393-000-0000-6810		35.00	TRAILER TRANSFER FEE	SI194287	REFUNDS AND REIMBURSEMENTS
145	05-393-000-0000-6269		126.20	DAMAGED TRAILER REPAIR	SI194571	CONTACTS
148	05-393-000-0000-6269		9.31	TAX	SI194571	CONTACTS

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5 SOLID WASTE FUND

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
5068	CITI CARGO & STORAGE				
		9,212.36		5 Transactions	
134	CITY OF HUTCHINSON				
151	05-393-000-0000-6257	37.57	WATER SEWER	308506510	SEWER, WATER AND GARBAGE REMOVAL
			10/01/2017 10/31/2017	0	
134	CITY OF HUTCHINSON	37.57		1 Transactions	
8708	CROW RIVER PRESS INC				
154	05-393-000-0000-6412	323.79	3RD QTR 2017 COMMERCIAL OCC	3000176	FIBER RECOVERY
8708	CROW RIVER PRESS INC	323.79		1 Transactions	
3216	FARM RITE EQUIPMENT INC				
155	05-393-000-0000-6560	296.05	EQUIP PARTS TOOTH SKID LOADER	P-30800	REPAIR AND MAINTENANCE-EQUIPMENT
156	05-393-000-0000-6560	66.42	EQUIP PARTS-TUBELINE	P-31066	REPAIR AND MAINTENANCE-EQUIPMENT
3216	FARM RITE EQUIPMENT INC	362.47		2 Transactions	
6217	FIRST STATE TIRE RECYCLING INC				
157	05-393-000-0000-6259	656.95	TIRE RECYCLING	TD1798	RECYCLING
158	05-393-000-0000-6259	1,056.70	TIRES HWY	TD1798	RECYCLING
159	05-393-000-0000-6259	100.00	TIRE SWITCH	TD1798	RECYCLING
6217	FIRST STATE TIRE RECYCLING INC	1,813.65		3 Transactions	
3028	MINNESOTA CHILD SUPPORT PAYMENT				
216	05-393-000-0000-2056	174.43	CHILD SUPPORT	001555467301	CHILD SUPPORT GARNISHMEN PAYABLE
			10/29/2017 11/11/2017	0	
3028	MINNESOTA CHILD SUPPORT PAYMENT	174.43		1 Transactions	
1038	REINER ENTERPRISES INC				
180	05-393-000-0000-6269	1,462.50	RECYCLABLES PICKUP	2813	CONTACTS
1038	REINER ENTERPRISES INC	1,462.50		1 Transactions	
2826	S & S TRUCK & TRAILER REPAIR				
181	05-393-000-0000-6560	624.13	MRF BUNKER GATE	1399	REPAIR AND MAINTENANCE-EQUIPMENT
2826	S & S TRUCK & TRAILER REPAIR	624.13		1 Transactions	
1969	SUN LIFE FINANCIAL				
187	05-393-000-0000-2051	60.01	DENTAL PREMIUM	C247239	DENTAL INSURANCE PAYABLE
			11/01/2017 11/30/2017	0	

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5 SOLID WASTE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
1969	SUN LIFE FINANCIAL		60.01	1 Transactions	
5326	ULINE				
197	05-393-000-0000-6402		71.88	OFFICE SUPPLIES	91920023 OFFICE SUPPLIES
5326	ULINE		71.88	1 Transactions	
4170	WASTE MANAGEMENT OF WI MN				
208	05-393-000-0000-6257		3,935.18	RECYCLING RESIDUE GARBAGE	7080451-1593-6 SEWER, WATER AND GARBAGE REMOVAL
4170	WASTE MANAGEMENT OF WI MN		3,935.18	1 Transactions	
393	DEPT Total:		18,534.42	MATERIALS RECOVERY FACILITY	12 Vendors 19 Transactions
397	DEPT			HOUSEHOLD HAZARDOUS WASTE	
3028	MINNESOTA CHILD SUPPORT PAYMENT				
217	05-397-000-0000-2056		268.57	CHILD SUPPORT	001492611501 CHILD SUPPORT GARNISHMENT PAYABLE
			10/29/2017	11/11/2017	0
3028	MINNESOTA CHILD SUPPORT PAYMENT		268.57	1 Transactions	
1969	SUN LIFE FINANCIAL				
188	05-397-000-0000-2051		50.00	DENTAL PREMIUM	C247239 DENTAL INSURANCE PAYABLE
			11/01/2017	11/30/2017	0
1969	SUN LIFE FINANCIAL		50.00	1 Transactions	
5326	ULINE				
200	05-397-000-0000-6350		54.22	TAX	91920023 OTHER SERVICES & CHARGES
201	05-397-000-0000-6350		67.43	FREIGHT	91920023 OTHER SERVICES & CHARGES
196	05-397-000-0000-6402		139.00	OPERATING SUPPLIES	91920023 OFFICE SUPPLIES
199	05-397-000-0000-6402		1,091.00	OPERATING SUPPLIES	91920023 OFFICE SUPPLIES
198	05-397-000-0000-6410		162.00	SAFETY SUPPLIES	91920023 BUILDING AND SAFETY SUPPLIES
5326	ULINE		1,513.65	5 Transactions	
397	DEPT Total:		1,832.22	HOUSEHOLD HAZARDOUS WASTE	3 Vendors 7 Transactions
5	Fund Total:		24,085.20	SOLID WASTE FUND	32 Transactions

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11 HUMAN SERVICE FUND

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	<u>Vendor Name</u>	<u>Rpt</u>		<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
420	DEPT				INCOME MAINTENANCE		
	91	FRANKLIN PRINTING INC					
19		11-420-600-0010-6402		211.89	#10 REG TINTED & #10 WINDOW	170904/905	OFFICE SUPPLIES
	91	FRANKLIN PRINTING INC		211.89	1 Transactions		
	6009	INNOVATIVE OFFICE SOLUTIONS LLC					
26		11-420-600-0010-6402		7.59	MOUSE PAD/CLIPS/BADGE HOLDER	IN1820022	OFFICE SUPPLIES
	6009	INNOVATIVE OFFICE SOLUTIONS LLC		7.59	1 Transactions		
	38530	LANGUAGE LINE SERVICES					
35		11-420-600-0010-6203		117.92	PHONE INTERPRETATION	4182959	COMMUNICATIONS/POSTAGE
	38530	LANGUAGE LINE SERVICES		117.92	1 Transactions		
	1857	METRO SALES INC					
93		11-420-600-0010-6321		119.88	RICOH MP6503SP HALLWAY	INV925708	MAINTNENACE AGREEMENTS
	1857	METRO SALES INC		119.88	1 Transactions		
	8564	OFFICE DEPOT INC					
105		11-420-600-0010-6402		247.11	PAPER DUSTER PUSH PINS	977166103001	OFFICE SUPPLIES
	8564	OFFICE DEPOT INC		247.11	1 Transactions		
	1969	SUN LIFE FINANCIAL					
189		11-420-000-0000-2051		869.45	DENTAL PREMIUM	C247239	DENTAL INSURANCE PAYABLE
					11/01/2017 11/30/2017	0	
	1969	SUN LIFE FINANCIAL		869.45	1 Transactions		
420	DEPT Total:			1,573.84	INCOME MAINTENANCE	6 Vendors	6 Transactions
430	DEPT				INDIVIDUAL AND FAMILY SOCIAL SERVI		
	91	FRANKLIN PRINTING INC					
19		11-430-700-0010-6402		494.40	#10 REG TINTED & #10 WINDOW	170904/905	OFFICE SUPPLIES
	91	FRANKLIN PRINTING INC		494.40	1 Transactions		
	6009	INNOVATIVE OFFICE SOLUTIONS LLC					
26		11-430-700-0010-6402		17.72	MOUSE PAD/CLIPS/BADGE HOLDER	IN1820022	OFFICE SUPPLIES
	6009	INNOVATIVE OFFICE SOLUTIONS LLC		17.72	1 Transactions		
	38530	LANGUAGE LINE SERVICES					
36		11-430-700-0010-6203		79.80	PHONE INTERPRETATION	4182959	COMMUNICATIONS/POSTAGE

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11 HUMAN SERVICE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
38530	LANGUAGE LINE SERVICES		79.80	1 Transactions		
3028	MINNESOTA CHILD SUPPORT PAYMENT					
218	11-430-000-0000-2056		230.73	CHILD SUPPORT	001486828601	CHILD SUPPORT GARNISHMENT PAYABLE
				10/29/2017	11/11/2017	0
3028	MINNESOTA CHILD SUPPORT PAYMENT		230.73	1 Transactions		
8564	OFFICE DEPOT INC					
105	11-430-700-0010-6402		576.58	PAPER DUSTER PUSH PINS	977166103001	OFFICE SUPPLIES
8564	OFFICE DEPOT INC		576.58	1 Transactions		
1969	SUN LIFE FINANCIAL					
190	11-430-000-0000-2051		3,525.55	DENTAL PREMIUM	C247239	DENTAL INSURANCE PAYABLE
				11/01/2017	11/30/2017	0
1969	SUN LIFE FINANCIAL		3,525.55	1 Transactions		
430	DEPT Total:		4,924.78	INDIVIDUAL AND FAMILY SOCIAL SER	6 Vendors	6 Transactions
11	Fund Total:		6,498.62	HUMAN SERVICE FUND		12 Transactions

***** McLeod County IFS *****



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20 COUNTY DITCH FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>		<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
621	DEPT			COUNTY DITCH #5		
	3906	SCHWARTZ/TYLER				
110		20-621-000-0000-6302	100.00	REMOVE 2 BEAVERS CD#5		Construction And Repairs
				11/14/2017 11/14/2017	0	
	3906	SCHWARTZ/TYLER	100.00	1 Transactions		
621	DEPT Total:		100.00	COUNTY DITCH #5	1 Vendors	1 Transactions
623	DEPT			COUNTY DITCH #10		
	4089	MATHEWS EXCAVATING				
51		20-623-000-0000-6302	565.00	EXCAVOTR WORK CLEAR DEBRIS	7105	Construction And Repairs
	4089	MATHEWS EXCAVATING	565.00	1 Transactions		
623	DEPT Total:		565.00	COUNTY DITCH #10	1 Vendors	1 Transactions
635	DEPT			COUNTY DITCH #22 REDETERMINED		
	9825	SHORT ELLIOTT HENDRICKSON INC				
112		20-635-000-0000-6302	722.37	ENGINEERING WORK CD #22	341198	Construction And Repairs
	9825	SHORT ELLIOTT HENDRICKSON INC	722.37	1 Transactions		
635	DEPT Total:		722.37	COUNTY DITCH #22 REDETERMINED	1 Vendors	1 Transactions
651	DEPT			COUNTY DITCH #64		
	1700	EWERT BROTHERS INC				
15		20-651-000-0000-6302	1,863.00	CAMERA INSPECTION OF TILE	1284	Construction And Repairs
	1700	EWERT BROTHERS INC	1,863.00	1 Transactions		
651	DEPT Total:		1,863.00	COUNTY DITCH #64	1 Vendors	1 Transactions
667	DEPT			JOINT DITCH #8 MCS		
	4278	KERBER/ALLEN W				
31		20-667-000-0000-6302	2,830.00	REDETERMINATION HOURS 70.75	111217	Construction And Repairs
32		20-667-000-0000-6302	24.07	REDETERMINATION MILES 45	111217	Construction And Repairs
	4278	KERBER/ALLEN W	2,854.07	2 Transactions		
667	DEPT Total:		2,854.07	JOINT DITCH #8 MCS	1 Vendors	2 Transactions

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20 COUNTY DITCH FUND

***** McLeod County IFS *****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



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	<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
20	Fund Total:			6,104.44	COUNTY DITCH FUND		6 Transactions

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21 SWCD FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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Vendor Name		<u>Rpt</u>	<u>Warrant Description</u>		<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
697	DEPT			DRAINAGE INSPECTOR		
	1969 SUN LIFE FINANCIAL					
192	21-697-000-0000-2051		100.00	DENTAL PREMIUM	C247239	DENTAL INSURANCE PAYABLE
				11/01/2017 11/30/2017	0	
	1969 SUN LIFE FINANCIAL		100.00	1 Transactions		
697	DEPT Total:		100.00	DRAINAGE INSPECTOR	1 Vendors	1 Transactions
21	Fund Total:		100.00	SWCD FUND		1 Transactions

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25 SPECIAL REVENUE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 23

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
220	DEPT		BOAT & WATER SAFETY-GRANT		
191	1969 SUN LIFE FINANCIAL				
	25-220-000-0000-2051		1.90	DENTAL PREMIUM	C247239
				11/01/2017 11/30/2017	0
	1969 SUN LIFE FINANCIAL		1.90	1 Transactions	
220	DEPT Total:		1.90	BOAT & WATER SAFETY-GRANT	1 Vendors
					1 Transactions
285	DEPT		E-911 SYSTEM MAINTENANCE - GRANT		
100	3351 NORTHLAND BUSINESS SYSTEMS				
	25-285-000-0000-6321		3,717.00	LOGGER MAINTENANCE	IN76809
				11/01/2017 10/31/2018	0
	3351 NORTHLAND BUSINESS SYSTEMS		3,717.00	1 Transactions	
285	DEPT Total:		3,717.00	E-911 SYSTEM MAINTENANCE - GRAN	1 Vendors
					1 Transactions
807	DEPT		DESIGNATED FOR CAPITAL ASSETS		
4	3261 AUGUSTA ELECTRIC INC				
	25-807-000-0000-6610		310.00	ELECTRICAL ITEM FOR JAIL	25920
3	25-807-000-0000-6610		1,240.00	EXTRA ELECTRICAL WORK-SO	26113
	3261 AUGUSTA ELECTRIC INC		1,550.00	2 Transactions	
	2693 TECHNICAL SOLUTIONS OF MADISON LA				
115	25-807-000-0000-6610		480.00	ACOUSTICAL PANELS	5198
116	25-807-000-0000-6610		360.23	PANIC BUTTONS COURTROOM 3	5216
	2693 TECHNICAL SOLUTIONS OF MADISON LA		840.23	2 Transactions	
807	DEPT Total:		2,390.23	DESIGNATED FOR CAPITAL ASSETS	2 Vendors
					4 Transactions
886	DEPT		COUNTY FEEDLOT PROGRAM		
193	1969 SUN LIFE FINANCIAL				
	25-886-000-0000-2051		47.50	DENTAL PREMIUM	C247239
				11/01/2017 11/30/2017	0
	1969 SUN LIFE FINANCIAL		47.50	1 Transactions	
886	DEPT Total:		47.50	COUNTY FEEDLOT PROGRAM	1 Vendors
					1 Transactions

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25 SPECIAL REVENUE FUND

***** McLeod County IFS *****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Page 24

<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
25	Fund Total:		6,156.63	SPECIAL REVENUE FUND		7 Transactions

***** McLeod County IFS *****



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82 COMMUNITY HEALTH SER

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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	<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
853	DEPT				LOCAL PUBLIC HEALTH GRANT		
	1969	SUN LIFE FINANCIAL					
194		82-853-000-0000-2051		115.00	DENTAL PREMIUM	C247239	DENTAL INSURANCE PAYABLE
					11/01/2017	11/30/2017	0
	1969	SUN LIFE FINANCIAL		115.00	1 Transactions		
	6412	VERIZON WIRELESS					
206		82-853-000-0000-6203		35.01	1 AIRCARD CHARGES (CHS)	9795574247	COMMUNICATIONS
					11/03/2017	12/02/2017	0
	6412	VERIZON WIRELESS		35.01	1 Transactions		
853	DEPT Total:			150.01	LOCAL PUBLIC HEALTH GRANT	2 Vendors	2 Transactions
854	DEPT				WIC		
	6412	VERIZON WIRELESS					
207		82-854-000-0000-6203		35.01	AIRCARD CHARGES (CHS WIC)	9795574247	COMMUNICATIONS
					11/03/2017	12/02/2017	0
	6412	VERIZON WIRELESS		35.01	1 Transactions		
854	DEPT Total:			35.01	WIC	1 Vendors	1 Transactions
862	DEPT				SHIP		
	5576	BACHMAN/MARY					
5		82-862-000-0000-6121		980.00	SHIP GRANT TIME		Personnel Wages
	5576	BACHMAN/MARY		980.00	1 Transactions		
862	DEPT Total:			980.00	SHIP	1 Vendors	1 Transactions
866	DEPT				EMERGENCY PREPAREDNESS TO BIOTER		
	6412	VERIZON WIRELESS					
205		82-866-000-0000-6203		35.01	1 AIRCARD CHARGES (EP)	9795574247	COMMUNICATIONS
					11/03/2017	12/02/2017	0
	6412	VERIZON WIRELESS		35.01	1 Transactions		
866	DEPT Total:			35.01	EMERGENCY PREPAREDNESS TO BIOTI	1 Vendors	1 Transactions
82	Fund Total:			1,200.03	COMMUNITY HEALTH SERVICE		5 Transactions

***** McLeod County IFS *****



POOL
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86 TRUST & AGENCY FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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Vendor Name		<u>Rpt</u>	<u>Warrant Description</u>		<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
975	DEPT			DNR CLEARING ACCOUNT		
	509 MINNESOTA DNR					
179	86-975-000-0000-6850		412.50	DNR		Collections For Other Agencies
				11/14/2017 11/20/2017	0	
	509 MINNESOTA DNR		412.50	1 Transactions		
975	DEPT Total:		412.50	DNR CLEARING ACCOUNT	1 Vendors	1 Transactions
86	Fund Total:		412.50	TRUST & AGENCY FUND		1 Transactions

***** McLeod County IFS *****



POOL
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87 TAX & PENALTY FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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	<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>		<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
980	DEPT				TAX COLLECTIONS		
	3922	ALSLEBEN/DOROTHY					
143		87-980-000-0000-6810		803.00	ACH REFUND PAID CHECK#2328	14.031.0500	REFUNDS AND REIMBURSEMENTS
	3922	ALSLEBEN/DOROTHY		803.00	1 Transactions		
	4282	KRONE/CRAIG A & CARLA J					
171		87-980-000-0000-6810		753.00	ACH FUND TAX PAID	02.003.0200	REFUNDS AND REIMBURSEMENTS
	4282	KRONE/CRAIG A & CARLA J		753.00	1 Transactions		
	4280	KRUGGEL/GARY & LORI					
172		87-980-000-0000-6810		38.80	WAVED PENALTY CLASS CHANGE	12.023.0100	REFUNDS AND REIMBURSEMENTS
	4280	KRUGGEL/GARY & LORI		38.80	1 Transactions		
	4283	SOLIEN/CHRIS & KAREN					
182		87-980-000-0000-6810		3,591.00	ACH REFUND PAID BY ECHECK	23.428.0190	REFUNDS AND REIMBURSEMENTS
	4283	SOLIEN/CHRIS & KAREN		3,591.00	1 Transactions		
980	DEPT Total:			5,185.80	TAX COLLECTIONS	4 Vendors	4 Transactions
87	Fund Total:			5,185.80	TAX & PENALTY FUND		4 Transactions
	Final Total:			143,632.45	117 Vendors	221 Transactions	

***** McLeod County IFS *****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
1	78,191.71	GENERAL REVENUE FUND	
3	15,697.52	ROAD & BRIDGE FUND	
5	24,085.20	SOLID WASTE FUND	
11	6,498.62	HUMAN SERVICE FUND	
20	6,104.44	COUNTY DITCH FUND	
21	100.00	SWCD FUND	
25	6,156.63	SPECIAL REVENUE FUND	
82	1,200.03	COMMUNITY HEALTH SERVICE	
86	412.50	TRUST & AGENCY FUND	
87	5,185.80	TAX & PENALTY FUND	
All Funds	143,632.45	Total	Approved by,
		
		

STATE OF MINNESOTA

SAFE AND SECURE COURTHOUSE INITIATIVE GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its State Court Administrator's Office, ("State") and McLeod County, 830 Eleventh Street East, Glencoe, MN 55336.

Recital

1. Under Minnesota Laws 2016, chapter 189, article 4, section 2, the State is empowered to enter into this grant.
2. The intent of the Safe and Secure Courthouse Initiative is to improve the safety and security of courthouses and other facilities where court proceedings are held, including but not limited to courthouse security assessments, training, equipment purchases, and equipment upgrades. Grantee requested Safe and Secure Courthouse Initiative grant funds and was awarded funds based on the following criteria: demonstrate a strong commitment on the part of leadership in each court building to the fundamentals of courthouse security; demonstrate a strong desire to put in place effective measures in the pursuit of sound courthouse security; and begin the process of improving courthouse security or implement an essential step to move toward an effective level of security.
3. The Grantee will provide a 50% match for the project.
4. The Grantee represents that it is duly qualified and agrees to perform all duties described in this grant agreement.

Grant Agreement

1. Term of Grant Agreement

Effective Date: This agreement is effective December 15, 2017 or when all signatures are fully executed, whichever occurs later.

Expiration Date: June 30, 2018

Survival of Terms. The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Rules of Public Access; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

2. Grantee's Duties

The Grantee, who is a governmental entity, will

- complete the projects with the duties and approximate due dates as defined in the attached grant agreement exhibit A which is a nonpublic security document.
- submit a Final Report showing the project details and the amount of the actual expenditures within 60 days of completion of the project, but no later than August 1, 2018.
- comply with all requests for information from the Grant Program Manager in a timely fashion and in the format requested.
- use the funds only for the project expenses identified in grant agreement exhibit A, unless further authorized by the State. All funds not expended shall be returned to the State Court Administrator within 60 days of completion of the project but no later than August 1, 2018.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence. The goal is to meet the project dates as described in the Grant Application but no later than December 31, 2018.

4. Consideration and Payment

4.1 Consideration. The State will pay for 50% of the services performed by the Grantee under this grant agreement in an amount not to exceed \$22,535.00. No state funds will be used for the purchase of alcohol. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for out of state travel.

4.2 Payment. Grant funds will be paid in one payment upfront once the agreement is fully executed.

5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. All funds not expended shall be returned to the State Court Administrator. Any funds expended not in compliance with the grant application must be repaid to the State Court Administrator.

6. Authorized Representative

The State's Authorized Representative is Janet Marshall, State Court Administration, Suite 130, MN Judicial Center, 25 Rev. Dr. Martin Luther King, Jr. Blvd., Saint Paul, MN 55155, 651-297-7579 and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement.

The Grantee's Authorized Representative is Scott Grivna, McLeod County Purchasing/Building Maintenance Supervisor, (320) 864-1326. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Grant agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.

7.2 Amendments. Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

7.4 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Liability

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

9. State Audits

Under Minn. Stat. §16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of the grant agreement. These same records are also subject to examination by the Judicial Branch internal auditor.

10. Rules of Public Access and Intellectual Property

10.1 The Grantee and State must comply with the Rules of Public Access to Records of the Judicial Branch, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement.

11. Worker's Compensation

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

12. Publicity and Endorsement

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

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

13. Governing Law, Jurisdiction, and Venue

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

14. Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

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

1. Grantee:

Grantee certifies that the appropriate persons have executed the agreement on behalf of Grantee as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute)

By

Title

Date

By

Title

Date

(reserved)

(reserved)

2. STATE:

Person signing certifies that applicable procurement policies have been followed. Where contracts or agreements and amendments exceed \$50,000, signature of State Court Administrator or her/his Deputy is also required.

By

Title

Date

By

Title

Date

3. Funds have been encumbered as required by State Court Finance Policy by:

By

Title

Date

Contract No. _____

Purchase Order No. _____

4. Approved as to form and execution for STATE by:

By

Title

Date

STATE OF MINNESOTA
SAFE AND SECURE COURTHOUSE INITIATIVE GRANT AGREEMENT
Exhibit A

McLeod County

Projects:

1. Purchase and install video cameras (\$16,037.50).
2. Purchase and install portable metal detector (\$6,497.50)

Start Date: December 15, 2017 or when all signatures are fully executed, whichever occurs later.

End Date: June 30, 2018

Southwest Metro Drug Task Force

2018 Joint Powers Agreement



SOUTHWEST METRO DRUG TASK FORCE JOINT POWERS AGREEMENT

The parties to this Agreement are governmental units of the State of Minnesota. This Agreement is made and entered into pursuant to Minnesota Statutes Section 471.59.

THIS AGREEMENT, made and entered into by and between Carver County Sheriff's Office, Brownton Police Department, McLeod County Sheriff's Office, Winsted Police Department, Scott County Sheriff's Office, Lester Prairie Police Department, Hutchinson Police Department, South Lake Minnetonka Police Department, Shakopee Police Department, Prior Lake Police Department, Belle Plaine Police Department, New Prague Police Department and Jordan Police Department all organized under the laws of the state of Minnesota;

WHEREAS, Minnesota Statutes, Section 471.59 provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting Parties;

NOW, THEREFORE, Pursuant to Minnesota Statutes 471.59 and in consideration of the mutual covenants and promises hereinafter contained, it is agreed by and between the City and the County as follows:

SECTION I GENERAL PURPOSE

1.1 The general purpose of this Agreement is to provide for an organization through which the parties may jointly and cooperatively provide for the establishment and operation of a multi- jurisdictional drug task force which will aid in reducing felony level drug trafficking within the parties' jurisdictions.

SECTION II DEFINITION OF TERMS

- 2.1** For purposes of this Agreement, the terms defined in this Section shall have the meanings given them.
- 2.2** "**Southwest Metro Drug Task Force**" means the organization created pursuant to this Agreement, which organization is hereinafter referred to as the "Task Force."
- 2.3** "**Governing Board**" means the Governing Board of Directors of the Task Force, consisting of one director from each governmental unit which is a member of the Task Force.
- 2.4** "**Governmental Unit**" means any county, city, village, borough, town or other political subdivision of the State of Minnesota or any joint powers organization in the

State of Minnesota.

- 2.5** **Member"** means a governmental unit or joint powers organization which enters into this Agreement and is, at the time involved, a party in good standing

2.5.1 Voting Members:

Carver County Sheriff's Office, McLeod County Sheriff's Office, Scott County Sheriff's Office, Hutchinson Police Department, South Lake Minnetonka Police Department, Shakopee Police Department, Prior Lake Police Department, Belle Plaine Police Department, New Prague Police Department and Jordan Police Department, Lester Prairie Police Department.

2.5.2 Partner Against Drugs:

Brownston Police Department, Winsted Police Department.

SECTION III MEMBERSHIP

- 3.1** Governmental Units joining the Task Force after January 1, 2011, shall be admitted only upon the favorable vote of two-thirds of the Governing Board of directors. The Governing Board may impose conditions upon the admission of Members other than initial Members.
- 3.2** Any Governmental Unit that has a law enforcement agency and is located in Hennepin, Carver, Scott or McLeod County is eligible to be a Member of the Task Force.
- 3.3** A Governmental Unit desiring to be a Member shall execute a copy of this Agreement and shall pay the established membership charges.
- 3.4** The initial Members shall be those Members who joined the Task Force as voting Members on or prior to January 1, 2011.

SECTION IV BOARD OF DIRECTORS

4.1 Governing Board of Directors. The governing body of the Task Force shall be its board of directors. The board of directors of the Task Force shall consist of the following: the chief law enforcement officer of each Member or his or her designee ("Governing Board").

- A. Governing Board directors shall be full-time peace officers employed by the appointing Member.

- B. Governing Board directors shall not be deemed to be employees of the Task Force and shall not be compensated by the Task Force.

4.2 Duties of the Governing Board

- A. Governing Board shall be responsible for the overall management and budget of the Task Force.
- B. The Governing Board shall coordinate information between the Members, the Partners Against Drugs and the Task Force.

4.3 Powers of the Governing Board

- A. The Governing Board may adopt bylaws to govern its operation. Such bylaws must be consistent with this Agreement and all applicable laws and regulations.
- B. The Governing Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment to its duties and enforce such contracts to the extent available in equity or at law, except that the Governing Board shall not enter into any contract in which the term exceeds one year.
- C. The Governing Board may contract with any Member to act as its fiscal agent and provide budgeting and accounting services necessary or convenient for the Governing Board, including maintaining the Task Force's financial records. Such services may include, but are not limited to: management of Task Force accounts and funds, payment for contracted services and other purchases, and bookkeeping and recordkeeping services.
- D. The Governing Board shall disburse funds in a manner which is consistent with this Agreement and, if applicable, with the method provided by law for the disbursement of funds by the Member under contract to provide budgeting and accounting services.
- E. The Governing Board may apply for and accept gifts, grants or loans of money or other property (excluding real property) or assistance from the United States government, the State of Minnesota, law enforcement agencies, corporations, non-profit corporations or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.
- F. The Governing Board must obtain and maintain liability insurance in amounts not less than the statutory liability limits established under Minnesota Statutes Chapter 466. The Governing Board may obtain other insurance it deems necessary to insure the Task Force, the Governing Board, the Members, the Partners Against Drugs and employees of the Members for actions arising out of this Agreement. The costs of liability insurance shall be payable from Task

Force funds. The Task Force shall not take any actions under this Agreement until such liability insurance is in effect.

- G. All powers granted herein shall be exercised by the Governing Board in a fiscally responsible manner and in accordance with the requirements of law.
- H. The Governing Board may cooperate with other federal, state and local law enforcement agencies to accomplish the purpose for which the Task Force is organized.

4.4 Terms. Appointees to the Governing Board shall serve at the pleasure of the appointing Member, and may be removed only by the appointing Member.

4.5 Meetings. The Governing Board shall have regular monthly meetings. Special meetings may be held by giving reasonable notice to all Members. At the meetings, the Governing Board will establish and set policies and procedures for the Task Force, review the Task Force's operational activities and expenditures and discuss other items related to the Task Force's operations. The presence of a simple majority of the Governing Board directors shall constitute a quorum. In the event that a director is unable to attend a meeting, the Member's chief law enforcement officer may assign an alternate to attend and vote in his or her place.

4.6 Voting. Each Voting Member shall have one vote at any meeting of the Governing Board. Proxy votes are not permitted. The Governing Board shall function by a majority vote of directors or alternate directors present, provided that a quorum is present.

4.7 Records. The Executive Director shall be responsible for maintaining all minutes, records, books and reports of the Task Force. The books and records of the Task Force, including the minutes and the fully executed original of this Agreement, shall be kept at the office of the Task Force Commander.

4.8 Organizational Structure.

- A. The Task Force is a multi-jurisdictional tactical unit consisting of Member agencies. The Governing Board shall supervise the operations of the Task Force.
- B. The Governing Board shall elect a Governing Board director to serve as the Executive Director of the Task Force on an annual basis. The Executive Director shall be responsible for presiding over Governing Board meetings, taking meeting minutes and maintaining frequent communication with the members of the Governing Board and the Task Force Commander.
- C. The Governing Board shall appoint a Task Force Commander. The Task Force Commander reports to the Executive Director. The Task Force Commander shall be responsible for working with the appointed fiscal agent of the Task Force, managing operational disbursements and applying for and managing any grants that are received by the Task Force. The Task Force Commander has the authority

and responsibility of directing all Task Force investigator activities, including, but not limited to, assigning work, transferring investigators, developing best practices and policies for the Task Force, writing letters of commendation for investigators, suspending investigators from Task Force duties and ordering them back to their agency, recommending investigator assignment cancellations to the Governing Board and evaluating the performance of the investigators. The Task Force Commander must report on his or her activities at least quarterly to the Governing Board.

SECTION V PARTNERS AGAINST DRUGS

- 5.1** It is contemplated that certain Governmental Units may desire to follow closely the activities of the Task Force, to receive detailed information about Task Force operations and receive the Task Force services, but do not have the capacity to provide officers to serve on the Task Force. Such Governmental Unit may affiliate with the Task Force as a "Partner Against Drugs."
- 5.2** A Governmental Unit desiring to become a Partner Against Drugs may do so in the same manner as is applicable to becoming a Member of the Task Force, except as otherwise provided in this Section.
- 5.3** At the time of joining the Task Force as a Partner Against Drugs, the Governmental Unit shall indicate to the Task Force in writing that it is not requesting to join as a Member but as a Partner Against Drugs.
- 5.4** A Partner Against Drugs may appoint a representative and an alternative representative to attend the meetings of the Governing Board but such representative (or alternate) shall be without voting power shall not be eligible to serve as the Executive Director or Task Force Commander and shall not be counted for quorum purposes.
- 5.5** The Governing Board may establish the charges to be paid by Partners Against Drugs and for that purpose it may classify Partners Against Drugs in accordance with their varying circumstances.
- 5.6** **Change in Status.** A Partner Against Drugs may apply for membership status and become a regular Member of the Task Force.
- 5.7** **Withdrawal.** A Partner Against Drugs may discontinue its association with the Task Force at any time by giving written notice of withdrawal to the Executive Director of the Task Force. No refund will be made by the Task Force of the annual contribution paid by the withdrawing Partner Against Drugs.

SECTION VI BUDGET AND FINANCE

- 6.1 Financial Records.** The Task Force Commander must work with the Governing Board's fiscal agent to maintain the Task Force's financial records. The financial records must detail the Task Force's income and expenditures. They must be available for review at any time by the Task Force Members.
- 6.2 Budget.** By December 15th of each year, the Task Force Commander shall prepare a budget for the following calendar year to be adopted by the Governing Board. The Governing Board may amend the budget from time to time. Each Member shall have a line item in its own budget dedicated to the Task Force.
- 6.3 Funding.** The Members intend to fund the Task Force through federal and state grants that are administered by the Minnesota Department of Public Safety and annual contributions paid by each Member and the Partners Against Drugs. Assets seized and forfeited through lawful channels by the Task Force shall become Task Force assets and may be used as supplemental funding for Task Force operations and expenses. The Governing Board shall establish the contribution amount for each Member and Partner Against Drugs. In the event that the Governing Board is going to change a contribution amount for a particular Member or Partner Against Drugs, it shall provide that Member or Partner Against Drugs with notice in a sufficient amount of time so that the Member or Partner Against Drugs' council or board is able to include the change in its Task Force contribution amount in its budget for the next year.
- 6.4 Accounting.** All Task Force funds shall be accounted for according to generally accepted accounting principles. A report on all receipts and disbursements shall be forwarded by the Task Force Commander to the Governing Board monthly and on an annual basis. All expenditures of the Task Force must be approved by the Governing Board.
- 6.5 Grant Requirements.** The Task Force shall comply with all reporting requirements that are required for any grants that it receives.

SECTION VII OPERATIONS

- 7.1 Task Force Investigators.** The Task Force shall be composed of the Task Force Commander and a certain number of Task Force investigators, who are licensed peace officers which are employed and compensated by the Members' law enforcement agencies but shall devote 100 percent of their time to Task Force operations. The Task Force investigators shall work on behalf of the Task Force by gathering and acting on information and investigating specific cases related to felony level drug distribution in the Task Force Members' and Partners Against Drugs' jurisdictions. The Task Force Commander and Task Force investigators also may assist Members and Partners Against Drugs' law enforcement agencies in investigations, provide Members and Partners Against Drugs' law enforcement agencies with technical advice and support, and provide needed equipment to Members and Partners Against Drugs, if available. The number of Task

Force investigators shall be determined from time to time by the Governing Board. Task Force investigators shall have discretionary powers of arrest in all Members and Partners Against Drugs' jurisdictions, pursuant to Minnesota Statutes Section 471.59, subdivision 12.

- 7.2 Reimbursement for Assignment of Task Force Personnel.** The Task Force Commander and the Task Force personnel shall be employed and compensated by the Members' law enforcement agencies. The Task Force shall reimburse Members who assign their personnel to the Task Force a certain rate as set by the Governing Board from time to time.
- 7.3 Assignment of a Task Force Investigator.** A Task Force investigator's assignment to the Task Force shall be considered a privilege. If any investigator is not performing at an acceptable level, or violates the Task Force's policies or procedures, the Task Force Commander shall have the authority to send the investigator back to his or her agency for the remainder of his or her shift. The Task Force Commander must then contact the investigator's supervisor or chief law enforcement officer regarding the issue. The Task Force Member, as the investigator's employer is responsible for taking any disciplinary action or making any change in assignment that it decides is appropriate. Any change to an investigator's assignment to the Task Force must be approved by the Governing Board.
- 7.4 Location of the Task Force.** Task Force investigators shall be located at the Task Force Facility. The Task Force investigators' daily Task Force activities will be supervised and coordinated by the Task Force Commander. All Task Force equipment, information and records shall be stored at the Task Force Facility.
- 7.5 Information and Records.** The Task Force Commander shall be responsible for maintaining an intelligence database for the Task Force. This database should contain information relevant to a suspect's personal information and any alleged criminal activity. Task Force investigators shall be responsible for promptly entering relevant intelligence information into the Task Force intelligence database. Task Force investigators shall also be responsible for maintaining their own informant usage and reliability records at the direction of the Task Force Commander. The Task Force Commander shall also maintain a statistical recordkeeping system that contains information relevant to all Task Force arrests, property seizures, controlled substance seizures and forfeitures. Task Force investigators must timely file all required Task Force reports, documents and other administrative and case work with the Task Force Commander.
- 7.6 Task Force Investigator Training.** Task Force Investigators assigned to investigate narcotics violations are encouraged to obtain training in the following areas prior to assignment or as soon as reasonably practical thereafter:
- A. Search warrants/entries/raid planning and execution
 - B. Civil process/forfeiture procedures
 - C. Evidence collection/testing/handling/packaging/documentation
 - D. Surveillance techniques/counter surveillance awareness
 - E. Electronic surveillance device usage/capabilities/limitations
 - F. Formal complaints/charging
 - G. Covert operations/plain clothes/undercover operations

- H. Interview/interrogation/statements
- I. Crime scene management
- J. Investigative strategies

- 7.7 Task Force Program Support.** A .50 FTE program support position, under the direction of the Task Force Commander shall be provided to the Task Force. Scott County shall be the employer of this position with each member contributing equally toward the annual cost of this position through the task force budget process. Shared expenses shall include salary plus benefit costs associated with the hire. This employee shall be primarily located at the SCALE Regional Public Safety Training Facility and shall perform administrative tasks including, but not limited to grant and budgetary reports, reports to participating agencies, case management-related paperwork and requisite filing related to ongoing operations.

SECTION VIII EQUIPMENT AND PROPERTY

- 8.1 Property.** All individually owned property brought by a Member or Partner Against Drugs into the Task Force shall remain the property of that entity. Any property purchased by the Task Force shall remain the property of the Task Force. In the event the Task Force is disbanded, the remaining property owned by Task Force shall be distributed equally to the current Members of the Task Force.
- 8.2 Equipment Damage.** Each Member or Partner Against Drugs shall be responsible for damage to or loss of its own equipment occurring during Task Force operations. Each Member or Partner Against Drugs waives the right to sue the Task Force and any other member or Partner Against Drugs for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Member or Partner Against Drugs or their officers, employees or agents.
- 8.3 Vehicles and Equipment.** Members shall provide employees that are assigned to the Task Force with a weapon and a cell phone. The Task Force may issue additional equipment to its personnel as necessary. The Task Force shall provide all assigned employees with a Task Force-owned vehicle, which will be maintained and insured by the Task Force. Members shall be responsible for providing fuel for the vehicles.
- 8.4 Forfeitures.** Assets seized and forfeited through lawful channels by the Task Force will be Task Force assets and will be used as supplemental funding for Task Force operations. Forfeited funds, once cleared by the district court will be distributed by the Task Force according to Minnesota Statutes. The Task Force's portion of these funds will be used by the Task Force to offset any of the matching funds budgeted items. These funds will also be used by the Task Force in conjunction with local match dollars to continue Task Force operations should the grant amount be reduced or the grant is denied. The Task Force Commander, in conjunction with the Task Force fiscal agent, is responsible for keeping all financial records relating to the disbursement of forfeitures. Forfeited items such as jewelry, vehicles, or real estate may be sold or disposed of by the Task Force in a manner permitted by law. All firearms seized by the Task Force must be first offered to Members for law enforcement use. The remaining firearms will be destroyed if they are deemed unusable by the Task Force.

SECTION IX EMPLOYEES

- 9.1 Workers' Compensation.** Each Member and Partner Against Drugs shall be responsible for injuries to or death of its own employees in conjunction with services provided pursuant to the Agreement. Each Member shall maintain workers' compensation coverage or self-insurance coverage, covering its own personnel while they are assigned to the Task Force. Each Member waives the right to sue any other party for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Member or Partner Against Drugs or its officers, employees or agents.
- 9.2** Governing Board directors, the Executive Director, the Task Force Commander and all Task Force investigators and staff shall remain employees of the Member that has assigned them to the Task Force and shall be compensated by that Member, not the Task Force. Appointments of the Executive Director and the Task Force Commander shall require the concurrence of the employing Member's chief law enforcement officer.

SECTION X INDEMNIFICATION

- 10.1** The Task Force shall be considered a separate and distinct public entity to which the Members and the Partners Against Drugs have transferred all responsibility and control for actions taken pursuant to this Agreement. To the fullest extent permitted by law, actions by the members and Partners Against Drugs pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Members and the Partners Against Drugs that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes Section 471.59, subdivision 1a (a); provided further that for purposes of that statute, each Member and Partner Against Drugs expressly declines responsibility for the acts or omissions of the other party. The Members and Partners Against Drugs are not liable for the acts or omissions of the other Members and Partners Against Drugs except to the extent to which they have agreed in writing to be responsible.
- 10.2** The Task Force shall defend, indemnify and hold harmless the Members and Partners Against Drugs against all claims, losses, liabilities, suits, judgments, costs and expenses arising out of action or inaction of the Governing Board, its directors, the Executive Director, the Task Force Commander and other employees or agents of the Task Force pursuant to this Agreement. The Task Force shall defend and indemnify the employees of any Member acting pursuant to the Agreement except for any act or omission for which the Member's employee is guilty of malfeasance, willful neglect of duty or bad faith. This Agreement to defend and indemnify does not constitute a waiver by the Task Force or any Member or Partner Against Drugs of the limitations on liability provided by Minnesota Statutes Chapter 466.

SECTION XI DURATION, DISSOLUTION OF THE AGREEMENT

- 11.1 Dissolution.** This Agreement shall remain in full force and effect unless a majority of the Members' governing bodies vote in favor of dissolution, if dissolution is necessitated by operation of law as a result of a decision by a court of competent jurisdiction, or when a majority of remaining Members agree to terminate the Agreement upon a date certain.
- 11.2 Withdrawal.** Any Member may terminate its participation in this Agreement upon 30 days' written notice to the Governing Board. No refund will be made by the Task Force of the annual contribution paid by the withdrawing Member. All rights to Task Force funds and assets are relinquished by the Member upon withdrawal. Withdrawal by any Member shall not terminate this Agreement with respect to any parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any Member prior to withdrawal. Such liability shall continue until discharged by law or agreement.
- 11.3 Effect of Termination.** Termination of this Agreement shall not discharge any liability incurred by the Task Force or by the Members during the term of this Agreement. Upon termination of this Agreement and after payment of all outstanding obligations, property, equipment or surplus money held by the Task Force shall be disbursed as follows:
- A. All individually-owned property and equipment brought into the Task Force by a Member remains the property of that Member, even if the Member is no longer a Member of the Task Force; and
 - B. Any remaining property, equipment and any surplus money owned by the Task Force shall be distributed equally to the current Members.

SECTION XII AMENDMENT

- 12.1 Modification.** This This Agreement sets forth all understandings of the Members and Partners Against Drugs. All prior agreements, understandings, representations whether consistent or inconsistent, verbal or written, concerning this Agreement, are merged into and superseded by this written Agreement. No modification or amendment to the Agreement shall be binding on any Member or Partner Against Drugs unless each Member and Partner Against Drugs agrees in writing to the proposed change or amendment.
- 12.2 Submittal.** Any Member or Partner Against Drugs wishing to submit an amendment to this Agreement shall do so by submitting a written proposal to the Governing Board at a regularly scheduled or special meeting. The Governing Board shall forward the proposed amendment, with a recommendation, to each Member and Partners Against Drugs within 90 days of receipt of the proposed amendment.

- 12.3 Response to Proposed Amendment.** Each Member and Partner Against Drugs shall respond to a proposed amendment within 60 days of receipt from the Governing Board. If no response is received from any member, the amendment is deemed to be rejected.

SECTION XIII MISCELLANEOUS

- 13.1 Data Practices.** The Members and Partners Against Drugs agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Task Force. If a Member or a Partner Against Drugs receives a request to release the data referred to in this section, it must immediately notify the Task Force Commander. The Task Force Commander will give the Member or Partner Against Drugs who has received the data request instructions concerning the release of the data to the requester before the data is released.
- 13.2 Audit.** The books, records and documents relevant to this Agreement are subject to audit by the Members, the Partners Against Drugs and the State of Minnesota at reasonable times upon written notice.

**SOUTHWEST METRO DRUG TASK FORCE
JOINT POWERS AGREEMENT
January 1, 2018 – December 31, 2018**

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned Governmental Unit has caused this Agreement to be signed and delivered on its behalf.

(Name of Government Unit)

By:_____

Its:_____

By:_____

Its:_____

Date:_____,20____.

**OUTPATIENT MENTAL HEALTH SERVICES
CY 2018 PURCHASE OF SERVICE AGREEMENT**

McLeod County (McLeod Social Service Center, 1805 Ford Avenue North, Suite 100, Glencoe, Minnesota 55336), hereafter referred to as the “Agency”, and Hutchinson Health, Hwy. 15 South and Century Avenue, Hutchinson, Minnesota 55350, hereafter referred to as “Contractor”, enter into this Agreement for the period of January 1, 2018 through December 31, 2018.

W I T N E S S E T H

WHEREAS, the Contractor is an approved vendor certified by the Joint Commission of Accreditation of Hospitals to provide Outpatient Mental Health Services to persons; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Section 373.01, 373.02, and 256M.60, wishes to purchase Outpatient Mental Health Services from the Contractor, which shall be provided to certain individuals eligible to receive such services, hereafter referred to as “Clients;” and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services.

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

1. CONTRACTOR’S DUTIES

- a. Have offices available in Hutchinson, Minnesota, for providing mental health services;
- b. Provide the following outpatient mental health services to McLeod County citizens or others who become the financial responsibility of McLeod County:
 - 1) Testing and evaluation for chemical dependency, mental retardation, and mental illness;
 - 2) Group and individual therapy;
 - 3) Case and program consultation upon request of McLeod County Social Service staff, including
 - a) Specific case consultation;
 - b) Provide appropriate staff to serve on the McLeod County Pre-Petition Screening. Committee to provide input on the appropriateness of court commitment for a specific Client;
 - c) Provide in-service training to Social Service staff as requested by the Agency.
 - 4) Services to Client after hospitalizations, medication review, medication management, and maintenance of effective communications to Client’s physician.

- c. Maintain a system of centralized intake. All referrals under this contract will be made to the centralized system.
- d. Maintain a system of 24-hour-a-day Emergency Care Services that meet the requirements under Federal Public Law 97-35 and MN Stat. Section 245.70 to 245.718.
- e. Provide emergency services to meet the needs of persons in the county who are experiencing an emotional crisis. The Contractor shall provide 24-hour toll-free telephone access to a mental health professional, or a designated person with training in human services who receives clinical supervision from a mental health professional, who must be available for at least telephone consultation within thirty minutes.
- f. Pursuant to Exhibit A, attached hereto and incorporated by reference, the Contractor agrees to provide:
 - 1) An explicit description of the services to be provided;
 - 2) An exposition of the staffing, including job descriptions and professional qualifications of personnel;
 - 3) An organization chart;
 - 4) Program content;
 - 5) Staffing patterns;
 - 6) Copies of license;
 - 7) Copies of bonding, indemnity, and insurance data.
- g. The Contractor shall, in writing within 10 days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, the Agency shall determine whether such inability will require modification or cancellation of said contract.
- h. The Contractor shall first seek reimbursement for services provided pursuant to this Agreement from all available third-party payors. If payment has not been received from another payor source within 90 days, Contractor will bill the Agency for the service. Contractor will continue to seek third-party reimbursement and will credit the Agency if and when third-party payment is received. An Agency-approved Sliding Fee Scale shall be utilized and enforced. (See Appendix A.) If the Agency wants a fee waived, such a request will be furnished by a telephone call and a letter or fax.

2. COST AND DELIVERY OF PURCHASED SERVICES

- a. The total amount to be paid for services purchased under this Agreement shall not exceed \$15,000.00 during CY 2018.

The unit cost for providing services for reimbursement shall be as follows:

Psychiatrist.....	\$277/hour
Licensed Psychologist (Doctorate Level)	\$157/hour
Licensed Psychologist.....	\$150/hour
Mental Health Professional (Master’s Level)	\$134/hour
Mental Health Practitioner	\$103/hour
Group Therapy	\$56/hour
	or \$88 for 90-minute session
OBRA Assessments	\$335

In the event the ceiling cap is reached prior to December 31, the Agency shall consider appropriate additional dollars sufficient to pay Contractor for services to clients at the agreed-upon rates through the contract year.

- b. Case consultation/Program Consultation services must be approved by the Social Service Director or Social Service Supervisor prior to delivery. Reimbursement for consultation services will be at the rate identified in 2.a. in accordance with credentials of the consultant.
- c. The Contractor shall bill McLeod County Center, monthly on the stated rates. The Contractor will provide the Agency with an invoice listing the Client’s name and address.
- d. Purchased services will be provided at Hutchinson Health.

3. ELIGIBILITY FOR SERVICES

The parties understand and agree that the eligibility of the Client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by the Agency through the Sliding Fee Schedule (attached).

The parties understand and agree that preliminary eligibility will be determined by:

- a. The Contractor documenting that the Client has no outpatient mental health insurance or a deductible of at least \$100;
- b. The Contractor will refer client to apply on the MNSure website for medical programs at www.mnsure.org ;
- c. The Contractor will refer the Client to the Agency to apply for financial assistance programs through the MNSure website at least once every twelve (12) months and obtain a Release of Information form allowing for an exchange of information regarding outpatient sliding fee eligibility;
- d. Pending a determination of eligibility, the Contractor may see the Client for one (1) outpatient visit per episode and if not found eligible for Medical Assistance or the Sliding Fee Scale, the Agency will guarantee payment.

The parties further understand and agree that:

- f. The Contractor shall not charge Clients who qualify for the Outpatient Mental Health Sliding Fee Scale any fee for service beyond that permitted by the Sliding Fee Scale. However, the Contractor may charge any Client a fee based on a “failed appointment” or “late cancellation” policy.
- g. When the Agency has determined that the Client is no longer eligible to receive Purchased Services or that services are no longer needed or appropriate, the Agency shall notify the Contractor within five (5) days of the determination. The Agency shall notify the Client of proposed termination of services in writing at least ten (10) days prior to the proposed agency action and of the Client’s right to appeal this proposed agency action.
- h. The Contractor shall notify the Agency and the Client in writing whenever the Contractor proposes to discharge or terminate service(s) to a Client. The notice must be sent at least five (5) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s). The Contractor shall not discharge or terminate services to a Client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
- i. The Contractor shall establish written procedures for discharging a Client or terminating services to a Client. The written procedures shall include preparation of a summary of findings, processes, and plans to be transmitted with the Client.
- j. Eligibility will not be granted to those Clients who are not lawfully residing in the United States of America.

4. INDIVIDUAL SERVICE AND HABILITATION PLAN

The parties understand and agree that all services provided to eligible recipients under the terms of this contract shall be in accordance with the Individual Service Plan and Individual Habilitation Plan, developed with, for, and on behalf of the individual Client.

Performance of the Contractor will be monitored in accordance with Client outcomes as specified in the Individual Service and Habilitation Plan goals and objectives.

The Agency shall not delegate the development of Individual Service Plans (ISP’s) and Individual Habilitation Plans (IHP’s) to the Contractor.

5. PAYMENT FOR PURCHASED SERVICES

- a. Certification of Expenditures: The Contractor shall, within five (5) working days following the last day of each calendar month, submit a standard invoice for social services purchased to the McLeod County Social Service Agency. The invoice shall show: (1) total program and administrative expenditures for the month; and (2) an itemized account of each social services eligible individual identifying the services provided, number of units and cost per unit, including

administrative costs allocated to the provision of purchased services to reimbursement eligible Clients.

- b. Payment: The Agency shall, within forty-five (45) days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement-eligible Clients identified on the invoice.
- c. Other Payers. To the extent applicable law allows, the Contractor may seek payment for outpatient mental health services from payers other than the Agency, including but limited to governmental payers, private insurers, health maintenance organizations, and the Client.

6. AUDIT AND RECORD DISCLOSURE

The Contractor shall:

- a. Send the following financial, statistical, and social services reports to the Agency:
 - 1) Periodic progress reports on Clients as agreed to by Agency case worker and mental health staff;
 - 2) Annual audit report.
- b. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
- c. Maintain all records pertaining to the contract at Hutchinson Health for four (4) years for audit purposes.
- d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual and the administrative rules of the State Agency.

7. SAFEGUARD OF CLIENT INFORMATION

Neither party to this Agreement shall use or disclose individually identifiable health information concerning an eligible Client except as permitted by the Government Data Practices Act, Laws of Minnesota, Chapter 13; 42 U.S.C. § 290dd-2; and other applicable state and federal law. If required under the Health Information Portability and Accountability Act (HIPAA) Privacy Standards, the Contractor provides assurances to the Agency that it will comply with HIPAA 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 Agency; 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 Agency or Department of Human Services if requested; and, upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

8. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS/NONDISCRIMINATION

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e), including Executive Order No. 11246; and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504.

The Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36 (2010). This section shall not apply if the grant is for less than \$100,000 and the Contractor has employed forty (40) or less full-time employees during the previous twelve (12) months.

9. FAIR HEARING AND GRIEVANCE PROCEDURES

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

10. BONDING, INDEMNITY, INSURANCE, AND AUDIT CLAUSE

- a. Bonding: The Contractor shall obtain and maintain at all times during the term of this Agreement a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$2,500.00
- b. Indemnity: The Contractor agrees that it will indemnify and hold harmless the Agency from any and all liability, loss, damages, costs, or expenses, other than those liabilities, losses, and damages from which Agency and/or Contractor may be statutorily immune, which may be claimed against the Agency:
 - 1) By reason of any service Client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or his assigns; or
 - 2) By reason of any service Client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof, has undertaken or is furnishing the care and service called for under this Agreement.
- c. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this contract have and keep in force a liability insurance policy in the amount of \$50,000 for bodily injury or property damage to any one person and \$300,000 for total injuries or damages arising from any one incident.

- d. Audit: The Contractor agrees that within sixty (60) days of the close of its fiscal year, an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Single Audit Act of 1984, P.L. 98-502, and Office of Management and Budget, Circular No. A-128. After completion of the audit, a copy of the audit report must be filed with the Agency.

11. CONDITIONS OF THE PARTIES' OBLIGATIONS

- a. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall terminate as of the date Agency delivers written notice of termination to Contractor. Agency shall reimburse Contractor for all services provided pursuant to this Agreement prior to the date Contractor receives notice of termination pursuant to this paragraph 11(a).
- b. This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person. Agency shall reimburse Contractor for all services provided pursuant to this Agreement prior to the termination date.
- c. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, signed by both parties, and attached to the original of this Agreement.
- d. No claim for services furnished by the Contractor, other than those specifically provided for in this Agreement, will be allowed by the Agency, nor shall the Contractor bill the Agency for such services, unless the provision of the services is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.
- e. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

12. SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this Agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

13. MISCELLANEOUS

Entire Agreement: 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 relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social service agency relating to the subject matter hereof.

BY: _____ Date: _____
Director
McLeod Social Service Center

BY: _____ Date: _____
Chairperson
McLeod County Board of County
Commissioners

BY: _____ Date: _____
County Administrator
McLeod County

BY: _____ Date: _____
President
Hutchinson Health

APPROVED AS TO FORM AND EXECUTION

County Attorney
McLeod County

DATED: _____

**MENTAL HEALTH SERVICES - HOLD ORDERS
2018 PURCHASE OF SERVICE AGREEMENT**

McLeod County (McLeod Social Service Center, 1805 Ford Avenue North, Suite 100, Glencoe, Minnesota 55336), hereafter referred to as the "Agency", and Hutchinson Health, 1095 Highway 15 South, Hutchinson, Minnesota 55350, hereafter referred to as "Contractor", enter into this Agreement effective January 1, 2018.

W I T N E S S E T H

WHEREAS, the Contractor is an approved vendor certified by the Joint Commission to provide Mental Health Hold Order Services (as defined below); and

WHEREAS, the Agency is an instrumentality of McLeod County, which, under Minnesota Statutes sections 253B.045 and 256G.08, is financially responsible for the cost of Mental Health Hold Order Services provided to Covered Patients (as defined below); and

WHEREAS, the Agency, as required by Minnesota Statutes, section 253B.045 and chapters 256G and 256M, wishes to purchase Mental Health Hold Order Services from the Contractor for Covered Patients; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform Mental Health Hold Order Services.

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

I. CONTRACTOR'S DUTIES

- a. Subject to the limitations described in this Agreement, Contractor agrees to provide to Covered Patients those services described in Minnesota Statutes, chapter 253B (herein "Mental Health Hold Order Services"), which as determined to be medically appropriate by Contractor may include:
 - 1) Confinement of Persons;
 - 2) Observation;
 - 3) Psychiatric Services;
 - 4) Diagnostic and Evaluation Services;
 - 5) Nursing Services;
 - 6) Family Education and Support Services;
 - 7) Group and Individual Therapy;
 - 8) Medications and Medication Administration (including forced medications when approved by the court);
 - 9) Occupational and Recreational Therapy; and
 - 10) Other Treatment Services specified in the Covered Patient's individual treatment plan, including chemical dependency treatment when necessary and integrated with the psychiatric treatment.
- b. The Contractor agrees to provide Agency with the following documents, which are attached hereto and incorporated by reference:
 - 1) An explicit description of the Mental Health Hold Order Services to be provided;

- 2) An exposition of the staffing, including job descriptions and professional qualifications of personnel;
 - 3) An organizational chart;
 - 4) The number of program participants;
 - 5) Program content; and
 - 6) Copies of any facility licenses.
- c. The Contractor shall first seek reimbursement for Mental Health Hold Order Services from all available third-party payers. If payment has not been received from another payer source within 180 days, Contractor will bill the Agency. Contractor will continue to seek third-party reimbursement and will credit the Agency if and when third-party payment is received.
 - d. The Contractor agrees to inform Covered Patients who may have a Serious and Persistent Mental Illness, as contemplated by Minnesota Statutes section 245.462, about the availability of case management services from the Agency, or, as applicable, other Minnesota counties.

II. COST AND DELIVERY OF PURCHASED SERVICES

- a. Agency shall pay Contractor \$1,555 per day (herein the "Per Diem Rate") for the duration of the inpatient stay of each Covered Patient for whom Contractor provides Mental Health Hold Order Services pursuant to Minnesota Statutes, chapter 25 3B. The Per Diem Rate includes room and board, medications, physician, psychologist, clinical nurse practitioner, Emergency Room services, and other professional services while the Covered Patient is held involuntarily by Contractor. The Agency is not financially responsible for services provided to Covered Patients whose treatment at Contractor changes to voluntary status. The parties agree to negotiate in good faith increases in the Per Diem Rate for periods after December 31, 2018.
- b. The Contractor shall accept payment and the rate of payment from a third party payor (such as Medical Assistance, Medicare or other insurance), including any applicable patient co-pays, as payment in full and agrees to bill the Agency only for Covered Patients.
- c. The Contractor will provide Mental Health Hold Order Services pursuant to this Agreement at Hutchinson Health, 1095 Highway 15 South, Hutchinson, Minnesota 55350.

III. ELIGIBILITY FOR SERVICES

- a. The Agency agrees that McLeod County is the County of Financial Responsibility, as defined by 253B.045 and 256G.08, for each Covered Patient treated pursuant to this Agreement. "Covered Patient" means a person who meets all criteria listed below:
 - 1) The person (i) is a resident of McLeod County; or (ii) has no residence or resides in another state and is the subject of a hold order originating in McLeod County; or (iii) is admitted to Contractor pursuant to a court order issued in McLeod County; and
 - 2) The person is either (i) admitted and held involuntarily in compliance with the requirements specified in Minnesota Statutes section 253B.05 for a physician or peace officer hold; or (ii) admitted and held pursuant to a court order issued under Minnesota Statutes chapter 253B; and

- 3) The person is receiving services involuntarily.
- b. The Contractor will use its best efforts to notify the Agency within one business day, excluding weekends and holidays, of admitting a person who may qualify as a Covered Patient.
- c. The Contractor will attempt to determine whether or not to support a petition for civil commitment for a Covered Patient within 48 hours of receiving notice that a hold order has been signed.
- d. McLeod County will pay the Per Diem Rate for all patients for which McLeod County is the committing county, pursuant to Minnesota Statutes 256G.08 and, if appropriate, will seek reimbursement from the County of Financial Responsibility, as defined in Minnesota Statutes 256G.02, subd. 4. McLeod County may act as host county for other Minnesota counties who wish to use Contractor's Mental Health Hold Order Services and will cooperate with Contractor's efforts to obtain reimbursement from these counties.
- e. The Contractor reserves the right to deny admittance to a Covered Patient (1) if all available beds are occupied; or (2) in accordance with the admission policies of Contractor.

IV. PUBLIC ASSISTANCE ELIGIBILITY

- a. The Agency, upon notification by the Contractor of the involuntary admission of a patient pursuant to Minnesota Statutes chapter 253B, shall assist the patient with completing the Minnesota Healthcare Programs application process.
- b. The Contractor will work cooperatively with the Agency (or other Minnesota County of Financial Responsibility) in determining final eligibility or ineligibility for public assistance, including medical spend-downs, for all patients who do not have a confirmed third-party payment source.

V. INDIVIDUAL SERVICE PLAN

- a. The parties understand and agree that all services provided to a Covered Patient under the terms of this Agreement shall be in accordance with the Individual Service Plan and Individual Habilitation Plan, developed with, for, and on behalf of the individual Covered Patient.
- b. Performance of the Contractor will be monitored in accordance with Covered Patient outcomes as specified in the Individual Service and Habilitation Plan goals and objectives.
- c. The Agency shall not delegate the development of Individual Service Plans (ISP's) to the Contractor. The Agency must ensure the development of the ISP.
- d. Except when otherwise prohibited by applicable state or federal law, the Contractor will include the Agency in any discharge planning of a Covered Patient under this Agreement when the Covered Patient has signed a release of information.

VI. PAYMENT FOR MENTAL HEALTH HOLD ORDER SERVICES

- a. Certification of Expenditures: The Contractor shall submit a standard invoice for Mental Health Hold Order Services purchased by the Agency within 30 days after a determination has been made that there is no other payor or payment mechanism or within 180 days after the month in which the Mental Health Hold Order Services were provided, whichever is longer. The Contractor will not bill the Agency for any costs or any remaining costs, such as spend downs or co-pays, incurred by patients who are not Covered Patients.
- b. Payment: The Agency shall, within 45 days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement-eligible Covered Patients identified on the invoice.

VII. AUDIT AND RECORD DISCLOSURE

The Contractor shall:

- a. Send to the Agency periodic progress reports on Covered Patients as agreed to by Agency case worker and mental health staff.
- b. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor Mental Health Hold Order Services.
- c. Maintain all records pertaining to this Agreement at Contractor for 4 years after the creation of the record for audit purposes.
- d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual and the administrative rules of the Department.
- e. Work in cooperation with any Minnesota Mental Health Initiative project by supplying any requested non-identifying information for purposes of planning, if disclosure of such information is permitted by applicable laws regarding the privacy of health information.

VIII. SAFEGUARD OF CLIENT INFORMATION

Neither party to this Agreement shall use or disclose individually identifiable health information concerning a Covered Patient except as permitted by the Government Data Practices Act, Laws of Minnesota, Chapters 13 and 144; 42 U.S.C. § 290dd-2; and other applicable state and federal law. If required under the Health Insurance Portability and Accountability Act (HIPAA) Privacy Standards, the Contractor provides assurances to the Agency that it will comply with HIPAA requirements necessary to protect individually identifiable health information (IIHI). To the extent required by HIPAA, the parties agree that (i) IIHI will be appropriately safeguarded; (ii) any misuse of IIHI will be reported to the Agency; (iii) the parties will secure satisfactory assurances from any subcontractor, grant individuals access to and ability to amend their IIHI, make available an accounting of disclosures, release applicable records to the Agency or Department of Human Services if requested, and, upon termination, return or destroy all IIHI in accordance with conventional record destruction practices, if feasible.

IX. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS/NONDISCRIMINATION

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e), including Executive Order No. 11246; and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504.

The Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights.

X. FAIR HEARING AND GRIEVANCE PROCEDURES

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by the Department of Human Services administrative rules.

XI. BONDING. INDEMNITY. INSURANCE. AND AUDIT CLAUSE

- a. Bonding: The Contractor shall obtain and maintain at all times during the term of this Agreement a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$ 36,000.00.
- b. Indemnity: Each party agrees to indemnify and hold the other party, its officers, directors, and employees harmless from and against all claims, causes of action, damages, loss, costs, and expenses (including, but not limited to, reasonable attorneys' fees and penalties) suffered or incurred by the other party and to the extent arising out of the negligent acts or omissions, willful misconduct, or breach of this Agreement by the indemnifying party or its officers, directors, employees, or agents.
- c. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Agreement have and keep in force a liability insurance policy in the amount of \$300,000 for bodily injury or property damage to any one person and \$1,000,000 for total injuries or damages arising from any one incident.
- d. Audit: The Contractor agrees that within 90 days of the close of its fiscal year, an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Single Audit Act of 1984, P.T. 98-502, and Office of Management and Budget, Circular No. A-128.

XII. CONTRACTOR DEBARMENT. SUSPENSION AND RESPONSIBILITY CERTIFICATION

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

By signing this contract, the Contractor certifies that it and its directors, officers, and employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency; and
- b. 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.

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at www.dhhs.gov/progorg/oig/. If you do not have access to the website, and/or need the information in an alternative format, contact: McLeod Social Service Center at (320)864-3144.

XIII. TERM AND TERMINATION

- a. The initial term of this Agreement shall begin as of the Effective Date and shall continue until December 31, 2018. Thereafter, the Agreement shall automatically renew for additional one year terms unless terminated as described in this Agreement.
- b. This Agreement may be canceled by either party at any time, with or without cause, upon 180 days' notice, in writing, delivered by mail or in person.
- c. Before the termination date specified in this Agreement, the Agency may evaluate the performance of the Contractor in regard to the terms of this Agreement to determine whether such performance merits renewal of this Agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, and signed by both parties.
- e. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

XIV. SUBCONTRACTING AND ASSIGNMENT

The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this Agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this Agreement. The Contractor shall be responsible for the performance of any subcontractor.

The Contractor may assign any of its rights and delegate any of its obligations under this Agreement, without the consent of Agency, to any successor entity that assumes all or substantially all of Contractor's rights, title, interests and health care operations.

XV. NONCOMPLIANCE

- a. If either party fails to comply with the provisions of this Agreement, the other party may seek any available legal remedy.
- b. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this Agreement has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

XVI. LIMITED ENGLISH PROFICIENCY PROVISIONS

All Agency contractors, grantees, licensees and any other public or private individual and/or organization that operates, provides or engages in health, or social service programs and activities on behalf of the Agency and receives federal funding, must comply with the Title IV language access requirements. Title IV and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance. Federal Civil Rights compliance requirements for Title IV include a legal obligation to provide language assistance services to all applicants and clients with Limited English Proficiency free of charge and in a timely manner during all hours of operation.

XVII. ENTIRE AGREEMENT

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 relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social service agency relating to the subject matter hereof.

BY: _____
Director
McLeod Social Service Center

Date

BY: _____
Chair
McLeod County Board

Date

BY: _____
Administrator
McLeod County

Date

BY: _____
President
Hutchinson Health

Date

APPROVED AS TO FORM AND EXECUTION

Attorney
McLeod County

Date

PURCHASE OF SERVICE AGREEMENT

McLeod County (McLeod Social Service Center, 1805 Ford Avenue North, Glencoe, MN 55336), hereafter referred to as the "Department," and Village Ranch Child and Family Services, hereafter referred to as "Contractor," enter into this agreement for the period from January 1, 2018 to December 31, 2018.

WITNESSETH

WHEREAS, the Contractor is a non-profit corporation organized under the laws of Minnesota, and;

WHEREAS, the Contractor is an approved vendor according to the Minnesota Department of Human Services.

WHEREAS, the Department wishes to purchase such program services from the Contractor.

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

1. Purchase of Service

As specified in the Federal Register of January 31, 1977 - CFR 45 part 228 and the Minnesota Comprehensive Annual Services Program Plan, the Department agrees to purchase and the Contractor agrees to furnish the following service: Counseling service for families and individuals. (See Exhibit A, describing in summary the following: 1) overall function of the Contractor; 2) program to be purchased, including goals and objectives; and 3) staff qualifications).

Also, those portions of administrative expenditures incurred by the Contractor in providing Purchased Services to reimbursable eligible clients shall be purchased by the Department.

Contractor will provide sufficient staff, facilities, equipment, etc., to deliver the purchased services to be purchased by Department. Contractor shall, in writing within ten days, notify Department whenever it is unable to, or going to be unable to provide the required quality or quantity of Purchased Services. Upon such notification, Department and Contractor shall determine whether such inability will require a modification or cancellation of the contract.

2. Cost and Delivery of Purchased Services

Contractor offers the services to be purchased: **Children's Therapeutic Services and Supports Skills Training (See Exhibit A). The total amount to be paid by the Department for such services will not exceed \$45,000. The unit cost for purchase of Skills Training shall be the current Medical Assistance Rate.** Contractor will invoice the Department or third party insurance for qualified services. This grant is to cover the Administration cost not recovered when providing Home-Based Services to third party reimbursable clients and/or for non-reimbursable clients.

Definitions:

- a. **Client** - means an individual family or group who receives services from the Contractor.
- b. **Client Visit** - means a period of time the Contractor spends at the client's own home or other location designated by the Department. A "client visit" does not include any interdisciplinary team meetings.
- c. **Co-facilitated** - means rendered concurrently to client by more than 1 Contractor employee.
- d. **Collateral Contact** - means the provision of a purchased service delivered directly to a client by telephone or in person or telephone communication with a member of a client's informal support network including professionals working with the client, to the extent that such communication is necessary to effectively deliver the purchased service.
- e. **Direct Service** - means a purchased service rendered directly to a client in person, during a client visit or interdisciplinary team meeting.
- f. **Referral** - means a telephone contact or other communication that requests the Contractor to render services to a given client.

3. Eligibility for Services

The Department will determine the client's eligibility for social services by completing the Social Service Application. The Department will, within 30 calendar days of the receipt of the application, certify in writing to the contractor the recipient's eligibility for purchased social services, and the amount, disposition, and collection of any fee for said purchased services, if applicable.

This signed Purchase of Service Agreement must be received by three days prior to the family receiving services. The Department shall notify Contractor within five days when the Department determines a client is no longer eligible to receive service.

4. Payment for Purchased Services

- a) Certification of Expenditures: The Contractor shall, within fifteen working days following the last day of each calendar month, submit the Standard Invoice (For Social Services Purchased) to the placing Department. The invoice shall contain: 1) name of facility served; and 2) number of hours of service with hourly rate and total costs for provided services.
- b) No fees shall be imposed other than those established in this contract for social service clients. The Department is responsible to the Contractor for the total charges for services incurred by the family.
- c) The Department shall, within forty-five days of the date of the receipt of the invoice, make payment to the Contractor.

5. Audit and Record Disclosures

- a) The Contractor shall: Send the following financial, statistical and social service reports: Summaries of Clinical Reviews (staffing) on a ten-week basis or as requested by the Contractor to the Department of responsible county and summaries of any Satisfaction Surveys.

- b) Allow personnel of the Department, the Minnesota Department of Human Services and the Department of Health, Education, and Welfare, access to the Contractor's clinical service records at reasonable hours in order to exercise their responsibility to monitor the services.
- c) Furnish the Department with information about fees paid to Contractor and source and make available such records at Contractor for five years.
- d) Comply with policies of the Minnesota Department of Human Services regarding (1) social service recording as defined in Public Welfare Social Service Manual, Section I-2470; and (2) monitoring procedures as defined in 1973 Policy Bulletin #6 dated February 14, 1973.
- e) Audit: The Contractor will determine if it needs to comply with the Single Audit Act Amendments of 1996, P.L. 104.156 and Office of Management and Budget, Circular No. A-133. Approximately 35% of the funds received as a result of this agreement are issued under CFDA # 93.667.

If Contractor determines it must comply with any of these, Contractor agrees that, within 60 days of the close of its fiscal year, an audit will be conducted by a Certified Public Accounting Firm which will meet the applicable requirement(s).

If Contractor determines that it does not need to comply with any of these, Contractor agrees that, within 60 days of the close of its fiscal year, an audit will be conducted by a licensed public accounting firm.

After completion of either audit, Contractor agrees to submit a copy of the audit report and management letters to the Agency.

6. Safeguard of Client Information

The individual employed by the Contractor who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, shall be Scott Bakeberg. The Agency shall ensure that a joint Release of Information document is completed prior to providing private information to the Contractor, in accordance with Minnesota Rules, parts 1205.0100 to 1205.2000. If required under the HIPAA Privacy Standards, the Contractor provides assurances to the Department that it will comply with Health Information Portability and Accountability Act (HIPAA) 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 Department; 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 or Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

7. Fair Hearing and Grievance Procedures

The Contractor will establish a system through which eligible clients/families may present grievances about the operation of the service program, and the contractor shall advise eligible client families of this right.

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

8. Bonding, Indemnity and Insurance Claims

- a) Bonding/Crime Insurance: The Contractor agrees to obtain and maintain for the duration of this agreement a General Fidelity Bond or Crime Insurance Policy which covers monies of the county handled by the service provider, monies and/or securities of clients of the county, and access to monies and/or security of clients that the service provider staff come into contact with. In addition, McLeod County must be named as an additional insured on the crime insurance policy. Copy of certificate of insurance or bond must be provided to the agency. Such policy or bond shall be in the amount of \$100,000.
- b) Indemnity: The Contractor does hereby agree that it will at all times during the terms of this agreement indemnify, and hold harmless the Department against all any and all liability, loss, damages, costs or expenses which the Contractor may hereafter sustain, incur or be required to pay (1) by reason of any service client suffering personal injury, death or property loss or damages either while participating in the Contractor's services or while being transported to and from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Contractor or any officer, agent or employee thereof; or (2) by reason of any service client causing injury to or damage to the property or another person during the time when the Contractor or any officer, agent, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.

9. Liability and Worker's Compensation Insurance:

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from contractors operations under the contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- a) Worker's Compensation including Employers Liability with the following coverages and limits:

Bodily Injury by Accident - \$100,000 each person, each occurrence
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$100,000 each employee

- b) Automobile Liability Coverage including Hired Car and Employers Non-Ownership Liability with the following limits of Liability:

Combined Bodily Injury and Property Damage - \$2,000,000 each occurrence

- c) Commercial General Liability to include the following coverages and Limits of Insurance:

Each Occurrence Limit - (Combined Bodily Injury and Property Damage) - \$1,000,000
General Aggregate Limit - (other than products - completed operations) - \$1,000,000

Products - Completed Operations Aggregate Limit - \$1,000,000
Personal and Advertising Injury Limit - \$1,000,000
Fire Damage Limit - \$100,000 any one fire
Medical Expense Limit - \$5,000 any one person
Professional Liability - \$1,000,000

Coverage Afforded Shall Include:

Premises/Operations
Products/Complete Operations
Contractual Liability Including Oral and Written Contracts
Personal and Advertising Injury
Fire Damage
Medical Payments

- d) A Certificate of Insurance naming McLeod County as certificate holder shall be furnished to McLeod County prior to commencement of the project and shall also include the following stipulations:
- Specify McLeod County as additional insured for Automobile, Commercial General Liability or for any other liability policies.
 - Provide 30 days notice of cancellation to certificate holder.

10. Conditions of the Parties' Obligations

- a) It is understood and agreed that in the event the reimbursement to the Department from State and Federal 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 may thereupon be terminated.
- b) This agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing delivered by mail or in person.
- c) At least sixty days before the termination date specified in Section I of this agreement the Department shall evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- d) Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e) No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
- f) In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and

renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

g) Federal funds will not be used to match other Federal funds.

11. Equal Employment Opportunity, Civil Rights and Nondiscrimination:

- a. Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; and all other federal regulations which prohibit discrimination in any program receiving federal financial assistance.
- b. Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073. This section shall not apply if the grant is for less than \$100,000, or the Contractor has employed forty (40) or less full-time employees during the previous twelve (12) months. Contractor also agrees to comply with all other applicable provisions in Minnesota Statutes, chapter 363.

12. Subcontracting

- a. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this contract without prior written approval of the Agency.
- b. All subcontractors shall be subject to and shall meet all requirements of this contract.
- c. The Contractor shall ensure that any and all subcontracts, to provide service under this contract, shall contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract.

The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the subcontractor for any appropriate relief in law or equity, including but not limited to, rescission, damages, or specific performance, or all or any part of the contract between the county board and the Contractor.

The subcontractor specifically acknowledges that the county board and the Minnesota Department of Human Services are entitled to and may recover from the subcontractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained in a court of law.

This provision shall not be construed to limit the rights of any party to the contract 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.

- d. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance with the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

13. Contractor Debarment, Suspension and Responsibility Certification:

Federal Regulations 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. 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 Contract, The Contractor Certifies That It And Its Principals* And Employees:

- a. 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 department or agency; and
- b. Have not within a three-year period preceding this contract: 1) 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; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor 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.

* "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers

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/fraud/exclusions/listofexcluded.html>

If you do not have access to the website, and/or need the information in an alternative format, contact the Agency.

14. Disclosure of Information

Any program for which funding is or will be claimed under Title XX for the purchase of social service, medical or remedial care or health-related homemaker services shall disclose to the State Title XX Agency the name of any person: 1) Who has an ownership or control interest in or in an agent or managing employee of the hospital, nursing facility, institution, organization or agency; and 2) Who has been convicted of a criminal offense related to the person's involvement in any programs under Title XVIII, XIX or XX of the Social Security Act since the inception of these programs. Such disclosure shall be made on federally prescribed form OMB No. 66-R-0133. The Contractor understands that failure to provide this information shall result in refusal to contract or termination of existing contracts.

15. Noncompliance:

- a. If the Department, Contractor or subcontractor fails to comply with the provisions of this contract, any party may seek any available legal remedy.
- b. Either party shall notify the other party within thirty (30) days when a party has reasonable grounds to believe that this contract has been, or will be, breached in a material manner. The party receiving such notification shall have thirty (30) days, or such other reasonable period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

16. Miscellaneous

The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the Contractor 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 contract between the county board and the Contractor.

The Contractor of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained in a court of law. This provision shall not be construed to limit the rights of any party to the contract 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.

17. Entire Agreement

It is understood and agreed upon that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any alterations to this document will render the agreement null and void. Subsequent alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

The person(s) executing this agreement on behalf of the Contractor does so with the full legal authority of the Contractor.

Scott Bakeberg, Village Ranch Child and Family Services

Date

Chair, McLeod County Board

Date

Human Service Director, McLeod Social Service Center

Date

Administrator, McLeod County

Date

APPROVED AS TO FORM AND EXECUTION

McLeod County Attorney

Date

Skills Training

Individual, family, and group skills training provides rehabilitation of specific skills deficits or maladaptive skills acquired over the course of a psychiatric illness and is designed to improve:

- The basic functioning of the child with ED and the child's family in the activities of daily living and community living; and
- The social functioning of the child and the child's family in areas important to the child maintaining or reestablishing residency in the community.

Mental health professionals or mental health practitioners can provide skills training.

The child must always be present during skills training. A brief absence of the child may be allowed to redirect or instruct family members.

Skills training, whether delivered to children or their families, must be targeted to the specific deficits or maladaptation of the child's mental health disorder and must be prescribed in the child's ITP. Skills training must:

- Consist of activities designed to promote skill development of both the child and the child's family in the use of age appropriate, daily living skills; interpersonal and family relationships; and leisure and recreational services;
- Consist of activities that assist the family to improve the family's understanding of normal child development and to use parenting skills that will help the child achieve the goals outlined in the child's ITP;
- Promote family preservation and unification, family's integration with the community, and reduce the use of unnecessary out-of-home placement or institutionalization of the child.

Group skills training may be provided to multiple recipients who, because of the nature of their emotional, behavioral, or social dysfunction, can derive mutual benefit from interaction in a group setting by:

PROGRAM TO BE PURCHASED

Skills Training through Children's Therapeutic Services and Support

It is the purpose of Village Ranch Child and Family Services to offer families and communities an alternative to the out-of-home placement of children and adolescents in foster, group, residential, and institutional placements. Through the intensive provision of services by professional staff in the home (utilizing individual, marriage and family therapy, community resource mobilization, social learning theory, supportive therapy budgeting, etc.) Efforts will be made to restructure and reorder their functioning and build on their strengths. In addition to a family systems orientation to problems and solutions, this program's staff will assure the delivery and coordination of existing community services needed to maintain and improve family functioning. Treatment staff will protect and find resolutions to the problems whenever possible. When it is determined that a placement outside of the family is necessary, the Intensive In-Home Treatment Program staff can be utilized to facilitate the earliest possible return of the child to his/her family.

PRIOR EXPERIENCE OF STAFF:

A. SUPERVISOR, INTENSIVE IN-HOME TREATMENT PROGRAM

Formal Training: Master's of Social Work or equivalent Master level degree in Human Services.

Licensed: L.I.C.S.W., LMFT, LPCC or L.P

Training seminars regarding workshops and practicums in individual, couple, family, and group psychotherapy, child neglect and abuse treatment, sexual abuse treatment, alcohol and drug abuse treatment, juvenile justice systems active in MCCA.

Prior Experience: Family Therapy experience in areas of child abuse with neglect, sexual abuse, alcohol and drug abuse; experience with child protection agencies and multi-agency involvement. Significant demonstrated family therapy clinical experiences.

B. INTENSIVE IN-HOME TREATMENT STAFF

Formal Training:
Required

- 1) Bachelor of Degree of Social Work, or
- 2) Bachelor in Helping Profession
- 3) 6,000 hours of clinically supervised work with children and adolescents experiencing emotional/behavioral disorders, or
- 4) Enrollment in a Graduate program within the helping profession discipline.

Significant training in areas of family therapy, couples and individual therapy, child abuse and neglect, sexual abuse, delinquency, drug and alcohol abuse, child welfare systems.

Prior Experience: Staff occupying these positions will have significant experience in working in families experiencing problems with child abuse and neglect, juvenile delinquency and emotional problems of child and adults. Experience in behavioral management and individual marital and family therapy is preferred. Ability to function with, develop, and coordinate community resources is required.

- C. AGENCY EXPERIENCE BRIEF: Village Ranch Child and Family Services is a provider with extensive experience in working with families in a wide range of services to parents and children by providing family therapy and individual counseling.

AMOUNT AND COST OF SERVICE UNIT AVAILABLE

Skills Training: All service units include one hour of direct or indirect service to clients. Rate Per Service Unit: Medical Assistance Rate.

**2018 CONTRACT FOR SERVICES BETWEEN McLEOD
COUNTY (SOCIAL SERVICES) and Laural Olson**

The parties of this contract shall be Laural Olson, hereafter referred to as "Independent Contractor," and McLeod County (Social Services), hereafter referred to as the "Agency."

A. DUTIES OF THE INDEPENDENT CONTRACTOR

The Independent Contractor agrees to furnish support services to children and families in McLeod County. Specific services to be provided to each child and/or family will be determined by their individual needs. Services to be provided include, but are not limited to:

1. Parenting assistance;
2. Assistance with money management;
3. Assistance with meal planning and grocery shopping;
4. Assistance in learning appropriate social skills;
5. Independent living skills.

In addition, the Independent contractor agrees to:

1. Maintain data on the dates and hours that services are provided and submit them to the Agency by the 5th of the following month;
2. Provide verbal updates as needed and written progress reports monthly

B. RESPONSIBILITIES OF THE INDEPENDENT CONTRACTOR

The Independent Contractor agrees to comply with MN Statutes regarding data privacy. The Independent Contractor will not discuss any information about the clients being served with anyone outside the Agency unless an appropriate release is obtained from the clients or client's parent/guardian.

The Contractor provides assurances to the Agency that it will comply with Health Information Portability and Accountability Act (HIPAA) 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 Agency;
- 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 Agency or Department of Human Services if requested; and,
- Upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

The Independent Contractor agrees to be responsible for insuring that the following are provided for herself and any subcontracted workers:

1. Any desired insurance coverage including, but not limited to, liability, health, workman's compensation and disability;
2. A valid driver's license and at least the minimum automobile insurance coverage required by the Minnesota Statute.

C. DUTIES OF McLEOD COUNTY

1. The County shall pay the Independent Contractor thirty dollars (\$32.96) per hour.
2. The total reimbursable hours permissible under the terms of this agreement shall not exceed 1080.
3. The total amount of the agreement shall not exceed \$35,597.
4. The Contractor shall act as an Independent Contractor and McLeod County agrees to provide a legal defense to the Independent Contractor for any action brought against the Independent Contractor in furtherance of the duties of this contract. McLeod County will not be responsible for any damages awarded or settlement negotiated arising out of any claims made against the Independent Contractor.
5. This contract shall extend from 01-01-18 to 12-31-18.

D. CONTRACT TERMINATION

This contract may be canceled upon thirty (30) days written notice by either party.

THIS AGREEMENT ENTERED INTO BY McLEOD COUNTY (SOCIAL SERVICES) AND LAURAL OLSON THIS 7th day of December, 2017.

Laural Olson
Independent Contractor

Date

Gary Sprynczynatyk, Human Service Director
McLeod County Social Services

Date

Joe Nagel, Chairperson
McLeod County Board of County Commissioners

Date

Cindy Schultz Ford, Interim County Administrator
McLeod County

Date

APPROVED AS TO FORM:

Michael Junge, Attorney
McLeod County

Date

2018 CONTRACT BETWEEN MCLEOD COUNTY (McLEOD SOCIAL SERVICE CENTER) AND JEANNE M. FRITZ FOR CLINICAL SUPERVISION

The parties of this contract shall be Jeanne M. Fritz, Box 836, Alexandria, MN 56308, hereafter referred to as "Independent Contractor," and McLeod Social Service Center, 1805 Ford Ave. N, Suite 100, Glencoe, MN 55336 hereafter referred to as the "Agency."

A. DUTIES OF THE INDEPENDENT CONTRACTOR

The Independent Contractor agrees to furnish clinical supervision to mental health case managers:

1. Meet monthly with each mental health case manager for 1/2 hour individual clinical supervision and % hour group clinical supervision;
2. Meet weekly with each mental health case manager who has not met their 2,000 hours of supervised experience in the delivery of mental health services; and,
3. Review and sign each Individual/Family Community Support Plan and Child and Adolescent Service Intensity Instrument (CASH) developed for a child receiving mental health case management.

In addition, the Independent Contractor agrees to:

4. Provide documentation of education and current licensure. By signing the contract, the contractor also certifies that they:
 - a. 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 department or agency; and
 - b. Have not within a three-year period preceding this contract: 1) 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; 2) violating any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and
 - c. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

- d. Is not aware of any information and possess no knowledge that any subcontractors) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor 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.

2. Safeguard client information

- a. The use of disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.
- b. The Contractor will comply in all respects with the Health Insurance Portability and Accountability Act of 1996 as implemented by regulation 45 C.F.R., Parts 160 and 164. The Contractor will:
 - 1. Use or further disclose Protected Health Information (PHI), only as permitted or required by law.
 - 2. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided by this agreement.
 - 3. Mitigate any harmful effect that is known to the Contractor as the result of a use or disclosure of PHI by the Contractor in violation of the agreement.
 - 4. Report to the agency, within three business days any use or disclosure of PHI not provided for by this agreement of which the Contractor becomes aware.
 - 5. Require anyone to whom the Contractor provides PHI to agree to the same restrictions and conditions that apply to the Contractor pursuant to this agreement.
 - 6. Make available its internal practices, books, and records relating to the use and disclosure of PHI created or received by the Contractor to the agency, the Minnesota Department of Human Services, or the United States Secretary of Health and Human Services.
 - 7. Within 15 days of receiving a request from the agency, make available information necessary for the agency to make an accounting of disclosures of PHI about an individual.

8. Within 10 days of receiving a written request from the agency; make available PHI necessary for the agency to response in individual request for access to PHI about them that is not in the possession of the agency.
 9. Within 15 days of receiving a written request for the agency, incorporate any amendments or corrections to the PHI in accordance with privacy regulations.
 10. Not make any disclosures of PHI that the agency would be prohibited from making.
 11. Comply with all applicable HIPPA electronic security.
- c. Upon termination of this agreement, Contractor will return or destroy all PHI received from the agency or created or received by the contractor on behalf of the agency and shall maintain no copies of such PHI's; provided that if such return or destruction is not feasible, Contractor will extend the protections of this agreement to PHI and limit further uses or disclosure to those purposes that make the return or destruction of the information infeasible.

B. RESPONSIBILITIES OF THE INDEPENDENT CONTRACTOR

The Independent Contractor agrees to be responsible for insuring that the Liability insurance that is in accordance with the usual and customary practices of the therapeutic field is maintained and a copy is provided to the Agency.

C. DUTIES OF McLEOD COUNTY

1. The County shall pay the Independent Contractor one hundred and sixty-one dollars (\$161.00) per hour for all clinical supervision time provided.
2. The total reimbursable hours permissible under the terms of this agreement shall not exceed 85.
3. The total amount of the agreement shall not exceed \$13,685.00.
4. The Contractor shall act as an Independent Contractor and McLeod County agrees to provide a legal defense to the Independent Contractor for any action brought against the Independent Contractor in furtherance of the duties of this contract. McLeod County will not be responsible for any damages awarded or settlement negotiated arising out of any claims made against the Independent Contractor.
5. This contract shall extend from 1-1-18 through 12-31 -18.

D. CONTRACT TERMINATION

This contract may be canceled upon thirty (30) days written notice by either party.

THIS AGREEMENT ENTERED INTO BY McLEOD COUNTY (McLEOD SOCIAL SERVICE CENTER) AND JEANNE M. FRITZ, THIS 7th DAY OF DECEMBER, 2017.

Chair, McLeod County Board

Date

Human Service Director
McLeod Social Service Center

Date

McLeod County Administrator

Date

Jeanne M. Fritz, Independent Contractor

Date

APPROVED AS TO FORM AND EXECUTION:

McLeod County Attorney

Date

CONTRACT FOR SERVICES BETWEEN McLEOD COUNTY (McLEOD SOCIAL SERVICE CENTER) AND RICHARD DECKER FOR CLINICAL SUPERVISION

The parties of this contract shall be Dr. Richard Decker, 504 E Highland Park Drive Northeast, Hutchinson, MN 55350, hereafter referred to as "Independent Contractor," and McLeod Social Service Center, 1805 Ford Ave. N, Suite 100, Glencoe, MN 55336 hereafter referred to as the "Agency."

A. DUTIES OF THE INDEPENDENT CONTRACTOR

The Independent Contractor agrees to furnish clinical supervision to mental health case managers:

1. Meet monthly with each mental health case manager for ½ hour individual clinical supervision and ½ hour group clinical supervision
2. Meet weekly with each mental health case manager who has not met their 2,000 hours of supervised experience in the delivery of mental health services
3. Review and sign each Individual/Family Community Support Plan and Child and Adolescent Service Intensity Instrument (CASII) developed for a child receiving mental health case management

In addition, the Independent Contractor agrees to:

1. Provide documentation of education and current licensure. By signing the contract, the contractor also certifies that she
 - a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
 - b. Has not within a three-year period preceding this contract: 1) 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; 2) violating any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

- c. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Is not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor 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.

2. Safeguard client information

- a. The use of disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.
- b. The Contractor will comply in all respects with the Health Insurance Portability and Accountability Act of 1996 as implemented by regulation 45 C.F.R., Parts 160 and 164. The Contractor will:
 - 1. Use or further disclose Protected Health Information (PHI), only as permitted or required by law.
 - 2. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided by this agreement.
 - 3. Mitigate any harmful effect that is known to the

- Contractor as the result of a use or disclosure of PHI by the Contractor as the result of a use or disclosure of PHI by the Contractor in violation of the agreement.
4. Report to the agency, within three business days any use or disclosure of PHI not provided for by this agreement of which the Contractor becomes aware.
 5. Require anyone to whom the Contractor provides PHI to agree to the same restrictions and conditions that apply to the Contractor pursuant to this agreement.
 6. Make available its internal practices, books, and records relating to the use and disclosure of PHI created or received by the Contractor to the agency, the Minnesota Department of Human Services, or the United States Secretary of Health and Human Services.
 7. Within 15 days of receiving a request from the agency, make available information necessary for the agency to make an accounting of disclosures of PHI about an individual.
 8. Within 10 days of receiving a written request from the agency; make available PHI necessary for the agency to response in individual request for access to PHI about them that is not in the possession of the agency.
 9. Within 15 days of receiving a written request for the agency, incorporate any amendments or corrections to the PHI in accordance with privacy regulations.
 10. Not make any disclosures of PHI that the agency would be prohibited from making.
 11. Comply with all applicable HIPPA electronic security.
- c. Upon termination of this agreement, Contractor will return or destroy all PHI received from the agency or created or received by the contractor on behalf of the agency and shall maintain no copies of such PHI's; provided that if such return or destruction is not feasible, Contractor will extend the protections of this agreement to PHI and limit further uses or disclosure to those purposes that make the return or destruction of the information infeasible.

B. RESPONSIBILITIES OF THE INDEPENDENT CONTRACTOR

The Independent Contractor agrees to be responsible for insuring that Liability insurance is in accordance with the usual and customary practices of the therapeutic field is maintained and a copy is provided to the Agency.

C. DUTIES OF McLEOD COUNTY

1. The Agency shall pay the Independent Contractor one hundred and fifty three dollars (\$153.00) per hour for all clinical supervision time provided.
2. The total reimbursable hours permissible under the terms of this agreement shall not exceed 50.
3. The total amount of the agreement shall not exceed \$7,650.00.
4. The Contractor shall act as an Independent Contractor and McLeod County agrees to provide a legal defense to the Independent Contractor for any action brought against the Independent Contractor in furtherance of the duties of this contract. McLeod County will not be responsible for any damages awarded or settlement negotiated arising out of any claims made against the Independent Contractor.
5. This contract shall be effective 01-01-2018 through 12-31-2018.

D. CONTRACT TERMINATION

This contract may be canceled upon thirty (30) days written notice by either party.

THIS AGREEMENT ENTERED INTO BY AGENCY AND INDEPENDENT CONTRACTOR THIS 7th DAY OF DECEMBER, 2017.

Chair, McLeod County Board

Date

Human Service Director
McLeod Social Service Center

Date

McLeod County Administrator

Date

Richard Decker
Independent Contractor

Date

APPROVED AS TO FORM AND EXECUTION

McLeod County Attorney

Date

SHARED SERVICES/INCOME AGREEMENT

WHEREAS, McLeod County (Social Services - hereinafter CONTRACTOR) is a public agency; and

WHEREAS, the Southwestern Minnesota Adult Mental Health Consortium (hereinafter PURCHASER) is a Consortium arising by reason of a joint power agreement made and entered by and between the counties of Rock, Nobles, Jackson, Pipestone, Cottonwood, Redwood, Yellow Medicine, Renville, McLeod, Lac Qui Parle, Chippewa, Big Stone, Swift, Kandiyohi, Meeker, and Lincoln, Lyon, and Murray collectively, the “counties” and individually, a “county,” pursuant to Minnesota Statutes, Section 471.59, the Joint Powers Act, each of the parties have been duly authorized to enter into this Agreement by its respective Board of County Commissioners; and

WHEREAS, the PURCHASER is a certified Adult Rehabilitation Mental Health Services (ARMHS) provider and is certified as an Assertive Community Treatment (ACT) provider; and

WHEREAS, the CONTRACTOR has mental health staff resources that are qualified for Assertive Community Treatment Services and meet Minnesota Health Care Provider requirements; and

WHEREAS, the PURCHASER has agreed to bill Minnesota Medical Assistance for ACT services provided by CONTRACTOR staff; and

NOW, THEREFORE IT IS AGREED:

I. **GUIDELINES AND RELATIONSHIPS TO CONTRACTOR STAFF:**

A. **RECRUITMENT AND SELECTION:**

All employees assigned to the PURCHASER from CONTRACTOR will remain Contractor employees. The CONTRACTOR shall be responsible for all initial and replacement employees when vacancies occur. The PURCHASER reserves the right to decide whether vacancies will be filled by CONTRACTOR or another qualified entity. The PURCHASER may request that staff with certain specified qualifications that meet Fidelity Standards be assigned, but final decision of which staff and classifications rests with CONTRACTOR. CONTRACTOR shall have final responsibility of recruitment and selection. CONTRACTOR will offer the PURCHASER participation in the recruitment and selection process.

B. **SUPERVISION OF STAFF:**

The administrative supervision of the CONTRACTOR staff will remain with the CONTRACTOR. Administrative supervision includes establishing budget parameters, position classifications, salary and benefits, CONTRACTOR mandatory training and competencies, hours of work, all leave policies and procedures, overtime, comp time, on-call, flex time, time records, and CONTRACTOR-related communications, promotions, achievement awards, performance reviews, discipline, assuring certification and licensure as applicable, termination, workers compensation, professional liability, administrative policies and procedures, administering labor contracts and mediating and adjusting grievances, assuring appropriate license/automobile insurance, coordination of work, changes in classifications, work area designation, paycheck process, payment of staff transportation costs and the billing of those costs. CONTRACTOR looks at administrative supervision as a partnership and will establish a regular formal communication process with the PURCHASER for ongoing input.

C. **CLINICAL SUPERVISION:**

CONTRACTOR agrees that the PURCHASER identifies the scope of services to be provided, the staff responsibilities in providing the service, including scheduled hours of work; identify competencies to ensure the provision of quality services, the identification of community and agency clinical standards in the delivery of services, the appointment of an on-site coordinating function in some fashion. The PURCHASER identifies community-based additional employee training needs, collaborates with CONTRACTOR on administrative function in coaching, counseling and conflict resolution, and agrees to input from CONTRACTOR administrative person in clinical supervision issues.

D. **OVERTIME / ON-CALL:**

The CONTRACTOR will be responsible for compensating staff for approved overtime.

Financing of salaries, overtime/on-call is part of the ACT operating budget and as such the PURCHASER will reimburse the CONTRACTOR for these costs from the revenues generated by the CONTRACTOR staff. CONTRACTOR through the administrative supervision process will consult with the PURCHASER to encourage input into establishing the guidelines where overtime may be required.

II. DUTIES OF PURCHASER:

- A. PURCHASER agrees to enroll as a Medical Assistance provider of ARMHS services, comply with Medical Assistance policies and procedures and fulfill the requirements described in the Department of Human Services' Provider Criteria.
- B. PURCHASER agrees adhere to the MN ACT standards for staffing and service delivery within their population area.
- C. PURCHASER agrees to comply with all federal, state, county, and local laws, regulations, ordinances, rules, and certifications including Minnesota Statutes 256B.0622 and 256B.0623; as pertaining to the programs and staff for which PURCHASER is responsible during the term of this agreement. Failure to comply with the requirement, standards, and licenses may be cause for cancellation of this agreement.
- D. PURCHASER will complete and provide administrative oversight of the billing process for services provided by CONTRACTOR staff.
- E. PURCHASER will receive all revenues earned as a function of providing ACT services.
- F. PURCHASER will be responsible for financing all expenses incurred as a function of providing ACT services and will reimburse the CONTRACTOR for costs of CONTRACTOR employees in the performance of these services.
- G. PURCHASER will provide onsite work direction to CONTRACTOR staff.
- H. PURCHASER will refer any staff personnel performance issues to CONTRACTOR for administration. Purchaser shall not be responsible for discipline of Contractor staff.

III. CONSIDERATION AND TERMS OF COMPENSATION:

- A. PURCHASER will reimburse CONTRACTOR for actual employee salary and benefits in accordance with invoices timely submitted by CONTRACTOR.
- B. PURCHASER will reimburse CONTRACTOR for actual overhead and administrative costs in accordance with invoices timely submitted by CONTRACTOR.
- C. PURCHASER will reimburse CONTRACTOR in the event that a termination of employment would occur for any unemployment costs associated with this position in accordance with invoices timely submitted by CONTRACTOR.

IV. TERM OF AGREEMENT:

The term of this contract shall be January 1, 2018 – December 31, 2018 or until cancelled pursuant to Section V, whichever comes first.

V. CANCELLATION:

This agreement may be cancelled by CONTRACTOR or PURCHASER at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such cancellation, the CONTRACTOR shall be entitled to billing revenues as specified for work or services satisfactorily performed through the effective date of cancellation.

VI. AUTHORIZED AGENTS:

CONTRACTOR's authorized agent for purposes of this agreement is the Chair of the County Board of Commissioners, McLeod County and the Director of McLeod Social Service Agency. PURCHASER's authorized agent for purposes of this contract is the Chair and Secretary/Treasurer of the PURCHASER Governing Board. Each authorized agent shall have authority to accept the services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.

VII. ASSIGNMENTS:

Neither CONTRACTOR nor PURCHASER shall assign or transfer any rights or obligations under this contract without the prior written consent of the other party.

VIII. AMENDMENTS:

Any amendments to this agreement shall be in writing, and shall be executed as an amendment to this contract.

IX. INFORMATION PRIVACY:

For purposes of executing its responsibilities and to the extent set forth in this contract, the PURCHASER will be considered part of the "welfare system," as defined in Minnesota Statutes §13.46, subdivision 1. The PURCHASER'S employees and agents will have access to private or confidential data maintained by the CONTRACTOR to the extent necessary to carry out CONTRACTOR'S and PURCHASER'S respective responsibilities under this contract. *The PURCHASER agrees to comply with all relevant requirements of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13) in receiving services under this contract.* The Chair of the PURCHASER Governing Board (PURCHASER'S employee or agent) or his/her successor is the responsible authority in charge of all data collected, used, or disseminated by the PURCHASER in connection with the performance of this contract. The Executive Director (CONTRACTOR'S employee or agent) or his/her successor is the responsible authority in charge of all data collected, used, or disseminated by the CONTRACTOR in connection with the performance of this contract. See Minnesota Statutes section 13.46, subdivision 10.

Duty to ensure proper handling of data: PURCHASER and CONTRACTOR shall be responsible for training their respective employees who are authorized to access and use the data collected under the terms and for the purposes specified in this contract. This responsibility includes ensuring that staff are properly trained regarding:

- The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, and in particular, §13.46 ("welfare data");
- The Minnesota Medical Records Act, Minn. Stat. §144.335;
- Federal law and regulations that govern the use and disclosure of substance abuse treatment records, 42 USCS § 290dd-2 and 42 CFR § 2.1 to § 2.67;
- The Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR Parts 160 and 164 (if applicable); and
- Any other applicable Contractor and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

Minimum necessary access to data:

The PURCHASER and CONTRACTOR shall comply with the "minimum necessary" access and disclosure standards set forth in the Data Practices Act. The dissemination of "private" and/or "confidential" data on individuals is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See Minnesota Statutes, §13.05, subd. 3.

PURCHASER and CONTRACTOR shall:

- (1) Not use or further disclose "private and/or confidential data" other than as permitted or required by this Contract or as required by law;
- (2) Use appropriate safeguards to prevent use or disclosure of the information by its employees other than as provided for by this contract;

(3) Report any use or disclosure of the information not provided for by this contract of which it becomes aware;

(4) Consistent with this contract, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides private or confidential data, agree to be bound by the same restrictions and conditions that apply to them with respect to such information;

(5) Upon completion, expiration or termination of this Agreement, the PURCHASER will return or destroy all protected information received from the CONTRACTOR, unless return or destruction is not feasible. If return or destruction is not feasible, PURCHASER will extend the protections of this contract to the information collected during the course of this contract.

Release of data

No private or confidential data created, collected, received, stored, used, maintained or disseminated in the course or performance of this contract will be disseminated except as authorized by statute, either during the period of this contract or hereafter. If the PURCHASER is independently required to comply with any requirements of the Minnesota Government Data Practices Act or the privacy provisions of the Health Insurance Portability Accountability Act ("HIPAA," 45 CFR §§160 and 164), the PURCHASER acknowledges that the CONTRACTOR will not be liable for any violation of any provision of either Act indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the PURCHASER or its employees or agents.

X. INDEMNITY:

The CONTRACTOR does hereby agree that it will at all times hereafter, during the existence of this agreement, indemnify and hold harmless the PURCHASER from any and all auto and general liability, loss, damages, costs, or expenses which may be claimed against the PURCHASER or CONTRACTOR: 1) by reason of any service recipient's suffering personal injury, death, or property loss or damage either while on premises or in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the CONTRACTOR or any officer, agent, or employee thereof; or 2) by reason of any service recipient's causing injury to, or damage to, the property of another person during any time when the CONTRACTOR or any officer, agent, or employee thereof has undertaken or is furnished the care and service provided pursuant to this agreement.

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

McLeod County

APPROVED:

**SOUTHWESTERN MINNESOTA
ADULT MENTAL HEALTH CONSORTIUM**

By: _____
Darci Goedtke - Chair

Date: _____

By: _____
Craig S. Myers - Secretary/Treasurer

Date: _____

By: _____
Michael Junge, Attorney

Date: _____

By: _____
Joseph Nagel, Chair
Board of County Commissioners

Date: _____

By: _____
Gary Sprynczynatyk – Human Service Director

Date: _____

By: _____
Cindy Schultz Ford – Interim Administrator Date

SHARED SERVICES/INCOME AGREEMENT - ACT

WHEREAS, McLeod County (Social Services - hereinafter CONTRACTOR) is a public agency; and

WHEREAS, the Southwestern Minnesota Adult Mental Health Consortium (hereinafter PURCHASER) is a Consortium arising by reason of a joint power agreement made and entered by and between the counties of Rock, Nobles, Jackson, Pipestone, Cottonwood, Redwood, Yellow Medicine, Renville, McLeod, Lac Qui Parle, Chippewa, Big Stone, Swift, Kandiyohi, Meeker, and Lincoln, Lyon, and Murray collectively, the "counties" and individually, a "county," pursuant to Minnesota Statutes, Section 471.59, the Joint Powers Act, each of the parties have been duly authorized to enter into this Agreement by its respective Board of County Commissioners; and

WHEREAS, the PURCHASER is a certified Adult Rehabilitation Mental Health Services (ARMHS) provider and is certified as an Assertive Community Treatment (ACT) provider; and

WHEREAS, the CONTRACTOR has mental health staff resources that are qualified for Assertive Community Treatment Services and meet Minnesota Health Care Provider requirements; and

WHEREAS, the PURCHASER has agreed to bill Minnesota Medical Assistance for ACT services provided by CONTRACTOR staff; and

NOW, THEREFORE IT IS AGREED:

I. **GUIDELINES AND RELATIONSHIPS TO CONTRACTOR STAFF:**

A. **RECRUITMENT AND SELECTION:**

All employees assigned to the PURCHASER from CONTRACTOR will remain Contractor employees. The CONTRACTOR shall be responsible for all initial and replacement employees when vacancies occur. The PURCHASER reserves the right to decide whether vacancies will be filled by CONTRACTOR or another qualified entity. The PURCHASER may request that staff with certain specified qualifications that meet Fidelity Standards be assigned, but final decision of which staff and classifications rests with CONTRACTOR. CONTRACTOR shall have final responsibility of recruitment and selection. CONTRACTOR will offer the PURCHASER participation in the recruitment and selection process.

B. **SUPERVISION OF STAFF:**

The administrative supervision of the CONTRACTOR staff will remain with the CONTRACTOR. Administrative supervision includes establishing budget parameters, position classifications, salary and benefits, CONTRACTOR mandatory training and competencies, hours of work, all leave policies and procedures, overtime, comp time, on-call, flex time, time records, and CONTRACTOR-related communications, promotions, achievement awards, performance reviews, discipline, assuring certification and licensure as applicable, termination, workers compensation, professional liability, administrative policies and procedures, administering labor contracts and mediating and adjusting grievances, assuring appropriate license/automobile insurance, coordination of work, changes in classifications, work area designation, paycheck process, payment of staff transportation costs and the billing of those costs. CONTRACTOR looks at administrative supervision as a partnership and will establish a regular formal communication process with the PURCHASER for ongoing input.

C. **CLINICAL SUPERVISION:**

CONTRACTOR agrees that the PURCHASER identifies the scope of services to be provided, the staff responsibilities in providing the service, including scheduled hours of work; identify competencies to ensure the provision of quality services, the identification of community and agency clinical standards in the delivery of services, the appointment of an on-site coordinating function in some fashion. The PURCHASER identifies community-based additional employee training needs, collaborates with CONTRACTOR on administrative function in coaching, counseling and conflict resolution, and agrees to input from CONTRACTOR administrative person in clinical supervision issues.

D. **OVERTIME / ON-CALL:**

The CONTRACTOR will be responsible for compensating staff for approved overtime.

Financing of salaries, overtime/on-call is part of the ACT operating budget and as such the PURCHASER will reimburse the CONTRACTOR for these costs from the revenues generated by the CONTRACTOR staff. CONTRACTOR through the administrative supervision process will consult with the PURCHASER to encourage input into establishing the guidelines where overtime may be required.

II. DUTIES OF PURCHASER:

- A. PURCHASER agrees to enroll as a Medical Assistance provider of ARMHS services, comply with Medical Assistance policies and procedures and fulfill the requirements described in the Department of Human Services' Provider Criteria.
- B. PURCHASER agrees adhere to the MN ACT standards for staffing and service delivery within their population area.
- C. PURCHASER agrees to comply with all federal, state, county, and local laws, regulations, ordinances, rules, and certifications including Minnesota Statutes 256B.0622 and 256B.0623; as pertaining to the programs and staff for which PURCHASER is responsible during the term of this agreement. Failure to comply with the requirement, standards, and licenses may be cause for cancellation of this agreement.
- D. PURCHASER will complete and provide administrative oversight of the billing process for services provided by CONTRACTOR staff.
- E. PURCHASER will receive all revenues earned as a function of providing ACT services.
- F. PURCHASER will be responsible for financing all expenses incurred as a function of providing ACT services and will reimburse the CONTRACTOR for costs of CONTRACTOR employees in the performance of these services.
- G. PURCHASER will provide onsite work direction to CONTRACTOR staff.
- H. PURCHASER will refer any staff personnel performance issues to CONTRACTOR for administration. Purchaser shall not be responsible for discipline of Contractor staff.

III. CONSIDERATION AND TERMS OF COMPENSATION:

- A. PURCHASER will reimburse CONTRACTOR for actual employee salary and benefits in accordance with invoices timely submitted by CONTRACTOR.
- B. PURCHASER will reimburse CONTRACTOR for actual overhead and administrative costs in accordance with invoices timely submitted by CONTRACTOR.
- C. PURCHASER will reimburse CONTRACTOR in the event that a termination of employment would occur for any unemployment costs associated with this position in accordance with invoices timely submitted by CONTRACTOR.

IV. TERM OF AGREEMENT:

The term of this contract shall be January 1, 2018 – December 31, 2018 or until cancelled pursuant to Section V, whichever comes first.

V. CANCELLATION:

This agreement may be cancelled by CONTRACTOR or PURCHASER at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such cancellation, the CONTRACTOR shall be entitled to billing revenues as specified for work or services satisfactorily performed through the effective date of cancellation.

VI. AUTHORIZED AGENTS:

CONTRACTOR's authorized agent for purposes of this agreement is the Chair of the County Board of Commissioners, McLeod County and the Director of McLeod Social Service Agency. PURCHASER's authorized agent for purposes of this contract is the Chair and Secretary/Treasurer of the PURCHASER Governing Board. Each authorized agent shall have authority to accept the services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.

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Any amendments to this agreement shall be in writing, and shall be executed as an amendment to this contract.

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- The Minnesota Medical Records Act, Minn. Stat. §144.335;
- Federal law and regulations that govern the use and disclosure of substance abuse treatment records, 42 USCS § 290dd-2 and 42 CFR § 2.1 to § 2.67;
- The Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR Parts 160 and 164 (if applicable); and
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Minimum necessary access to data:

The PURCHASER and CONTRACTOR shall comply with the "minimum necessary" access and disclosure standards set forth in the Data Practices Act. The dissemination of "private" and/or "confidential" data on individuals is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See Minnesota Statutes, §13.05, subd. 3.

PURCHASER and CONTRACTOR shall:

- (1) Not use or further disclose "private and/or confidential data" other than as permitted or required by this Contract or as required by law;
- (2) Use appropriate safeguards to prevent use or disclosure of the information by its employees other than as provided for by this contract;

(3) Report any use or disclosure of the information not provided for by this contract of which it becomes aware;

(4) Consistent with this contract, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides private or confidential data, agree to be bound by the same restrictions and conditions that apply to them with respect to such information;

(5) Upon completion, expiration or termination of this Agreement, the PURCHASER will return or destroy all protected information received from the CONTRACTOR, unless return or destruction is not feasible. If return or destruction is not feasible, PURCHASER will extend the protections of this contract to the information collected during the course of this contract.

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X. INDEMNITY:

The CONTRACTOR does hereby agree that it will at all times hereafter, during the existence of this agreement, indemnify and hold harmless the PURCHASER from any and all auto and general liability, loss, damages, costs, or expenses which may be claimed against the PURCHASER or CONTRACTOR: 1) by reason of any service recipient's suffering personal injury, death, or property loss or damage either while on premises or in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the CONTRACTOR or any officer, agent, or employee thereof; or 2) by reason of any service recipient's causing injury to, or damage to, the property of another person during any time when the CONTRACTOR or any officer, agent, or employee thereof has undertaken or is furnished the care and service provided pursuant to this agreement.

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

McLeod County

By: _____
Michael Junge, Attorney

Date: _____

APPROVED:

**SOUTHWESTERN MINNESOTA
ADULT MENTAL HEALTH CONSORTIUM**

By: _____
Darci Goedtko - Chair

Date: _____

By: _____
Craig S. Myers - Secretary/Treasurer

Date: _____

By: _____
Joseph Nagel, Chair
Board of County Commissioners

Date: _____

By: _____
Gary Sprynczynatyk – Human Service Director

Date: _____

By: _____
Cindy Schultz Ford – Interim Administrator Date _____

APPENDIX 1: Shared Service Agreement January 1, 2018 – December 31, 2018

Positions

Effective January 1, 2018 unless otherwise specified, the positions obtained by **Southwestern Minnesota Adult Mental Health Consortium** (PURCHASER) and which McLeod Social Service Center agrees to provide are described below.

- Mental Health Practitioner qualifications per MN. Statute 245.462, subd. 17 - Vocational specialist (1 FTE)
- Mental Health Practitioner qualifications per MN. Statute 245.462, subd. 17- Generalist (1 FTE)
- Mental Health Professional per MN. Statute 245.462, subd. 17 with (1 FTE)
- Mental Health Practitioner qualifications per MN. Statute 245.462, subd. 17- with IDDT Specialty (1 FTE)
- Office Support Senior –ACT Office (1 FTE)
- Mental Health Professional/ Team Lead qualifications per MN. Statute 245.462, subd. 17 with Vocational Specialty (1 FTE)
- Registered Nurse (1 FTE)
- Registered Nurse (1 FTE)
- Mental Health Practitioner qualifications per MN. Statute 245.462, subd. 17- Certified Peer Specialist (1 FTE)

SHARED SERVICES/INCOME AGREEMENT – Housing

WHEREAS, McLeod County (Social Services - hereinafter CONTRACTOR) is a public agency; and

WHEREAS, the Southwestern Minnesota Adult Mental Health Consortium (hereinafter PURCHASER) is a Consortium arising by reason of a joint power agreement made and entered by and between the counties of Rock, Nobles, Jackson, Pipestone, Cottonwood, Redwood, Yellow Medicine, Renville, McLeod, Lac Qui Parle, Chippewa, Big Stone, Swift, Kandiyohi, Meeker, and Lincoln, Lyon, and Murray collectively, the “counties” and individually, a “county,” pursuant to Minnesota Statutes, Section 471.59, the Joint Powers Act, each of the parties have been duly authorized to enter into this Agreement by its respective Board of County Commissioners; and

WHEREAS, the PURCHASER is a certified Adult Rehabilitation Mental Health Services (ARMHS) provider and is certified as an Assertive Community Treatment (ACT) provider; and

WHEREAS, the CONTRACTOR has mental health staff resources that are qualified for Adult Rehabilitative Mental Health Services and meet Minnesota Health Care Provider requirements; and

WHEREAS, the PURCHASER has agreed to bill Minnesota Medical Assistance for services provided by CONTRACTOR staff; and

NOW, THEREFORE IT IS AGREED:

I. GUIDELINES AND RELATIONSHIPS TO CONTRACTOR STAFF:

A. RECRUITMENT AND SELECTION:

All employees assigned to the PURCHASER from CONTRACTOR will remain Contractor employees. The CONTRACTOR shall be responsible for all initial and replacement employees when vacancies occur. The PURCHASER reserves the right to decide whether vacancies will be filled by CONTRACTOR or another qualified entity. The PURCHASER may request that staff with certain specified qualifications that meet Fidelity Standards be assigned, but final decision of which staff and classifications rests with CONTRACTOR. CONTRACTOR shall have final responsibility of recruitment and selection. CONTRACTOR will offer the PURCHASER participation in the recruitment and selection process.

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CONTRACTOR agrees that the PURCHASER identifies the scope of services to be provided, the staff responsibilities in providing the service, including scheduled hours of work; identify competencies to ensure the provision of quality services, the identification of community and agency clinical standards in the delivery of services, the appointment of an on-site coordinating function in some fashion. The PURCHASER identifies community-based additional employee training needs, collaborates with CONTRACTOR on administrative function in coaching, counseling and conflict resolution, and agrees to input from CONTRACTOR administrative person in clinical supervision issues.

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IV. TERM OF AGREEMENT:

The term of this contract shall be January 1, 2018 – December 31, 2018 or until cancelled pursuant to Section V, whichever comes first.

V. CANCELLATION:

This agreement may be cancelled by CONTRACTOR or PURCHASER at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such cancellation, the CONTRACTOR shall be entitled to billing revenues as specified for work or services satisfactorily performed through the effective date of cancellation.

VI. AUTHORIZED AGENTS:

CONTRACTOR's authorized agent for purposes of this agreement is the Chair of the County Board of Commissioners, McLeod County and the Director of McLeod Social Service Agency. PURCHASER's authorized agent for purposes of this contract is the Chair and Secretary/Treasurer of the PURCHASER Governing Board. Each authorized agent shall have authority to accept the services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.

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- The Minnesota Medical Records Act, Minn. Stat. §144.335;
- Federal law and regulations that govern the use and disclosure of substance abuse treatment records, 42 USCS § 290dd-2 and 42 CFR § 2.1 to § 2.67;
- The Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR Parts 160 and 164 (if applicable); and
- Any other applicable Contractor and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

Minimum necessary access to data:

The PURCHASER and CONTRACTOR shall comply with the "minimum necessary" access and disclosure standards set forth in the Data Practices Act. The dissemination of "private" and/or "confidential" data on individuals is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See Minnesota Statutes, §13.05, subd. 3.

PURCHASER and CONTRACTOR shall:

- (1) Not use or further disclose "private and/or confidential data" other than as permitted or required by this Contract or as required by law;
- (2) Use appropriate safeguards to prevent use or disclosure of the information by its employees other than as provided for by this contract;

(3) Report any use or disclosure of the information not provided for by this contract of which it becomes aware;

(4) Consistent with this contract, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides private or confidential data, agree to be bound by the same restrictions and conditions that apply to them with respect to such information;

(5) Upon completion, expiration or termination of this Agreement, the PURCHASER will return or destroy all protected information received from the CONTRACTOR, unless return or destruction is not feasible. If return or destruction is not feasible, PURCHASER will extend the protections of this contract to the information collected during the course of this contract.

Release of data

No private or confidential data created, collected, received, stored, used, maintained or disseminated in the course or performance of this contract will be disseminated except as authorized by statute, either during the period of this contract or hereafter. If the PURCHASER is independently required to comply with any requirements of the Minnesota Government Data Practices Act or the privacy provisions of the Health Insurance Portability Accountability Act ("HIPAA," 45 CFR §§160 and 164), the PURCHASER acknowledges that the CONTRACTOR will not be liable for any violation of any provision of either Act indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the PURCHASER or its employees or agents.

X. INDEMNITY:

The CONTRACTOR does hereby agree that it will at all times hereafter, during the existence of this agreement, indemnify and hold harmless the PURCHASER from any and all auto and general liability, loss, damages, costs, or expenses which may be claimed against the PURCHASER or CONTRACTOR: 1) by reason of any service recipient's suffering personal injury, death, or property loss or damage either while on premises or in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the CONTRACTOR or any officer, agent, or employee thereof; or 2) by reason of any service recipient's causing injury to, or damage to, the property of another person during any time when the CONTRACTOR or any officer, agent, or employee thereof has undertaken or is furnished the care and service provided pursuant to this agreement.

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

McLeod County

APPROVED:

**SOUTHWESTERN MINNESOTA
ADULT MENTAL HEALTH CONSORTIUM**

By: _____
Darci Goedtko - Chair

Date: _____

By: _____
Craig S. Myers - Secretary/Treasurer

Date: _____

By: _____
Michael Junge, Attorney

Date: _____

By: _____
Joseph Nagel, Chair
Board of County Commissioners

Date: _____

By: _____
Gary Sprynczynatyk - Human Service Director

Date: _____

By: _____
Cindy Schultz Ford - Interim Administrator Date _____

APPENDIX 1: Shared Service Agreement January 1, 2018 – December 31, 2018

Positions

Effective January 1, 2018 unless otherwise specified, the positions obtained by **Southwestern Minnesota Adult Mental Health Consortium** (PURCHASER) and which McLeod Social Service Center agrees to provide are described below.

- Regional Housing Specialist (1 FTE)
- Regional Housing Specialist (1 FTE)

**WOODLAND CENTERS
ADULT CRISIS STABILIZATION UNIT,
YOUTH CRISIS STABILIZATION UNIT, AND
SUBACUTE DETOXIFICATION UNIT**

PURCHASE OF SERVICE CONTRACT

This agreement is between Woodland Centers, hereinafter referred to as the Contractor, and McLeod Social Service Center, hereafter referred to as the Agency, located at 1805 Ford Avenue North, Suite 100, Glencoe, MN 55336.

Witnesseth

WHEREAS, the Contractor is an organization licensed under Minnesota Department of Human Services and the Minnesota Department of Health to provide receiving center services to persons; and

WHEREAS, the Agency wishes to purchase such detoxification services and mental health acute crisis care from the Contractor.

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

I. CONTRACT DURATION

The term of this Contract shall be from January 1, 2018 to December 31, 2018, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

II. CONTRACTOR OBLIGATIONS

General Description.

Detoxification:

The contractor shall provide subacute detoxification through its Subacute Detoxification Unit, SE Sixth Street and Willmar Avenue, Willmar, Minnesota, for the Agency. A subacute detoxification receiving center provides for a safe withdrawal from alcohol or drug intoxication in a nonpunitive setting where the individual's condition can be treated as an illness rather than a criminal act. The subacute detoxification receiving center shall provide physical and chemical client assessment, triage with physical back-up, and shall offer referral services to appropriate treatment facilities and discharge planning. The usual period for service provision shall extend to seventy-two (72) hours. When services exceed seventy-two (72) hours, exclusive of weekends and holidays, there will be a utilization review which is documented in the client's record.

The Adult Crisis Stabilization Unit is an acute, short-term residential program for persons experiencing a mental health emergency. Typically, individuals in this state experience at least three or more of the following: severe depression, danger to self, severe confusion, danger to others, and significant functional decline. Services include individual, family, and psychiatric

evaluation, medication assessment, education, and administration, and care management with counties, schools, and a variety of other community agencies.

The Youth Crisis Stabilization Unit – Acute Care is an acute short-term residential program for children and adults experiencing mental or behavioral health emergencies. The average length of stay is typically 3 to 4 days. Services include individual, group, and family therapies; QMHP (qualified mental health professional) evaluation; psychiatric evaluation on an urgent basis; medication management and administration, and care management.

Reports/Evaluations. Contractor shall maintain and upon request furnish the Agency with program and financial information, including evaluation and performance criteria and reports which are reasonably required for effective administration of services. Contractor shall, upon reasonable notice, meet with Agency personnel to assist the Agency in evaluation of services.

Contractor's Personnel. Contractor shall provide the Agency with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the Agency to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.

Publicity. Contractor will not use the Agency's or McLeod County's name in any brochure, pamphlet or otherwise in a way which implies endorsement or recommendation.

III. COST OF SERVICE

- X Per diem for detoxification is \$550.00
- X Per diem for adult crisis is \$375.00
- X Per diem for youth crisis is \$525.00

IV. PAYMENT

In General. The Agency shall pay for subacute detoxification, youth crisis services, and adult crisis services provided by the Contractor for individuals whose county of residence is McLeod and for individuals placed on hold orders originating in McLeod County. In the case of hold orders for youth and adult crisis services, as the Agency has statutory means for recovering monies from the county of financial responsibility if it is other than McLeod County and the Contractor does not, the Agency shall pay the Contractor regardless of whether the individual placed on the hold order is a resident of McLeod County.

No Minimum Requirement. It is understood and agreed by the parties that the Agency assumes no obligation to purchase from Contractor any minimum amount of services as defined by the terms of this Contract.

Invoices. Contractor shall, within fifteen (15) working days following the last day of each calendar month in which services were provided except for those which have been submitted to billable insurance companies, submit an invoice and request for payment. The invoice shall itemize the days of service rendered, the date(s) such services were provided, a general description of the service provided, the name of the client receiving services if the client has signed a release of information to the Agency, the amount and type of all reimbursable expenses, and the dates of the performance covered by the invoice. For those services which are billed to

insurance, a copy of the Explanation of Benefits will be included with the invoice.

Payment Procedure. The Agency shall make payment to Contractor within thirty (30) days of the date on which the invoice is received.

Third Party Billing. Woodland Centers will bill agency first. Third party payors will be billed for services outlined in this contract given the recipient has a proper insurance coverage. If the Contractor receives reimbursement from the insurance company, the Agency will be balance billed the remainder of the charges with a copy of the Explanation of Benefits. Agency agrees to not bill any client for more than the Patient Responsibility amount on the Explanation of Benefits. If the client does not have insurance, 100% of the charges will be billed to the Agency.

Payment of Disputed Claims. The Agency may refuse to pay any claim which is not specifically authorized by this Contract. Payment of a claim shall not preclude the Agency from questioning the propriety of the claim. In the event the Agency withholds payment for failure to provide services or failure to comply with any of the provisions of this Contract, then no interest penalty shall accrue against the Agency for non-payment of disputed claims. The Agency reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

V. COMPLIANCE WITH LAWS AND STANDARDS

General. Contractor shall abide by all Federal, State, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.

Licenses. Pursuant to Minn.Rule 9550.0040, subp. 2, Contractor shall provide proof of applicable licensure or certification and an exposition of staffing, including job descriptions and professional qualifications of personnel which shall be on file with the Agency. Contractor shall inform the Agency of any changes in the above within five (5) days of occurrence.

Financial Participation. In the event that there is a revision of State or Federal law or regulations which makes this Contract or any portion thereof ineligible for State or Federal financial participation, all parties agree to review the Contract and renegotiate those items necessary to bring it into compliance with the new State or Federal regulations. Refusal to renegotiate within seven (7) days of a request in order to bring the Contract into compliance shall be cause for termination of the Contract as of the date it becomes ineligible for State or Federal financial participation.

Revision of Laws. In the event that there is a revision of Federal, State, or local statutes, rules or other law, which might make services provided under the terms of this Contract or any portion thereof unlawful, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the new law. Refusal to renegotiate within seven (7) days of a request, so as to bring this Contract into compliance with the new law immediately (or within a reasonable time if immediate compliance is not possible) shall be cause for termination of this Contract as of the date when the Contract is out of compliance.

Violations. Any violation of Federal, State, or local laws, statutes, ordinances, rules, or regulations, as well as loss of any applicable license or certification by Contractor shall constitute a material breach of this Contract, whether or not intentional, and shall entitle the Agency to terminate this Contract upon delivery of written notice of termination to Contractor. Notwithstanding any other provision of this Contract, such termination shall be effective as of the date of such violation, failure or loss.

Minnesota Law to Govern. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota, County of McLeod.

VI. STANDARD ASSURANCES

Non-Discrimination. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, age, marital status or public assistance status. No funds received under this Contract shall be used to provide religious or sectarian training or services. The Contractor shall comply with any federal or state law regarding non-discrimination.

Data Privacy. For purposes of this Contract all data collected, created, received, maintained or disseminated shall be governed by the Minnesota Government Data Practices Act, Minn.Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted, as well as federal laws on data privacy. The Contractor shall strictly comply with these statutes and rules. All subcontracts shall contain the same or similar data practices compliance requirements.

Records Disclosure and Retention. Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the Agency and either the Legislative or State Auditor, pursuant to Minn.Stat. 16B.06, subd. 4. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of five (5) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

Worker Health, Safety and Training. Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure that all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks the personnel are engaged in under this Contract. Contractor shall comply with the "Occupational Safety and Health Act" and the "Employee Right to Know Act", Minn.Stat. §182.65, et.seq., where applicable.

Appeals. The Contractor shall assist the Agency in complying with the provisions of Minn.Stat. §256.045, Administrative and Judicial Review of Human Services Matters.

Reporting. Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn.Stat. §626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn.Stat. §626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

Minnesota Department of Human Services (MDHS) Third-Party Beneficiary. Contractor acknowledges and agrees that the MDHS is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the MDHS has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including but not limited to, rescission, damages or specific performance or all or any part of the Contract between the Agency and Contractor. Contractor specifically acknowledges that the Agency and the MDHS are entitled to and may recover from Contractor, reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract 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.

Psychotherapists. Contractor has and shall continue to comply with the provisions of Minn.Stat. Ch. 148A, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

VII. BONDS

Contractor shall obtain and maintain at all times, during the term of this Contract, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Said bond shall be in the amount of \$160,000.00.

VIII. INDEPENDENT CONTRACTOR STATUS

Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. Contractor acknowledges and agrees that Contractor is not entitled to receive any of the benefits received by Agency or McLeod County employees and is not eligible for workers' or unemployment compensation benefits under the Agency or McLeod County.

IX. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency, its officers, agents and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the Agency, its officers, agency and employees may hereafter sustain, incur or be required to pay arising out of or by reason of:

1. Any negligent or willful act or omission of Contractor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Contract which causes bodily injury, death, personal injury, property loss or damage to another; or

2. Bodily or personal injury, death, or property loss or damage to any applicant or eligible recipient either while participating in or receiving the care and services to be furnished under this Contract, or while on premises owned, leased, or operated by Contractor, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Contractor or any officer, agent, or employee thereof; or
3. Any applicant or eligible recipient causing injury to, or damage to the property of another person during any time when Contractor or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this Contract; or
4. Any claim or cause of action in equity for damages arising out of employment or alleged employment by Contractor or discrimination in Contractor's employment practices.

X. INSURANCE

The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Contract, have and keep in force a liability insurance policy in the amount of \$3,000,000. Prior to the effective date of this Contract, and as a condition precedent to this Contract, the Contractor will furnish the Agency with certificates of insurance. The Agency may withhold payments for failure of the Contractor to furnish proof of insurance coverage or to comply with the insurance requirements herein.

XI. SUBCONTRACTING/ASSIGNMENT

Contractor shall not enter into subcontracts for any of the goods and services contemplated under this Contract without the prior written approval of the Agency. All subcontracts shall be subject to the requirements of this Contract. The Contractor shall be responsible for the performance of any subcontractor.

XII. DEFAULT

If Contractor fails to perform any of the provisions of this Contract or so fails to administer the work as to endanger the performance of this Contract, this shall constitute default. Unless otherwise provided, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events or failure constituting the default and the cure period. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days or such other time as may be specified under the terms of this Contract, then this Contract may be terminated by written notice.

XIII. TERMINATION

This Contract may be terminated with or without cause by either party upon thirty (30) days written notice.

XIV. CONTRACT RIGHTS AND REMEDIES

All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

The waiver of any default by either party, or the failure to give notice of any default shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default.

Waiver of breach of any provision of this Contract shall not be construed to be modification for the terms of this Contract unless stated to be such in writing and signed by authorized representatives of the Agency and Contractor.

XV. DAMAGES

Unless Contractor's default is excused under the terms of this Contract the Agency may recover from Contractor such damages as it may have sustained by reason of additional administrative costs and other damages sustained by the County by reason of delay, price changes, loss of other contracts, loss of income, inability of the Agency to fulfill other contracts, loss of other benefits of this Contract, and any other damages directly or consequently arising out of this Contract or a failure to perform the same by Contractor. 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.

XVI. REPRESENTATIVES

The following named persons are designated the Authorized Representatives of the parties for the purposes of this Contract. These persons have authority to bind the party the represent and to consent to modifications and subcontracts, except that, as to the Agency, the Authorized Representative shall have only the authority specifically or generally granted by the County Board.

Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract.

Contractor: Woodland Centers

Agency: McLeod Social Service Center

Name: Ashley Kjos

Name: Gary Sprynczynatyk

Title: Chief Executive Officer

Title: Social Services Director

Address: 1125 6th St. SE
Willmar, MN 56201

Address: 1805 Ford Avenue North, Suite 100
Glencoe, MN 55336

Telephone: (320) 235-4613

Telephone: (320) 864-1250

Fax: (320) 235-9384

Fax: (320) 864-1341

XVII. MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by the authorized representatives of the Agency and Contractor.

XVIII. SEVERABILITY

The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

XIX. MERGER

This Contract is the final expression of the agreement of the parties and the complete and exclusive statute of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

XX. FAIR HEARING AND GRIEVANCE PROCEDURE

Contractor agrees that a fair hearing and grievance procedure shall be established in conformance with and in conjunction with a fair hearing and grievance procedure established, developed and provided by the State Commissioner of Human Services and further agrees to inform eligible recipients of their right to a fair hearing.

IN WITNESS WHEREOF, The County of McLeod has caused this Agreement to be signed by the Chairperson of the Board of County Commissioners and the Director of McLeod Social Service Center and attested to be its County Coordinator and the seal of the County affixed thereto and the Contractor, has caused this Agreement to be signed.

CONTRACTOR

Joe Fox
Joe Fox, President
Board of Directors

Date: 11-9-17

Ashley Kjos
Ashley Kjos, Psy.D.
Chief Executive Officer

Date: 11-8-17

AGENCY

Paul Wright Joe Nagel
~~Chair, McLeod County Welfare & Social Service Committee~~
~~Board of County Commissioners~~

Date: _____

Gary Sprynczynatyk
McLeod County Social Services Director

Date: _____

Patrick Melvin Chndy Schultz - Ford
Interim McLeod County Administrator

Date: _____

Michael Junge
McLeod County Attorney

Date: _____

CMHS Services Agreement for 2018

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN

McLeod County
(County)

and

TRIMIN SYSTEMS, INC.

This Agreement made by and between McLeod County Social Services, hereinafter referred to as the "County" and TriMin Systems Inc., 2277 Highway 36 West, Suite 250, St. Paul, Minnesota, hereinafter referred to as "TriMin". Where the Agreement refers to "User Group", it is understood to mean all counties who are parties to this Agreement.

WITNESSETH

WHEREAS, the County wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer systems now in use by the County and a number of other counties; and

WHEREAS, the County has undertaken to retain professional services as described above as a member of a group of Minnesota county welfare and human services agencies and other entities, sometimes known as Computer Management for Human Services (CMHS); and

WHEREAS, TriMin has and will be expected to render support services hereunder.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be supported.

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components including, but not limited to:

- A. Agency Collection System (ACS)
- B. Social Welfare System (SWS)

II. Support Definition.

- A. Support: TriMin will provide application support for County via telephone, email and quarterly CMHS meetings. Support includes the following aspects:
1. Consultation and problem assistance
 2. New staff orientation/overview training (remotely)
 3. Bug Fixes
 4. Mandated Modifications, per II-C below
 5. Invoicing of charges to the County
- B. Special Projects: "Special Projects" are those projects which the User Group may authorize from time to time above the fixed annual amount for Support. A Special Project shall be initiated upon receipt of written notification from the CMHS Executive Board.
- C. Mandated Systems Modifications: "Mandated Systems Modifications" are those systems modifications necessitated by mandates or service program changes imposed by federal or state laws, rules, or regulations. TriMin agrees that Mandated Systems Modifications shall be undertaken without delay and with the understanding that, with respect to completion of the modifications, time is of the essence. Mandated Systems Modifications shall take precedence over any other project or maintenance service being performed pursuant to this Agreement.
- Mandated Systems Modifications services shall be included in the scope of this support agreement, provided that the estimated hours for any particular mandated modification is less than or equal to 40 hours of effort.
- In the event that a Mandated Systems Modification effort is deemed to be greater than 40 hours the Mandated Systems Modifications services shall be approved by the CMHS Executive Board and funded by Counties participating in the Annual Support for a given application (i.e. ACS or SWS).
- Mandated Systems Modifications shall be subject to the cost allocation billing rates and special conditions set forth in this Section and in Sections III. and IV. below.
- Mandated Systems Modifications shall be initiated upon receipt of authorization from the CMHS Executive Board.
- D. Direct Support: "Direct Support" is that assistance provided to the County or to a group of counties at its/their request and is not Shared Support. Direct Support includes, but is not limited to, start-up services for the County, special seminars or training or modifications for a county or counties not requested by the User Group as a whole.

III. Allocation of Charges and Costs

- A. Charges and costs for Support, Special Projects, and Mandated Systems Modifications, as defined in Section II-A, B, and C above, shall be billed to the County.
- B. Charges and costs for Direct Support, as defined in Section II-D, above, shall be chargeable to the County requesting such services, and TriMin shall bill the County for Direct Support. Direct support charges and costs shall be itemized according to type of services.

IV. Billings of Charges and Costs for Counties that submit signed agreement by December 15, 2017

- A. TriMin shall bill the County the charges and costs for Support services, as defined in Section II, above, at a flat rate as set forth below, and per the system(s) used and selected below by the county (per "x" in square(s) below):

☒ **Annual Support for ACS, paid as one-time charge (one billing): \$1,200**

☒ **Annual Support for SWS, paid as one-time charge (one billing): \$1,200**

- B. TriMin shall bill the County the charges and costs for Special Projects as defined in Section II-B, above, at the hourly rates, set forth in Section IV-D, below. Such billing shall identify the system being supported.
- C. Invoices pursuant to Section IV-A and IV-B above, shall be billed no more than 30 days in advance to the County, annually for charges in section IV-A above, and on a quarterly basis for charges related to Section IV-B (if any), and shall be paid by the county within forty-five (45) days of the date of the invoice.
- D. The hourly rates charged by TriMin during the duration of this Agreement shall be the following:

\$160 per hour

- E. Non-payment and remedies of TriMin: In the event that the County does not pay TriMin, within forty-five (45) days of the date of the invoice, the amount due pursuant to the Annual invoice, TriMin shall have the option to terminate its obligation to render further services to the County upon fourteen (14) days written notice thereof.

V. Allowance for Cost of Additional Services

Special Projects and Mandated Systems Modifications, as defined in Sections II-B and II-C, above, may only be billed to County if approved by CMHS Executive Board prior to commencement of services being performed on County's behalf. The actual expenditure of this allowance is only authorized as defined in Sections II-B and II-C above.

VI. Warranties of the Parties

- A. TriMin represents and warrants as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties.
2. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products of TriMin and that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, or trade secret.

- B. The County represents and warrants as follows:

1. The County represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for the County and for the County activity or system involved.
2. The County represents and warrants that it will make prompt and full disclosure to TriMin of any information regarding the government requirements and regulations related to the government program and that the system services.

VII. Other Conditions

- A. **Entire Agreement; Requirement of a Writing:** Except where negotiations are otherwise authorized in the Agreement, 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 relating to the subject matter hereof, as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

- B. **Non-Assignment:** TriMin shall not assign any interest in the Agreement without the prior written consent of the County thereto, provided, however, that claims for money due or to become due to TriMin from the County under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.
- C. **Conflicts of Interest.** TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.
- D. **Subcontracting.** None of the work or services covered by this Agreement, and properly authorized by the User Group, shall be subcontracted without prior written approval of the CMHS Executive Board.
- Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the responsibility of TriMin hereunder to the County for the services provided.
- E. **Expenses Incurred:** No Payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulations.
- F. **Independent Contractor:** For the purpose of this Agreement, TriMin shall be deemed an independent contractor, and not an employee of the County or the User Group. Any and all employees, members, or associates of TriMin or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall not be considered employees of the County or the User Group; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation or responsibility of the County or the User Group.
- G. **Liability:** In recognition of the fact that the software covered by this agreement is not owned by TriMin, and that TriMin has no control of the use of the software by the County, TriMin's liability in performance of this Agreement shall be satisfied by its maintaining in full force and effect professional liability insurance as set forth in Section VII-I-4, below. In no event shall TriMin be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable. The limitations of damages does not apply to indemnification claims or data practice violations.
- H. **Disclaimer of Warranties:** Except as expressly provided in this Agreement, there are no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.
- I. **Indemnification:** Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

- J. Insurance: TriMin, for the benefit of itself, the County, and the User Group, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following.
1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned and hired vehicles used regularly in provision of services under this Agreement, in an amount of not less than one million dollars (\$1,000,000) per accident for combined single limit.
 2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than two million dollars (\$2,000,000) for property damage arising from one (1) occurrences, two million dollars (\$2,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and two million dollars (\$2,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
 3. Statutory Workers' Compensation Insurance
 4. Professional liability (errors and omissions) insurance in an amount of not less than one million five hundred thousand and no/100th dollars (\$1,500,000.00).
 5. TriMin will provide the CMHS Chairperson with certificates of insurance as requested and provide that the insurance carrier will notify the CMHS Chairperson in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's insurance coverage.
- K. Local Alterations: For each of the systems supported under this contract, the maintained by TriMin shall be designated the "Base System". The parties to Agreement agree to accept the base system and modifications to the base system as approved by the CMHS Executive Board. TriMin shall not be liable for claims arising from local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.
- L. Data Practices: All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other state and federal laws on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Joe McNiff, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data.
- M. Force Majeure: TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.
- N. Severability: The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.
- O. Governing Laws: The laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement.
- P. Non-Discrimination: In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, sexual orientation, marital status, national origin, disability, or public assistance.
- Q. Applicability of Uniform Commercial Code: Except to the extent the provisions of this Agreement are clearly inconsistent therewith, this Agreement shall be governed by the applicable provisions of the Uniform Commercial Code. To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.

- R. **Whereas Clauses:** The matters set forth in the "Whereas" clauses on page (1) hereof are incorporated into and made a part of this Agreement.
- S. **Paragraph Headings:** The paragraph and subparagraph headings used in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement.
- T. Pursuant to Minn. Stat. §16C.05, Subd.5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- U. Liability of the County shall be governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) and other applicable law. This Agreement shall not constitute a waiver by the County of limitations on liability provided by Minnesota Statutes, Chapter 466 or other applicable laws.

V. Duration

The duration of this Agreement shall be January 1, 2018, to December 31, 2018, inclusive.

W. Cancellation

This Agreement is binding for the duration of the agreement (1 year) and may not be canceled by the County or by TriMin within the contract period.

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

Accepted and Agreed for:

County: McLeod

Accepted and Agreed for:

TriMin Systems, Inc.

Signed By: _____

Signed By: _____

Name: _____

Name: Joe McNiff

Title: _____

Title: Vice President

Date: _____

Date: _____

State of Minnesota – County
Child Support Program Interagency Cooperative Agreement

**CY 2018-2019 STATE OF MINNESOTA-COUNTY INTERAGENCY COOPERATIVE AGREEMENT
COVERING THE ADMINISTRATION OF CHILD SUPPORT,
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN:**

The Minnesota Department of Human Services, Child Support Division

and

McLeod County

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**CY 2018-2019 STATE OF MINNESOTA-COUNTY INTERAGENCY
COOPERATIVE AGREEMENT COVERING THE ADMINISTRATION OF CHILD SUPPORT,
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN:**

The Minnesota Department of Human Services, Child Support Division

And

McLeod County

THIS INTERAGENCY COOPERATIVE AGREEMENT (hereinafter referred to as "Cooperative Agreement") is made and entered into for the period of January 1, 2018, through December 31, 2019, by and between the Minnesota Department of Human Services, Child Support Division, hereinafter referred to as "STATE," and the Governing Board of McLeod County (hereinafter referred to as "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency"). STATE and COUNTY are hereinafter collectively referred to as "the Parties").

RECITALS

WHEREAS, STATE is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

WHEREAS, COUNTY is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

WHEREAS, the County IV-D Agency is responsible for local operation of child support services under Minnesota Statutes, section 393.07, subdivision 3; and

WHEREAS, the above-referenced entities wish to enter into this Cooperative Agreement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 United States Code (U.S.C.), sections 651 through 699b; and enter this agreement to meet the requirements of 45 Code of Federal Regulations (C.F.R.), sections 303.107 and 302.34.

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the STATE and the COUNTY agree as follows:

COOPERATIVE AGREEMENT

- 1. Definitions.** The following definitions apply to the terms used in this Cooperative Agreement unless the context clearly requires otherwise:

- 1.1 **Administrative Instructions.** Administrative instructions are from the STATE to the COUNTY on administrative or financial matters.
- 1.2 **Business Day.** Business day means a day on which STATE offices are open for regular business.
- 1.3 **Calendar Day.** Calendar day means each day shown on the calendar, including weekends and holidays.
- 1.4 **Central Registry.** The Central Registry is the STATE unit of government responsible for receiving, disseminating, and overseeing the processing of all incoming interstate IV-D cases.
- 1.5 **Cooperating Agency.** A Cooperating Agency is the County Sheriff or County Attorney who provides child support services for the COUNTY pursuant to a Cooperative Arrangement. "Cooperating Agencies" refers to both the County Sheriff and the County Attorney.
- 1.6 **Cooperative Arrangement.** A Cooperative Arrangement is the standard template that is attached to the Cooperative Agreement as Attachment A. This standard template must be used by the COUNTY when securing services from the County Attorney and Sheriff for the operation of the IV-D Program.
- 1.7 **Cooperative Agreement Manager.** The Cooperative Agreement Manager is the contact person for each of the parties. The STATE's Cooperative Agreement Manager is the official contact with the COUNTY and is responsible for enforcing provisions of the Cooperative Agreement and assuring the provisions are carried out by the COUNTY.
- 1.8 **Cooperative Agreement Review Committee (CARC).** The CARC shall be responsible for representing the COUNTY and County Attorney offices in seeking policy dispute resolution under the Cooperative Agreement and Cooperative Arrangement. The CARC shall be appointed by the Child Support Division (CSD) Director, in consultation with Counties and County Attorneys, and shall be comprised of three County Directors and three County Attorneys.
- 1.9 **County Attorney.** Minnesota County Attorney means the attorney under Minnesota Statutes, chapter 388 and section 393.11, subdivision 2, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.10 **County Sheriff.** Minnesota County Sheriff means the sheriff under Minnesota Statutes, chapter 387 and section 471.59, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.11 **Governing Board of a County.** The Governing Board of a County means the governing body of the local unit of government responsible for the administration of public welfare programs and services, including child support, in the county or multi-county area. This can include County Boards, organized under Minnesota Statutes, chapter 375; local social service agencies, organized under Minnesota Statutes,

chapter 393; Hospital Commissions, as empowered by Minnesota Statutes, chapter 393; Human Services Boards, organized under Minnesota Statutes, chapter 402; Service Delivery Authorities, organized under chapter 402A; or any other local unit of government which is responsible for the administration of child support enforcement services for the local area.

1.12 IV-D Program. The Minnesota programs provided for by Title IV-D of the federal Social Security Act, 42 C.F.R., sections 651 through 699b, in accordance with the language of Minnesota Statutes, sections 256.741 and Minnesota Statutes, chapter 518A and other state and federal statutes, federal regulations, and controlling court cases in effect during the term of this Cooperative Agreement..

1.13 Participant. A participant is an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.

1.14 Parties. The Parties STATE and COUNTY collectively.

1.15 PRISM. "PRISM" means the Providing Resources to Improve Support in Minnesota system, the statewide child support database and associated programming which is owned and maintained by the STATE.

1.16 Program Instructions. Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.

1.16 IV-D Program Requirements. IV-D Program Requirements are the state and federal law requirements of the IV-D program.

1.18 State Disbursement Unit (SDU). "SDU" means the State Disbursement Unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Minnesota Child Support Payment Center (CSPC), located in St. Paul, Minnesota.

1.19 User Documentation. User documentation is material contained in DHS eMilo and SIR MILO and is available at: www.dhssir.cty.dhs.state.mn.us/PRISM.

2. Appointment of Cooperative Agreement Manager. Each of the parties shall have a Cooperative Agreement Manager. The STATE's Cooperative Agreement Manager is the Child Support Division (CSD) Division Director or designee. The COUNTY's Cooperative Agreement Manager is the individual responsible for administration of the Cooperative Agreement as designated by the Governing Board of the COUNTY.

2.1 Contact Information for Cooperative Agreement Managers.

State: Rebecca Radcliffe, 651-431-4409, Rebecca.radcliffe@state.mn.us, Minnesota Child Support Division, 444 Lafayette Rd., St. Paul, MN, 55164-0946 or successor.

COUNTY Cooperative Agreement manager or successor: Name, Phone, E-mail, Address:

Gladys Kirsch

320-864-1344

Gladys.Kirsch@co.mcleod.mn.us

3. COUNTY's Duties and Responsibilities. The COUNTY shall:

3.1 General Requirements. Implement and administer the responsibilities specified in this Cooperative Agreement pursuant to the requirements of the IV-D Program. The COUNTY agrees that the functions performed and services provided or purchased by the COUNTY, as specified in this Cooperative Agreement, shall be in accordance with applicable state and federal law, the Minnesota Child Support Procedures Manual (eMILO and SIR MILO), DHS and the federal Office of Child Support Enforcement (OCSE) published material and correspondence, county messages, state and federally approved corrective action plans, and fiscal audits as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

3.1.1 Policy Conflict. When the STATE either issues new or changed policy; new or changed procedures; newly published Court decisions; or newly published state or federal law brings existing policy into question, the COUNTY has ninety (90) calendar days from the date of issuance of the policy or court decision (or 90 calendars days from the date a bill becomes law) to make a written objection to the legal risk associated with the policy or direction. Once the written objection is received by the STATE, the STATE shall meet with the COUNTY and any other relevant stakeholders. The stakeholders shall attempt to informally resolve the objection. The STATE may agree to reimburse the COUNTY for costs arising from adhering to the STATE's policy or direction as described in section 11.2.3 without resorting to the procedural requirements of section 11. Within thirty (30) days of meeting with COUNTY, the STATE will issue a determination.

Notwithstanding the procedural requirements of section 11, if an informal resolution is not agreed upon, the COUNTY may utilize the formal dispute resolution procedure identified in Section 11.2.

3.2 Provide Services. Provide all appropriate IV-D Program services. These services include, but are not limited to, case intake and assessment; establishment of paternity; location of absent parents; establishment of enforceable basic support obligations; enforcement of payment of child and spousal support obligations; and establishment and enforcement of medical and child care support obligations.

3.2.1 Provide Customer Service. Provide direct customer service by responding to all inquiries from IV-D participants and the general public, including those inquiries related to centralized child support services. The COUNTY shall respond to participant inquiries and complaints referred from the STATE according to the policies and procedure outlined in section 3.1.

3.3 Hold Harmless. Except as provided in section 3.1.1, each Party is responsible for its own acts or omissions while performing the services described in this Cooperative Agreement.

3.4 Cooperative Arrangements. Establish and maintain written Cooperative Arrangements between the COUNTY and other county officials who have a statutory obligation pursuant to 45 C.F.R., section 302.34 to cooperate with the STATE and COUNTY as necessary to provide services required under the IV-D Program in compliance with this Cooperative Agreement.

Counties, County Attorneys, and County Sheriffs must use the standard Cooperative Arrangement, attached as **Attachment A** to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 C.F.R., section 303.107. Administrative reimbursement is available for services provided under a Cooperative Arrangement for the calendar quarter during which the Cooperative Arrangement is signed and for subsequent calendar quarters covered by the Cooperative Arrangement. If no signed Cooperative Arrangement is in place for a calendar quarter, no federal reimbursement is available for that calendar quarter.

Submit copies of the signed Cooperative Arrangements and the three (3) required attachments to the CSD Division Director. COUNTY shall provide a signed Copy of each Cooperative Arrangement to the CSD Division Director no later than March 31, 2018, in order to claim IV-D federal financial participation (FFP) reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

The CSD Division Director must review the Cooperative Arrangements and notify the COUNTY within twenty (20) business days if the Cooperative Arrangement, on its face, fails to meet the minimum specifications required under CSD policy.

If at any time during the Cooperative Agreement year, the COUNTY enters into Cooperative Arrangements with additional cooperating agencies, the COUNTY must immediately send a copy of the new Cooperative Arrangement and the required attachments to the CSD Division Director.

The COUNTY may not claim IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter when copies of appropriately signed Cooperative Arrangements and required attachments have not been provided to the CSD Division Director by the end of that calendar quarter.

3.5 Purchase of Services Agreements. As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The COUNTY must fully document in the COUNTY records its determination that the amounts are reasonable and necessary. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3 below. STATE supervision of purchase of service agreements is limited to those for which FFP is available under the IV-D regulations.

3.6 Notification of Appeals. With the County Attorney, notify the CSD Division Director within seven (7) business days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the case parties or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.

3.6.1 Notice of Substantive Adverse Decisions. The COUNTY shall also report to the CSD Division Director any child support orders or judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.

3.7 Internet Access. Have and maintain access to the Internet for all of the COUNTY caseworkers.

3.8 Provide Information. Provide any information requested for state and federal program reviews and audits.

3.9 Information Technology Security. Provide for information technology security in accordance with the STATE's policies and procedures.

3.9.1 COUNTY Security Officer. Designate an employee as COUNTY Security Officer or Backup COUNTY Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.

3.9.2 Security Manual. Adhere to the STATE's policies and procedures as provided in the DHS Data Practices Manual; DHS Information Policy Standards; CSD program instructions; and instructions from the DHS Office of Information Security.

3.10 Cooperation with Other Agencies. Agree that the COUNTY, in administering the requirements of the IV-D Program, will cooperate with other Minnesota county, tribal, and state-operated economic support agencies, and other Minnesota state agencies to the extent authorized by state and federal law.

3.11 Providing Resources to Improve Support in Minnesota System (PRISM). Agree to cooperate with the operation of and to use the Providing Resources to Improve Support in Minnesota System or its successor system (both hereinafter referred to as "PRISM") as agreed upon by the STATE and the COUNTY. The COUNTY and STATE shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Cooperative Agreement. Both Parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The STATE acknowledges its responsibility to maintain PRISM in maximum functional status for the benefit of all COUNTY and state users. The STATE agrees to take all necessary actions to assure the uninterrupted availability of PRISM during normal business hours.

3.11.1 Maintain Automation Equipment. Maintain and not alter or add to any child support automation equipment in the physical location installed by the STATE unless prior approval is given. Any costs incurred by the COUNTY because of STATE approved equipment moves shall be reimbursed per the applicable FFP rate.

3.11.2 No Alteration of Software. Agree that neither COUNTY nor other COUNTY staff persons working under the Cooperative Arrangement for the COUNTY will alter state of Minnesota provided software or add software programs that will adversely affect child support automation in the COUNTY without the permission of the STATE.

3.11.3 Authorized Access to Automation Equipment. Ensure that all automation equipment connected to the state of Minnesota computer reporting network is not accessible to persons other than those authorized by the COUNTY Security Officer for purposes of program administration and shall specifically limit such access in each Cooperative Arrangement.

- 3.12 Cost-Sharing Allocation Plan.** Reimburse the STATE under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support or program administration.
- 3.13 Maintain PRISM Financial Records.** Be responsible to maintain and update PRISM financial information including the following:
- 3.13.1 Enter Court Order and Balance Information.** Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.
- 3.13.2 Receipt and Disbursement (R&D) Adjustments.** Perform adjustments to receipt and disbursement amounts in accordance with the STATE's policies and procedures.
- 3.14 Failure to Maintain PRISM Financial Records.** Be responsible for court-ordered reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to maintain proper PRISM financial records.
- 3.15 Reimbursement for Failure to Follow Policy and Instructions.** Be responsible for reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to follow state and federal laws, Department of Human Services written policy directives, program instructions, or published IV-D directives that are appropriately and timely communicated to the COUNTY by the STATE or in the case of worker error. In the event of a dispute, the COUNTY may follow the procedures under Section 11.
- 3.16 Collections, Receipts, and Disbursements.** Pursuant to program instructions, (1) redirect all child support payments to the CSPC; and (2) forward any child support or other support related payments received by the COUNTY to the CSPC for receipting into PRISM within 24 hours.
- 3.17 Records Maintenance.** Maintain such records, case files, reports, evaluations, or other documents that the STATE specifies as needed by the STATE for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to DHS records retention schedules or directives allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. The COUNTY must ensure that these reports comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.
- 3.18 Confidentiality of Records.** Comply with the terms of the *Information Privacy and Security Agreement* that has been separately executed by the Parties (that is incorporated reference into and made a part of this Cooperative Agreement), and with any successor agreements thereto, and with all applicable federal and state laws governing the privacy and security of personally identifiable information about a participants and others (PII). PII includes but is not limited to an individual's name, address, federal tax information, social security number, and other private data on individuals (as defined in Minnesota Statutes, section 13.02, subdivision 12), whether maintained on PRISM or elsewhere by the COUNTY. The COUNTY shall maintain

appropriate administrative safeguards to ensure all such information is adequately protected against improper access, use, and disclosure by its employees and subcontractors, and shall ensure that its employees and subcontractors receive training regarding the requirements of applicable laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, chapter 13.

3.18.1 Cooperating Agencies and Compliance with Regulations. Ensure that Cooperating Agencies have available all information necessary to perform under the Cooperative Arrangement. The COUNTY will include in the Cooperative Arrangement language that addresses compliance with state and federal privacy and confidentiality laws and regulations. This language shall specify that the cooperating COUNTY will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purposes allowed by federal law, state law, and federal regulations governing the operation of the IV-D Program. The COUNTY and/or COUNTY security staff have the responsibility to ensure that requested access to PRISM meets the requirement of the access being necessary solely for the purposes of administration of the IV-D Program. Any request that does not meet that requirement must be denied at the local level. All requests for PRISM access must be approved by the appropriate County Security Officer before state security staff will process the request.

3.18.2 Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program. In the event that other individuals or other county programs request information from or access to the PRISM system through the COUNTY, the COUNTY shall recommend and grant access only for the purposes allowed by the federal and state law and regulations governing the operation of the IV-D Program. The COUNTY will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the STATE prior to the STATE granting such access. The agreements will address compliance with relevant state and federal privacy and confidentiality laws and regulations specifying that any individual granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D Program. COUNTY and/or COUNTY security staff will have the responsibility to ensure that requested information from or access to PRISM meets the requirement(s) for the purposes of administration of the Child Support Program. Any request that does not meet that requirement must be denied at the local level. The appropriate COUNTY Security Officer or backup security officer must approve all requests for PRISM access or PRISM information before STATE security staff will process the request. The COUNTY is responsible for ensuring that the third party complies with all data privacy laws and regulations. This provision does not prevent COUNTY from sharing information with case participants, courts, and authorized third parties pursuant to Minnesota Statutes, chapters 256; 257; 518A; 518C; 571; and Minnesota Statutes, section 13.46.

3.18.3 Other Parties Requesting Access to PRISM or PRISM Information. Access by third parties to information maintained by the PRISM system for reasons other than the purposes allowed by the federal and state law and regulations governing the operation of the IV-D program shall be referred to the STATE. If the STATE releases county-specific data, the STATE will notify the COUNTY that is the subject of the request.

3.18.4 Not a “Business Associate Agreement.” This Agreement does not create a “business associate” relationship or constitute a “business associate agreement” as defined in the Health Insurance Portability and Accountability Act (HIPAA).

3.19 Federal Parent Locator Service Agree to comply with Federal and State privacy laws and regulations and the applicable provisions of the U.S. Department of Health and Human Services’ Office of the Chief Information Officer (HHS-OCIO) Policy for Information Systems Security and Privacy (IS2P) and the Automated Systems for Child Support Enforcement: A Guide for States (Federal Certification Guide). Agree to the required Federal Parent Locator Service (FPLS) cooperative agreement language for ensuring the confidentiality of FPLS, stated below.

The STATE is responsible for the issuance of User Documentation to COUNTY, which communicates the detailed requirements for the confidentiality of FPLS information.

The COUNTY agrees to comply with and assume responsibility for compliance by its employees, agents, contractors and subcontractors with the following requirements:

- (1) The COUNTY agrees to submit requests to the FPLS solely to locate a parent for the purpose of establishing paternity, securing child support, or when applicable, to locate a parent in a paternal kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations.
- (2) The COUNTY shall educate all authorized personnel that access FPLS information on the confidentiality and security requirements of FPLS information, the safeguards required to protect FPLS information and child support program information, and the penalties for non-compliance.
- (3) The COUNTY shall restrict access to FPLS to authorized personnel who need the FPLS information to perform their official duties. The COUNTY must maintain a list of employees, agents, contractors and subcontractors with authorized access.
- (4) The COUNTY agrees to label all reports containing FPLS and to store all material containing FPLS in a locked container when the material is not in use.
- (5) The COUNTY agrees to immediately report any incident involving unauthorized access to or disclosure of FPLS information to the STATE.

3.20 IRS Language for General Service. Agree to comply with all Internal Revenue Service (IRS) procedures and safeguards (26 U.S.C., sections 6103 and 7213). Agree to the required IRS cooperative agreement language for ensuring the confidentiality of IRS information in sections 3.19.1 through 3.19.3, stated above.

The STATE is responsible for the issuance of User Documentation to the COUNTY, which communicates the detailed requirements for the confidentiality of IRS information.

3.20.1 Performance. In performance of this Cooperative Agreement, the COUNTY agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

- (1) All work is under the supervision of the COUNTY or the COUNTY’s employees.

- (2) Any federal tax return or return information provided or made available by the IRS must be used only for carrying out the provisions of this Cooperative Agreement. The COUNTY must treat information contained in material provided by the IRS as confidential and not divulge or make it known in any manner to any person except as may be necessary in the performance of this Cooperative Agreement. Disclosure to anyone other than an officer or employee of the COUNTY is prohibited.
- (3) All federal tax returns and return information provided by the IRS must be accounted for upon receipt, and properly stored before, during, and after processing. In addition, all related output must be given the same level of protection as required for the source material.
- (4) The COUNTY certifies that the IRS data processed during the performance of this Cooperative Agreement will be completely purged from all data storage components of its computer facility, and that the COUNTY retains no output is retained at the time the work is completed. If immediate purging of all data storage components is not possible, the COUNTY certifies that it safeguards any IRS data remaining as required by law in an appropriate storage component to prevent unauthorized disclosures.
- (5) The COUNTY must give the STATE or its designee any spoilage or any intermediate hard copy printout that may result during the processing of IRS data. When this is not possible, the COUNTY is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the STATE or its designee with a written statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting of Federal tax information provided by the IRS must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) The COUNTY shall not subcontract work involving Federal tax information (FTI) furnished under this Cooperative Agreement without prior written notice to the IRS, pursuant to IRS Publication 1075, Section 11.3. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and, at least annually afterwards, contractors should be advised of the provisions of Internal Revenue Code (IRC) Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy, procedure for reporting unauthorized disclosures, and data breaches. For both the initial certification and the annual certification, the

contractor should sign, with either ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

- (8) The COUNTY must maintain a list of employees and subcontractors with authorized access. The COUNTY must provide such list to the STATE and, upon request, to the IRS reviewing office.
- (9) The STATE has the right to void the Cooperative Agreement if the COUNTY fails to provide the safeguards described above.

3.20.2 Criminal/Civil Sanctions:

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 C.F.R., section 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Cooperative Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Cooperative Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code sections 7213A and 7431.
- (3) Additionally, it is incumbent upon the COUNTY to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. section 552a. Specifically, 5 U.S.C., section 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C., section 552a(m)(1), provides that any officer or employee of a COUNTY, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually

identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRC sections 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3.20.3 Inspection. The IRS and the STATE shall have the right to send its officers and employees into the offices and plants of the COUNTY for inspection of the facilities and operations provided for the performance of any work under this Cooperative Agreement. Based on such inspection, specific measures may be required in cases where the COUNTY is found to be noncompliant with Cooperative Agreement safeguards.

- 3.21 Bonding.** In accordance with 45 C.F.R., section 302.19, the STATE is required to ensure that every person who has *access to or control over funds* collected under the program is covered by a bond against loss resulting from employee dishonesty. The COUNTY must bond any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections. Even though the COUNTY no longer receipts and disburses funds, bonding is required due to the ability to access funds in PRISM through financial adjustments.

The COUNTY must have a minimum bonding amount of thirty thousand dollars (\$30,000) per employee. DHS has determined this amount is sufficient to cover employee dishonesty. If the COUNTY does not have a bonding policy in place, it may establish a self-bonding system to satisfy the bonding requirements.

The minimum bonding amount does not reduce or limit the ultimate liability of the COUNTY for losses of support collections from the STATE's IV-D program.

DHS will not collect bonding information for individual counties. The COUNTY must maintain all bonding information and is subject to the State Audit.

4. STATE's Duties and Responsibilities. The STATE shall:

- 4.1 General Requirements.** Perform the duties and responsibilities specified in this Cooperative Agreement in accordance with the state and federal statutes, federal

regulations, and controlling court cases that are in effect during the term of this Cooperative Agreement.

- 4.2 CSD Memos/Child Support Bulletins.** Maintain an index, accessible to COUNTY child support staff and County Attorneys, listing all the current COUNTY child support directives and COUNTY child support bulletins released during the Cooperative Agreement year that apply to the IV-D Program.
- 4.3 Program Instructions.** Provide notification of new pending program instructions, administrative instructions and IV-D requirements within thirty (30) calendar days of first becoming aware of them.

Develop and maintain programs and administrative instructions for administrative and child support activities relating to the IV-D Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes and federal regulations in new program and administrative instructions. The STATE will incorporate such citation in the Child Support User Documentation.

4.3.1 Program Instruction Change. If, after notification of new pending program instructions, the COUNTY reasonably believes that the proposed change will have a significant financial impact on the COUNTY, the COUNTY may request from the STATE a thirty (30) calendar day comment period. The request for a comment period shall be made in writing to the Child Support Division Director within ten (10) calendar days of the notification of pending program instructions and shall be accompanied by a brief written explanation of the anticipated financial impact on the COUNTY and why the COUNTY believes the impact is significant. The comment period shall be granted if (a) written request is timely made and if (b) the change is not the result of implementation of state and federal statutes, rules and regulations, court orders, or settlement agreements arising from litigation.

The STATE shall consider the fiscal impact on the COUNTY before implementing the change in requirements. It is not the STATE's intent to unilaterally impose any new, unbudgeted programs on the COUNTY.

4.3.2 Reasonable Time Period to Implement. Allow the COUNTY a reasonable time period in which to fully implement program instructions. Program instructions, which are the result of changes in federal or state laws, rules and regulations or court actions, may be implemented by the STATE in accordance with the implementation timeframes of the federal or state laws, rules and regulations, or court action.

4.3.3 Extension of Time Period to Implement. Allow the COUNTY to request an extension of the time period for implementing program instructions or requirements, which have a significant impact on the COUNTY and are not mandated by state or federal law or court order. The COUNTY may submit documentation of the hardship imposed, and the STATE may grant a reasonable exception to the implementation requirements.

- 4.4 Monitoring.** Have the discretion to monitor the COUNTY's responsibilities as defined in this Cooperative Agreement, conduct performance reviews, make recommendations

concerning the overall administrative efficiency of the program, and require corrective action as applicable.

- 4.5 Comprehensive Training.** Provide comprehensive statewide training for COUNTY personnel including, but not limited to, new worker training, training related to new initiatives and PRISM enhancement, and other continuing training related to the IV-D Program. Training programs and curriculum shall be determined in consultation with the County Training Workgroup. Child Support training materials shall be made available to the COUNTY. Provision of classroom training and onsite training is subject to CSD budget limitations.
- 4.6 Information to the Public.** Provide the public with information on the Child Support Program per the requirements of 45 C.F.R., section 302.30.
- 4.7 Standard Cooperative Agreements.** Use the standard Cooperative Agreements that conform to state and federal laws when contracting with counties.
- 4.8 Central Registry.** Provide Central Registry services to counties.
- 4.9 PRISM Maintenance.** Ensure ongoing maintenance of PRISM.
- 4.10 PRISM Enhancement.** Responsible for the modification and enhancement of the PRISM system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports COUNTY program operations and performance improvements. The STATE agrees to continue to take all necessary actions to modify the IV-A to IV-D (MAXIS/PRISM) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of PRISM.
- 4.11 Ownership of Software.** Retain all ownership rights in any STATE-owned software or modifications thereof and associated documentation designed, developed, or installed because of this Cooperative Agreement.
- 4.12 Tax Intercept.** Certify arrears for tax intercept and other certifiable debts using PRISM account balances, as well as receive, distribute, and disburse tax intercept funds centrally through PRISM, and make information available in PRISM and other reports.
- 4.13 New Hire Reporting.** Ensure employer compliance with the reporting requirements under the Work Reporting System, Minnesota Statutes, section 256.998.
- 4.14 Provide Direct Program Assistance to COUNTY.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct program assistance to the COUNTY, including assistance related to child support policy, PRISM processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.
- 4.15 Delegation of Authority.** Delegate to the County Attorney, as set forth in Minnesota Statutes, section 393.11, subdivision 2, its authority to provide IV-D Program legal services by appearing (a) on behalf of COUNTY in the expedited process, (b) in district

court, and (c) in appellate court. The STATE agrees to assist the County Attorney in preparation of appeals as appropriate.

- 4.16 Confidentiality of Records.** Agree to comply with the applicable federal and state laws and STATE regulations concerning confidentiality of participant and PRISM records.

5. Procurement.

- 5.1 Equipment.** The COUNTY may purchase and install equipment in accordance with the STATE's manuals and procedures and industry best practices. The COUNTY shall be responsible for inventory, maintenance, replacement, and security of all this equipment.

The COUNTY shall keep all STATE-owned equipment that is located in the COUNTY in a secure place and compensate the STATE for any theft, damage, or other loss of equipment if the STATE's prescribed security precautions have not been met.

6. Allocations.

- 6.1 Standards of Performance and Performance Based Allocation.** The STATE shall specify standards of performance and budget an allocation to the COUNTY as its proportionate share of dollars for performance-based funding. The STATE shall distribute the available incentive funding to counties under Minnesota Statutes, sections 518A.51 and 256.979, subdivision 11,

- 6.2 COUNTY Contribution.** The COUNTY agrees that performance incentives allocated to the COUNTY must be used to supplement and not supplant other funds used to carry out the child support program. The COUNTY agrees to maintain a minimum county contribution from local budget resources. The minimum COUNTY contribution level for each calendar year is computed with federal fiscal year 1998 as the base year. Under 45 C.F.R., section 305.35, a base amount of spending is determined by subtracting the amount of federal and state incentive funds earned by the COUNTY program for Federal Fiscal Year 1998 from the total amount expended by the county in the program during the same year. The COUNTY must maintain this base amount of county spending in future years. The COUNTY must use incentive payments in addition to, and not in lieu of, the base amount.

If the STATE fails to meet reinvestment minimums, individual counties that fail to maintain the minimum county contribution level will be subject to disallowance of incentive funds in an amount up to the full amount of local funds supplanted, plus the loss of federal matching funds if applicable.

If the STATE's failure to meet minimum reinvestment levels results in a loss of future incentive funds, counties that maintained their minimum county contribution level will not be penalized.

- 7. Funding.** The COUNTY agrees that the obligations of the STATE under this Cooperative Agreement are limited by and contingent upon state and federal legislative authorization and budget appropriations. If, during the term of this Cooperative Agreement, the budget appropriations which fund the STATE, the COUNTY, and services under this Cooperative

Agreement are not made, are repealed, or reduced by actions of the Legislature, Congress, or otherwise, the STATE's and the COUNTY's obligations under this Cooperative Agreement will be reduced, suspended, or cancelled, as deemed appropriate in the STATE's sole discretion.

- 8. Federal Reimbursement.** The STATE shall reimburse the COUNTY for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the STATE under this Cooperative Agreement are contingent upon:

(a) substantial compliance by the COUNTY of all responsibilities identified in this Cooperative Agreement, and in accordance with state and federal laws; (b) authorization of Minnesota and federal laws and availability of state and federal funds; and (c) approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units.

The COUNTY must certify that any claim for reimbursement through federal financial participation (FFP) complies with the limits on FFP for IV-D expenditures listed in 45 C.F.R., part 304. If the COUNTY has questions about whether or not an expense is eligible for reimbursement, the COUNTY may contact the STATE for guidance.

- 8.1 County Income Maintenance Claims.** Claims for reimbursement must be submitted electronically pursuant to the requirements of the STATE's cost reporting system. Child Support costs must be reported quarterly on the DHS-2550 Income Maintenance Expense Report and must be submitted via web-based application to the STATE on or before the 20th day of the month following the quarter for which reimbursement is being claimed. If the 20th day of the month falls on a Saturday, the due date for the expenditure report is Friday the 19th; if the 20th is a Sunday, it is due on Monday the 21st.

For all claims submitted timely, the STATE will issue the reimbursement payment by Electronic Fund Transfer. Said reimbursements are subject to reduction and/or recovery as provided in this Cooperative Agreement. Late expenditure reports will be processed in the following quarterly payment cycle.

Reimbursement payments will be made quarterly. The reimbursement payment for each quarter consists of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.1.1 County-wide Indirect Claim. The COUNTY must submit cost allocation plans containing methodology and resulting amounts for eligible countywide indirect expenses incurred in the delivery of the IV-D Program. These plans must be certified by an independent auditing firm and be received by the STATE Financial Operations Division (FOD) by February 15th of each calendar year. Only countywide indirect costs that comply with the limitations of 45 C.F.R., part 304, and other federal and state limitations on indirect cost are eligible expenses.

One-fourth (25%) of the annual Child Support amount from the cost allocation plan will be the eligible county-wide indirect expense amount to be reimbursed each quarter. The reimbursement payment for each quarter will consist of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.2 Adjusted Reimbursement Claims. The COUNTY may submit adjustments to prior quarter DHS-2550 expenditure reports up to one year from the original quarter ending date. Child Support reimbursements resulting from expenditure adjustments for prior quarters will be paid as part of the normal quarterly payment process.

8.3 Non-Compliance. The STATE may withhold or withdraw funds from the COUNTY when it is in non-compliance with this Cooperative Agreement or IV-D Program Requirements subject to the terms of this Cooperative Agreement. The STATE may withhold or withdraw funds if the STATE determines that the activities performed by the COUNTY do not meet state or federal statutes and requirements, following an opportunity for corrective actions as described in Section 8.3.1 (Compliance Review).

If there is a delay or failure to perform when such delay or failure is due to an uncontrollable circumstance that was unforeseeable, the County shall be excused from timely performance because of the uncontrollable circumstance. Uncontrollable circumstances shall include fire, flood, epidemic, wars, acts of God, unusually severe weather, or actions of public authorities that cause an inability to perform work. The County shall communicate the uncontrollable circumstance to the State as quickly as practical.

The County will begin performance as soon as the consequences of the uncontrollable circumstance are remedied to such an extent that the County is able to begin performance.

8.3.1 Compliance Review. The STATE will notify the COUNTY of items that require corrective action and the need for the COUNTY to develop and submit a Corrective Action Plan. The COUNTY must submit its response within ten (10) calendar days of the date of the notice under this section, unless the STATE approves an extension. A failure by the COUNTY to implement fully a STATE-approved Corrective Action Plan shall result in a payment reduction to be determined by the STATE.

8.3.2 Advance Notice. The STATE shall provide thirty (30) calendar days advance notice to the COUNTY when it intends to withhold or withdraw a payment pursuant to Section 8.3.1 (Non-Compliance). The STATE will schedule a conference to attempt resolve the issue that gave rise to the notice before the imposition of the withholding or withdrawal. After the conference, if there is an impasse, the COUNTY may appeal the STATE's decision as provided by Section 11 of this Cooperative Agreement.

8.4 Disallowances. The STATE shall recover from the COUNTY any state or federal fiscal disallowances or sanctions attributable to actions of the COUNTY, Cooperating Agencies, or the COUNTY's subcontractors. If federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.

8.5 Conditions of Payment. All services and reporting provided by the COUNTY pursuant to this Cooperative Agreement shall be performed to the satisfaction of the STATE, as determined in the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, rules and regulations. The STATE reserves the right to suspend, reduce, or terminate the distribution of child support funds to the

COUNTY for services or reporting provided pursuant to Section 8.1 of this Cooperative Agreement found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.

- 8.6 Payment recoupment.** The COUNTY must reimburse the STATE upon demand, or the STATE may deduct from future payments made pursuant to this Agreement, any amounts paid by the STATE under this Cooperative Agreement, for which required reports have not been received, or for which the COUNTY's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform the services described in this Cooperative Agreement.

9. Program Operation: Records, Reporting, Monitoring, and Security.

- 9.1 Record Keeping Requirements.** At least forty-five (45) calendar days prior to the effective date of any STATE reporting or record keeping requirement issued after the beginning of the Cooperative Agreement period, the STATE shall provide the COUNTY with written notice of such a proposed reporting or record keeping requirement and allow the COUNTY an opportunity to review and comment on such a requirement. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the STATE without strict compliance with the above-stated notice and comment requirements. However, the STATE shall make every reasonable effort to solicit comments from the COUNTY prior to implementing such record keeping and reporting requirements.

- 9.2 Records Maintenance.** The COUNTY shall maintain such case files, fiscal records, financial statements, and necessary evidences of accounting procedures and practices sufficient to document the funding received and disbursements made under this Cooperative Agreement.

The COUNTY shall maintain such records, reports, evaluations, or other documents that the STATE specifies are needed for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. These reports must comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

- 9.3 Records Availability.** All records maintained by the COUNTY pursuant to this Cooperative Agreement shall be available to the STATE on request and with adequate notice for inspection, examination, or audit. Except when the STATE determines that unusual or exigent circumstances exist, the STATE will give the COUNTY at least five (5) business days written notice, unless the COUNTY consents to a shorter timeframe. The STATE shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the COUNTY.
- 9.4 Federal or State Authority to Review Documents.** Notwithstanding the above, nothing in this Cooperative Agreement shall be construed to limit, modify or extinguish any federal or state legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the COUNTY or to modify or limit

the COUNTY's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.

- 9.5 Records Security and Access.** Access to and confidentiality of all records and reports shall be maintained in compliance with the applicable federal and state laws, including Minnesota Statutes, chapter 13. Each party is responsible for compliance with state and federal data privacy laws and agreements.

10. Annual Audit.

- 10.1 Compliance with Single Audit Act.** All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Office of Budget and Management (OMB) Circular A-133. The COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

- 10.2 State Audits.** Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.

10.3 Audit Disallowance.

10.3.1 The COUNTY's Liability. The COUNTY shall be liable for the entire amount of the audit adjustment attributed directly to the COUNTY. If the STATE receives a federal audit adjustment based on a statewide random sample, the actual amount of a disallowance against the COUNTY shall be determined pursuant to Minnesota Statutes, section 256.01, subdivision 2(r).

10.3.2 Fiscal Sanction. No fiscal sanction shall be taken against the COUNTY unless it is based upon a specific law, regulation, rule, administrative instruction, or program instruction that was: (a) effective during the time period which is being audited, and (b) communicated to the COUNTY head or designee in writing by the STATE or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for sixty (60) calendar days after the date the COUNTY receives written notice of the requirement. The STATE may extend the 60-day hold-harmless period upon COUNTY's proof of hardship. The 60-day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law, federal regulations, or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law, administrative rules, or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the COUNTY's responsibility to implement policies and instructions by their effective dates.

10.4 Audit Adjustments

10.4.1 Audit Adjustment Determination. If, pursuant to an audit under Section 10, it is determined that there is an error in the COUNTY's fiscal and service records for this Cooperative Agreement or previous Cooperative Agreements, the STATE will take steps to recover or otherwise adjust the COUNTY's reimbursement under the Cooperative Agreement. The STATE shall limit the increase or decrease to the audited error and shall confer with the COUNTY before increasing or decreasing the monthly payment for this Cooperative Agreement. The Parties may negotiate the timing and amount of the adjustment at the COUNTY's request.

10.4.2 Payment Adjustments. The Parties shall attempt to negotiate the timing and payment schedule of any adjustments under this Section. The STATE may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

11. Administrative Review. The COUNTY shall be entitled to an administrative review if both of the following occur:

1. The STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement; and
2. The disagreement concerns: (a) reconciliation of claims and reimbursements (review is through STATE conference); (b) any financial audit of the COUNTY as described in this Cooperative Agreement (review is through the audit resolution policy); (c) any compliance review of the County as described in section 8.3; or (d) any federal audit of the COUNTY or the STATE.

11.1 Review Process. The COUNTY's method of resolving any dispute or controversy arising out of or relating to this Cooperative Agreement shall be the complaint process provided in this subsection. The COUNTY may address a written complaint to the CSD Division Director at the Minnesota Department of Human Services at the following address: CSD Division Director, 444 Lafayette Road North, St. Paul, MN 55155. The CSD Division Director shall respond in writing within ten (10) business days. Time periods may be extended by written agreement of the STATE and the COUNTY. If the COUNTY is not satisfied with the response, the COUNTY may request a review of the decision using the process in Section 11.2.

11.2 Administrative Appeal. If the STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement and a substantial interest of the COUNTY is at risk by an action of the STATE, and the dispute is not resolved in the complaint process described above or in the process described in Section 3.1.1, the COUNTY may then submit the dispute to DHS Division Director of Contracts, Procurement, and Legal Compliance for administrative appeal.

11.2.1 Notice of Demand for Appeal. Notice of a request for an administrative appeal, along with the written appeal and all supporting documentation must be submitted to the Administrative Law Attorney (ALA) at DHS Office of General Counsel, 444 Lafayette Road, St. Paul, MN. 55164 within thirty (30) calendar days of the response from the CSD Division Director pursuant to Section 11.1.

11.2.2 Process. The Administrative Law Attorney shall within seven (7) business days forward to the CSD Division Director a copy of the request for appeal and all supporting documentation provided by the COUNTY. The CSD Division Director shall submit a written response within fourteen (14) business days, along with all supporting documentation to the ALA. A copy of the response and all supporting materials must be sent to the COUNTY. The ALA shall make a determination based on the written submissions, statutes and case law if applicable. The ALA shall then recommend to DHS' Commissioner a course of action in the appeal. The Commissioner or her/his designee shall issue an order affirming, reversing, or modifying the action or decision of the STATE. This order is binding upon the COUNTY and the STATE unless an appeal is filed with the Ramsey County, MN District Court within thirty (30) calendar days of the Commissioner's order.

11.2.3 Policy Disputes; Limited Reimbursement Guarantee. If the Administrative Law Attorney finds the following conditions exist:

- 1) The policy or decision has state-wide impact;
- 2) The COUNTY has identified a significant issue that poses a significant risk to the COUNTY; and
- 3) The COUNTY agrees to implement the policy or decision if the STATE reduces the risk to the COUNTY;

Then the Administrative law Attorney may make a recommendation to the Commissioner to direct the reimbursement of direct COUNTY costs, as described below, reasonably related to the legal risk assumed by the COUNTY for complying with the policy or direction.

Direct costs include civil damages, within tort liability limits, the costs of defense in civil litigation, the costs of appeal from district court in family, civil, and criminal cases.

12. General Provisions.

12.1 Non-Discrimination. The COUNTY agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified pursuant to Minnesota Statutes, section 363A.02. COUNTY agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

The COUNTY agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pursuant to Minnesota Rule 5000.3550.

The COUNTY agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

12.1.1 Notification to employees and other affected parties. The COUNTY agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and COUNTY'S obligation under the COUNTY must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Such notices must state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The COUNTY will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the COUNTY is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

12.1.2 Compliance with Department of Human Rights Statutes. In the event of the COUNTY'S noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

12.2 Lobbying Certification. In conformance with federal law, the authorized COUNTY representative must review, sign and return with this Cooperative Agreement either the Certificate Regarding Lobbying form (**Attachment B**) or the Disclosure of Lobbying Activities (**Attachment C**).

12.3 Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions.

Pursuant to 45 C.F.R., section 92.35 and Minnesota Statutes, section 161.315, COUNTY certifies that that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

The COUNTY or any subcontractor must provide immediate written notice to the STATE if at any time the COUNTY or subcontractor learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

12.3.1 Subcontractor Debarment. Pursuant to title 45 C.F.R., section 92.35, and Minnesota Statutes, section 161.315, the COUNTY must require certifications from its subcontractors that none of its subcontractors is presently debarred or suspended by the State or Federal Government, or any State or Federal Departments, commissions, agencies, or political subdivisions. The COUNTY'S agreement to certify all appropriate subcontractors is a material representation upon which the STATE relies in entering into this Cooperative Agreement. The COUNTY shall provide immediate written notice to the STATE if at any time it learns that any disbarment

certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

The COUNTY must use the appropriate certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in any subcontract, including the Cooperative Arrangement, in which federal money will be or may potentially be used.

Approved Certifications regarding disbarment are **Attachment D**.

- 12.4 Prohibition on Weapons.** The COUNTY agrees to comply with all terms of the Department of Human Services' policy prohibiting carrying or possessing weapons wherever and whenever the COUNTY is performing services within the scope of this Cooperative Agreement. This policy, which is located at the business location of the STATE and is available to the COUNTY upon request, is incorporated by reference into this contract. Any violations of this policy by the COUNTY or its employees may be grounds for immediate suspension or termination of the Cooperative Agreement.

Unless otherwise directed by Ramsey County District Court Chief Judge order, the DHS weapons provision does not apply to county attorneys and assistant county attorneys who are permitted to carry firearms in accordance with Minnesota Statutes, section 388.051, subdivision 4 which states: *"Firearms exemption. Notwithstanding section 626.84, subdivision 2, a county attorney, or an assistant county attorney appointed under section 388.10, who lawfully possesses a permit to carry a pistol issued in accordance with section 624.714 may possess and carry a firearm while on duty, unless restricted by the county attorney."*

The DHS weapons provision does not apply to peace officers, as defined by Minnesota Statutes, section 626.84, carrying or possessing weapons within the scope of their employment.

12.5 Provisions of Services and Programs.

12.5.1 Funding Limitations. Except as provided in state and federal statutes, the COUNTY shall perform the functions and provide the services within the limits of State and COUNTY appropriations used to match State and federal funds.

12.5.2 COUNTY Funding. Nothing in this Cooperative Agreement shall be construed to require the expenditure of COUNTY funds, except as specifically provided herein and authorized by the Governing Board of the COUNTY.

12.5.3 Lawful Power and Duties. Nothing contained in this Cooperative Agreement shall be construed to supersede the lawful power or duties of the COUNTY. The COUNTY shall carry out its responsibilities under the sections of this Cooperative Agreement through its appropriate COUNTY departments.

- 12.6 Data Disclosure.** Under Minnesota Statutes, section 270C.65, subdivision 3, and other applicable law, the COUNTY consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies, and to state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the

COUNTY to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. The STATE will not approve this Cooperative Agreement unless these numbers are provided.

12.7 Liability. To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this Cooperative Agreement by the COUNTY or COUNTY agents and/or employees. This clause shall not be construed to bar any legal remedies the COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this Cooperative Agreement. The STATE's liability, if any, shall be governed by Minnesota Statutes, section 3.736.

12.8 Voter Registration Requirement. The COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for COUNTY employees and for the public served by the COUNTY.

12.9 Conditions on the Parties' Obligations. This Cooperative Agreement is contingent upon authorization of Minnesota and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the STATE shall serve to terminate this agreement except as further agreed by the Parties hereto.

12.10 Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice of law provisions, governs this Cooperative Agreement, attachments, and amendments and supplements thereto. Venue for all legal proceedings arising out of this contract, or breach thereof, will be in the state or federal court, without STATE waiving its sovereign immunity, with competent jurisdiction in Ramsey County, Minnesota.

12.11 Severability. If any provision of this Cooperative Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Cooperative Agreement shall remain in full force and effect.

12.12 Assignment, Amendments, Waiver, and Cooperative Agreement Complete.

12.12.1 Assignment. The COUNTY may neither assign nor transfer any rights or obligations under this Cooperative Agreement without the prior consent of the STATE and a fully executed Assignment Agreement, approved by the same Parties who executed and approved this Cooperative Agreement, or their successors in office.

12.12.2 Amendments. Any amendment to this Cooperative 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 Cooperative Agreement, or their successors in office.

12.12.3 Waiver. If the STATE fails to enforce any provision of this Cooperative Agreement, that failure does not waive the provision or STATE'S right to enforce it.

12.12.4 Cooperative Agreement Complete. This Cooperative Agreement contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this Cooperative Agreement, whether written or oral, may be used to bind either Party.

12.12.5 Effective Date. The effective date of this Cooperative Agreement for the payment of federal funds is first date of the quarter in which the STATE and the COUNTY obtain all required signatures under Minn. Stat. §16C.05, subd. 2.

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Signature Page Follows

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

COUNTY NAME McLeod

Gladys M. Kirsch

SIGNATURE of Person Authorized to Execute Agreement on Behalf of County

11/27/17

Date

GladysKirsch

Printed Name

Collections & Accounting Supervisor

Title

Gary L. Sprynczynatyk

SIGNATURE of County Director, Child Support Division or County Director, Human Services Department

11/29/17

Date

Gary Sprynczynatyk

Printed Name

Director

Title

Approved By:

SIGNATURE of Director, Child Support Division
Minnesota Department of Human Services

Date

Jeffrey J. Jorgenson

Printed Name

ATTACHMENT A

CY 2018-2019 IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT

WITH

**McLeod County OFFICES OF HUMAN SERVICES,
COUNTY SHERIFF and COUNTY ATTORNEY**

The **McLeod County** Office of Human Services (hereinafter "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency") and the **McLeod County** Attorney (hereinafter, "County Attorney"), and the **McLeod County** Sheriff (hereinafter "County Sheriff") hereby enter into the following Cooperative Arrangement.

RECITALS

Whereas, the COUNTY and its County IV-D Agency, according to Minnesota Statutes, section 393.07, subdivisions 2 and 3 and through their Cooperative Agreement with the Minnesota Department of Human Services, are responsible for operation of child support services;

Whereas, the COUNTY is also empowered to enter into Cooperative Arrangements with the County Sheriff and the County Attorney pursuant to Minnesota Statutes, chapter 388 and Minnesota Statutes, sections 393.11 and 471.59;

Whereas, the County Attorney is willing and able to provide legal services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 U.S.C., sections 651 through 699Bb;

Whereas, the County Sheriff is willing and able to perform activities necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act;

Whereas, the above-referenced entities enter into this Cooperative Arrangement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act; and

Whereas, Title IV-D of the Social Security Act, Public Law 93-647, as amended, and 45 C.F.R., section 303.107 require a Cooperative Arrangement between the COUNTY and the other county entities that are a party to this Cooperative Arrangement, namely the County Attorney and the County Sheriff, in order to compensate said county entities with respect to reimbursement for costs incurred in providing services necessary to operate the child support enforcement system under Title IV-D of the Social Security Act.

NOW, THEREFORE, BE IT RESOLVED that the parties hereby agree as follows:

I. **GENERAL TERMS**

- A. **Duration of Arrangement.** It is agreed that this Cooperative Arrangement will commence on **January 1, 2018**, and will expire on **December 31, 2019**. The Cooperative Arrangement may be terminated earlier upon sixty (60) days written notice to all other parties. This Cooperative Arrangement shall be renewed upon written agreement of all parties.
- B. **Effective date for payment of federal funds.** The effective date of this Cooperative Arrangement for the payment of federal funds is the first date of the quarter in which the COUNTY, County Attorney, and County Sheriff obtain all required signatures.
- C. **Purpose.** The purpose of the child support program is to establish paternity and secure financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act. In order to meet this purpose, this Cooperative Arrangement establishes procedures for the provision of services to the child support program by the County Attorney, and the County Sheriff.
- D. **Parties.** "Parties" means the COUNTY and the Cooperating Agencies. "Cooperative Agency" is defined in the Cooperative Agreement.
- E. **STATE.** "STATE" means the Minnesota Department of Human Services, Child Support Division.
- F. **DHS.** "DHS" means the Minnesota Department of Human Services.
- G. **CSD.** "CSD" means the STATE's Child Support Division.
- H. **Duties.** The specific duties of each Party are set forth more fully below. This Cooperative Arrangement also provides for reimbursing administrative costs in accordance with federal regulations and state policy.
- I. **Amendments.** Any amendment to this Cooperative Arrangement 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 Cooperative Arrangement, or their successors in office. Any amendment of this Cooperative Arrangement must be sent to the DHS' Director of the Child Support Division.
- J. **Records.** The parties will maintain all records, including financial records, related to all services provided under this Cooperative Arrangement for the longer of six (6) years following the end date of this agreement or as otherwise provided by law. Record maintenance will be in accordance with all federal, state, and local records retention policies, reporting and safeguarding requirements. Records related to services provided under this Cooperative Arrangement will be made available and subject to state and federal review and audit.

Pursuant to 45 C.F.R., section 303.2(c) staff with PRISM update access shall appropriately document case activity. For staff that do not have PRISM update access, the responsible party shall ensure that IV-D case activity is recorded by the appropriate staff. Said documentation shall include the date of action, a description of services rendered, and the result of the action.

All IV-D related contacts, actions and other appropriate IV-D case activity must be recorded as case events in PRISM by the COUNTY. "PRISM" is defined in the Cooperative Agreement.

Case records that are held or maintained by the COUNTY must be maintained pursuant to the requirements under 45 C.F.R., section 303.2(c) and referenced by a note in PRISM. The note must identify the nature of the records and the specific location of the records.

- K. **Applicable Laws and Policies.** All Parties will comply with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota laws and statutes.

1. Policy Dispute

The County Attorney may seek review of STATE policies through this section or through section 3.1.1 of the Cooperative Agreement, acting as the COUNTY.

a. CARC Review

The County Attorney shall be entitled to an administrative review of the STATE's interpretation of the above policies and procedures, if the CARC agrees that the difference in interpretation has a state-wide impact to multiple cases and the CARC agrees on a recommended resolution of the dispute. "CARC" is defined in the Cooperative Agreement.

b. Procedure

The County Attorney shall bring its disagreement with the STATE's interpretation to the CARC. The CARC shall decide whether to submit the dispute to the CSD Division Director. If a dispute is submitted to the STATE, it must clearly state the following information in writing: The disputed policy; exactly what part of the policy is disputed; the legal and/or policy reasons for the difference in interpretation; and a proposed solution to the differences in interpretation. The CSD Division Director and the CARC shall attempt to resolve the disagreement in an informal manner.

If the CARC and the CSD Division Director are unable to reach an informal resolution of the policy dispute, the CARC may request the CSD Division Director to issue a written decision. The CSD Division Director shall issue a written decision as soon as practicable. If the CARC disagrees with the written decision, the CARC may seek mediation of the policy dispute through the Minnesota Office of Administrative Hearings (OAH). The County Attorney's office initiating the policy dispute shall be responsible for the payment of mediation fees.

The decision of OAH is binding upon the COUNTY and the STATE unless an appeal is filed with the district court within thirty (30) calendar days of the OAH decision.

- L. **Monitoring and Corrective Action.** The COUNTY's performance, as set forth in this Cooperative Arrangement, may be monitored by the STATE as needed to ensure effective implementation of its terms and to identify problems that affect the delivery of services covered by the Cooperative Arrangement. The STATE may direct the COUNTY to develop corrective action plans as necessary to avoid fiscal sanctions, which may result if the COUNTY does not meet its obligation under this Cooperative Arrangement. The COUNTY must notify the STATE of conditions that have caused or may hinder its ability to meet its obligations under this Cooperative Arrangement. The COUNTY will develop corrective action plans and comply with them. The Cooperating Agencies agree to comply with any state or federally approved corrective action plans.
- M. **FFP Reimbursement for Child Support Activities.** The COUNTY agrees to comply with the provisions of 45 C.F.R., section 304.21, federal financial participation (FFP), in the costs of Cooperative Arrangements, as a condition for FFP. The COUNTY may be reimbursed for administrative expenses incurred as a result of the activities performed under this Cooperative Arrangement. Said reimbursement shall not exceed the percentage set by federal regulations or state statutes, and it may change during a given calendar year.

The STATE will send written notification to the COUNTY as soon as the STATE is officially notified of a proposed change in the reimbursement rate for administrative expenses, and the county shall notify Cooperating Agencies as soon as they are aware of any changes.

- N. **COUNTY's Duties, Functions, and Responsibilities.** The COUNTY is responsible for administering the program to establish paternity, establish and enforce child support, medical support, and child care support orders, and to enforce spousal support orders pursuant to state and federal law.

The COUNTY will seek reimbursement for the allowable costs incurred under the terms of this Cooperative Arrangement by appropriately reporting those costs to the STATE.

II. Information Privacy

The requirements contained in the *Information Privacy and Security Agreement* (IPSA) that has been separately executed by COUNTY and DHS, and any successor agreement thereto, are hereby incorporated by reference into and made part of this Cooperative Arrangement. The Parties to this Cooperative Arrangement agree that the IPSA governs the Parties' access, use, disclosure of, and responsibilities for protected information (as defined in the IPSA) administration of the Parties' administration of relating to the Title IV-D of the Social Security Act.

Additionally, the Parties agree to comply with the following provisions:

- A. **Confidentiality.** The information exchanged under this Cooperative Arrangement shall not be disclosed to individuals or agencies other than as provided in 45 C.F.R. sections 202.50 and 303.21, and as provided by the laws of the State of Minnesota. Information exchanged under this Cooperative Arrangement will only be used to promote or support the administration of programs authorized to share information under Title IV-D of the Social Security Act.

- B. **Data Privacy.** For purposes of executing its responsibilities and to the extent set forth in this Cooperative Arrangement, all of the Parties to this Cooperative Arrangement shall be part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1. To the extent permissible by law, each Party's employees and agents will have access to private or confidential data maintained by the other Parties to the extent necessary to carry out COUNTY's responsibilities under this Cooperative Arrangement.
- C. **Duty to ensure proper handling of protected information.** The COUNTY shall be responsible for training its employees (and employees of (a) the County Human Services Agency, (b) the County Attorney's Office, and (c) the County Sheriff's Department) who are authorized to access and use protected information collected under the terms and for the purposes specified in this Cooperative Arrangement. This responsibility includes ensuring that staff are properly trained and comply with the following:
1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular, section 13.46 (welfare data);
 2. Security and Confidentiality of Department of Public Safety Driver and Vehicle Service (DVS) data;
 3. Internal Revenue Service (IRS) procedures and safeguards for the confidentiality and security of IRS sourced data under 26 United States Code, sections 6103 and 7213, and the penalties for misuse of IRS sourced data, under 26 United States Code, sections 7213 and 7431, and 26 Code of Federal Regulations, section 301.6103(n)-1,
 4. Federal Parent Locator Service and Child Support Program information privacy and safeguards, including information derived from the National Directory of New Hires, the Debtor File, and the Federal Case Registry, and the Federal Privacy Act; and
 5. Any other applicable state and federal statutes, rules, regulations, and agreements affecting the collection, storage, use and dissemination of private or confidential information.
- D. **Minimum necessary access to protected information.** The Parties shall comply with the "minimum necessary" access and disclosure standards set forth in the MGDPA. The accessing, use, and disclosure of protected information is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." Minnesota Statutes, §13.05, subd. 3.
- E. **Each party shall.**
1. Maintain appropriate safeguards to prevent inappropriate access, use, or disclosure of protected information by its employees other than as provided for by this Cooperative Arrangement or as otherwise required by law;
 2. Immediately report any inappropriate access, use, disclosure, or unauthorized access to protected information not authorized by this Cooperative Arrangement of which it becomes aware;
 3. Ensure that any agents (including subcontractors), analysts, and others to whom

it provides private or confidential data, agree to be bound by the same restrictions, conditions, and training that apply to it with respect to such information;

4. At termination of this Cooperative Arrangement, extend the protections of this Cooperative Arrangement to protected information collected during the course of this Cooperative Arrangement.

F. *Family Violence Indicator.*

Pursuant to Minnesota Statutes, section 257.70 and federal law, the COUNTY and the Parties to this Cooperative Arrangement may not release information about the whereabouts of a person, if it has knowledge that a protective order with respect to the other party has been entered, or if the COUNTY has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought. Child support workers are required to safeguard the privacy of said individuals by entering a safety concern indicator in PRISM.

Protected information, which includes information stored in or accessed from the PRISM system, includes information about all case participants, including persons with privacy protection. The COUNTY and the Parties to this Cooperative Arrangement will explain the sensitive nature of the safety concern indicator to all personnel with access to case information and will comply with safeguards to protect the privacy of all parties, including individuals protected with a privacy protection indicator.

Information about protected individuals may not be published, used, transmitted, or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

G. *Maintaining the Security of Protected Information Stored in or Accessed from the PRISM System.*

Protected information shall be stored in a place physically secure from access by unauthorized persons in conformance with DHS Child Support Division manuals and instructions regarding computer security. The manual is found in the CSD User Documentation. County Security Officers and local agencies can access the manual on DHS-SIR at <https://www.dhssir.cty.dhs.state.mn.us/PRISM>.

The COUNTY and the Parties to this Cooperative Arrangement shall require that all personnel with access to protected information will adhere to the policies and procedures of the CSD and state statutes regarding confidentiality and computer access that are referenced in the CSD User Documentation. The CSD Division Director or his/her designee may review each staff person's access to protected information to ensure that the level of access is consistent with their job duties.

- H. *Hold Harmless for data practices violations.*** The Parties are responsible for their own acts or omissions while performing the services described in this Cooperative Agreement.

III. PROVISION OF LEGAL SERVICES

A. *Duties of the COUNTY.* The COUNTY shall:

1. Refer appropriate cases to the County Attorney as provided for in federal regulations, state law, and policy.

2. Supply the County Attorney with appropriate information as provided for and defined in the federal regulations, the IV-D Program, the State Plan for Support Collection and Establishment of Paternity under Title IV-D of the Social Security Act, and state policy in accordance with DHS Child Support Division Program Manuals (DHS eMILO and SIR MILO) and other program instructions DHS may release from time to time.
3. Assist the County Attorney and the courts in carrying out programs for establishing paternity and securing support for children from legally liable persons.
4. Notify the County Attorney about failures to comply with court-ordered child support and maintenance whenever legal action appears necessary.
5. Consult with the County Attorney about any issues of law that may arise should the COUNTY need legal advice or counsel.
6. Assist in the service of process when the opportunity occurs to serve process before referral to the County Sheriff or other contracted process server.
7. Reimburse the County Attorney for providing services as specified in this Arrangement to the extent these services are federally required activities and services as provided in federal regulation and the IV-D Program.
8. Take any actions necessary to assist the County Attorney in meeting the federally mandated performance standards as set forth below.

B. Duties of the County Attorney. The County Attorney shall:

1. Take appropriate legal action, including making court appearances, to carry out the IV-D Program. The County Attorney agrees that the functions performed and services provided shall be performed in accordance with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All Parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes. The County Attorney agrees that disagreements over policy and procedure shall be handled through the CARC via section I, paragraph H of this arrangement or through the procedures in sections 3.1.1 of the Cooperative Agreement between the STATE and the COUNTY.
2. Review evidence and determine the adequacy of the evidence for court action.
3. Act on behalf of another COUNTY or Tribal IV-D Program or County Human Services Department upon their mutual agreement or as provided by state law or policy.
4. Counsel and advise the COUNTY with regard to issues of law and procedure and act as legal advisor for the COUNTY pursuant to Minnesota Statutes, chapter 388. The County Attorney will refrain from acting as counsel for or providing legal advice to applicants or recipients of IV-D services.
5. Inform the COUNTY of statutory and case law changes that may affect the COUNTY in any of its child support enforcement functions.

6. With the COUNTY, notify the CSD Division Director within seven (7) calendar days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the case parties or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.
7. In coordination with the COUNTY, report to the CSD Division Director within seven (7) calendar days of becoming aware of any child support judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
8. Retain records and make reports to the COUNTY, DHS, the court and law enforcement agencies as required by federal regulations and state policies for the effective and efficient administration of the IV-D Program.
9. Fully cooperate with the COUNTY and DHS with respect to the monitoring and evaluating activities pertaining to this Cooperative Arrangement.
10. Dedicate the necessary staff and equipment necessary to meet the performance standards set forth below.
11. Determine whether handling any particular case would constitute a conflict of interest or otherwise be professionally improper. If so, the County Attorney may select another attorney to handle the case at the same compensation rate as provided in this Cooperative Arrangement. The County Attorney shall require and ensure that the other attorney complies with the terms and conditions of this agreement.
12. Sign off, along with the COUNTY, on any corrective action plans developed as a result of deficiencies noted during a county review.
13. Prepare pleadings, including summons, petitions, orders to show cause, motions, and other necessary legal documents. Utilize relevant PRISM documents as consistent with eFiling and eService requirements. Draft interim orders. Prepare court orders, temporary orders, and judgments as necessary.
14. Cooperate with county, tribal, and state-operated economic support agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the IV-D Program.
15. Attend, if available, relevant training sessions provided by the COUNTY or the STATE.
16. Meet with the COUNTY Child Support Director as requested regarding policy and procedural issues.

C. County Attorney Performance Standards. The County Attorney shall:

1. In recognition of the Family Support Act of 1988, Public Law 100-485, and the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, the COUNTY and County Attorney will collaborate to meet the federally determined time limits for services as set forth by federal law and in accordance with Minnesota law, regulations, and policy. The federal time limits (including, but not limited to, those found at 45 C.F.R., sections 303.2 through 303.11; 303.30 through 303.31; 303.72; 303.100 through 303.102;

305.20; 42 U.S.C., sections 453A and 466(a)(10)) will be the primary standard against which performance under this Cooperative Arrangement will be measured.

2. Promptly notify the COUNTY of any actions that the COUNTY must take in order for the County Attorney to meet these performance standards.
3. Communicate with the COUNTY concerning child support cases prior to hearings;
4. Communicate, to the extent practicable, with opposing counsel prior to hearings;
5. Reserve, to the extent that it is within the County Attorney's control, the necessary time and resources necessary to effectuate the timely resolution of child support legal issues;
6. Meet all timeframes for taking legal actions and establishing and enforcing orders as set forth in the federal regulations and state policies, recognizing exigent circumstance.
7. Cooperate with the COUNTY to meet federal timeframes for IV-D Program services:
 - i. Within ninety (90) calendar days of locating the alleged father or noncustodial parent, establish paternity and establish an order for support or complete service of process necessary to commence proceedings.
 - ii. For cases in which service of process is necessary, establish paternity and establish an order for support:
 - Within six (6) months in 75% of the cases, and
 - Within twelve (12) months in 90% of the cases.
 - iii. From the date of service of process:
 - Within one hundred eighty (180) calendar days of receiving a request for review or locating the non-requesting parent, review and adjust the order or determine that the order should not be adjusted.
8. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Arrangement with or sub-contracts/Cooperative Agreements with DHS.

- D. **Reimbursement to the County Attorney.** Reimbursement to the County Attorney shall be for the actual cost of providing services to the COUNTY incurred by the County Attorney's office. Payments claimed and paid shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 388.

The County Attorney is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.

1. **County Attorney Time:** The County Attorney must track and account for attorney time expended on IV-D cases. If the IV-D program dedicates staff at 100% to eligible IV-D activities under Federal Regulations, the County Attorney may seek reimbursement for 100% of eligible staff time. For attorneys and staff that work on

eligible IV-D cases less than 100% of the time, the attorney and staff time may be accounted for in one of two ways:

- i. *Hourly Cost Method.* The County Attorney may track County Attorney and support staff time on an hourly basis; OR
 - ii. *Time Study/Salary Method.* The County Attorney may use a periodic time study to determine the proportion of time the County Attorney staff spends on IV-D Program activity versus all other activity. The office must regularly complete time studies. The study will be completed as follows:
 - a. All County Attorney staff providing IV-D Program services will complete a week-long time study each month. The study will record time spent on IV-D Program activity.
 - b. The results of each study will determine that percentage of time spent per staff person for IV-D Program services in relation to that person's total hours worked per month.
 - c. Reimbursement will be determined by applying the percentage of time determined to have been used for IV-D Program activity for an individual staff member to that individual's direct salary and benefits costs.
2. **County Attorney Costs:** The County Attorney must track and account for costs expended on IV-D cases. Direct costs must be accounted and claimed. Indirect costs may be claimed in accordance with Federal Regulations, 22 C.F.R., section 225, and OMB circular A-87, but the County Attorney, in cooperation with the COUNTY, must ensure that indirect costs are not double counted (i.e. claimed by both the COUNTY and County Attorney).

Reimbursement Estimate to the County Attorney:

The amount budgeted for eligible IV-D cases services provided by the County Attorney to the COUNTY in the budget year preceding this contract was 32,000 .

Note: Estimated County Attorney costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.

The total estimated County Attorney costs for each of the applicable COUNTY budget years of this contract are as follows:

2018: total estimated cost of \$ 32,000
2019: total estimated cost of \$ 32,000

If the estimated County Attorney costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

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The parties realize that the actual costs incurred and claimed by the County Attorney may exceed or stay below the estimated costs.

E. *Reimbursement Terms to the County Attorney.*

1. The County Attorney will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. If the COUNTY determines that the County Attorney is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Attorney will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section III, paragraph C of this Cooperative Arrangement, and delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

IV. PROVISION OF SERVICES BY THE COUNTY SHERIFF

A. *Duties of the COUNTY.* The COUNTY shall:

1. Supply appropriate information as provided for and defined in federal regulations and state law and policy.
2. Reimburse the County Sheriff for the provision of services as specified in this Cooperative Arrangement to the extent that those services are federally required activities and services as provided in the federal regulations and the IV-D Program.

B. *Duties of the County Sheriff.* The County Sheriff shall:

1. Process Service:
 - a. Upon request, provide services to the COUNTY by performing service of process in Title IV-D cases, including, but not limited to, the service of summons, complaints, orders to show cause, motions, court orders, subpoenas, warrants, and writs of attachment.
 - b. Make diligent attempts to serve legal papers on IV-D participants believed to be residing in the county.
 - c. Document all service of process and attempted service of process by providing a proof of (attempted) service in the form of a server's affidavit or certificate of service. The affidavit or certificate must state the date, time and place of service, whether the respondent was personally served. For serving a summons, the server must also endorse the summons and indicate thereon the time and date, the place and manner of service, and upon whom service was made.
2. Execution of Warrants
 - a. Check the records for outstanding child support warrants, whenever civil papers are served on any person or an arrest is made for any reason.

- b. With due diligence, execute bench warrants, and orders for arrest or commitment in IV-D cases. If there are questions about the validity of said orders or the identity of the party, contact the COUNTY immediately.
 - c. Return all withdrawn IV-D warrants to the COUNTY.
- 3. Locate Services: Respond to COUNTY requests for location information by accessing available resources, such as the Minnesota Bureau of Criminal Apprehension, Crime Information Bureau and out- of-county and out-of-state law enforcement agents.
- 4. Security Services
 - a. To provide a bailiff to be present at IV-D hearings as requested by the COUNTY, the County Attorney, or as ordered or directed by the court.
 - b. Upon request, provide special security service to the COUNTY and to the courts.
 - c. Escort respondents who are in custody to hearings scheduled by the COUNTY and arrange for transportation of persons arrested in other counties.
- 5. Other Services
 - a. Provide daily jail and Huber (work release) rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
 - b. Upon request, meet with the COUNTY Child Support Director regarding policy and procedural issues.
 - c. Ensure equal opportunity and equal access in service delivery. This includes the use of interpreters or procedures for acquiring translation and interpretation services when needed and the provision of reasonable accommodations or aids for people with disabilities.

C. *County Sheriff's Department Standards of Performance.*

- 1. Process Service
 - a. Execute due diligence by making at least three attempts to serve the respondent at each possible location furnished by the COUNTY. The County Sheriff may make fewer than three service attempts at a particular location, if, after attempting service, if it is determined that further attempts at that particular location would be futile.
 - b. Effectuate service of process to meet due process requirements as set forth under Minnesota statutes
- 2. Execution of Warrants
 - a. With due diligence, execute bench warrants and arrest/commitment orders in IV-D cases.
 - b. If there are questions about the validity of any warrant or the identity of the party, contact the COUNTY within ten (10) days.

- c. Return all withdrawn IV-D warrants to the COUNTY within ten (10) days of withdrawal.

3. Locate Services

- a. Respond to COUNTY requests for location information by accessing available resources such as National Crime Information Center (NCIC) and the Bureau of Criminal Apprehension (BCA) and other automated resources with due diligence.

4. Security Services

- a. With advanced notice, provide special security service to the COUNTY and to the courts.

5. Other Services

- a. On a daily basis, provide daily jail and Huber rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
- b. Meet with the COUNTY Child Support Director as requested, regarding policy and procedural issues.
- c. Cooperate with the COUNTY to meet federal timelines for IV-D services:
- d. Within seventy-five (75) days of determining that location is necessary, access appropriate locate sources.
- e. If service of process is necessary, service must be completed or unsuccessful attempts must be documented within sixty (60) calendar days of identifying a delinquency, or of locating the noncustodial parent, if location is necessary.
- f. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Agreement with the State of Minnesota Department of Human Services.

D. *Reimbursement to the County Sheriff.*

- 1. The County Sheriff will be reimbursed for the actual cost of providing services to the COUNTY incurred by the County Sheriff's office. Payments claimed shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 387.

The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program.

Reimbursement Estimate to the County Sheriff:

The amount budgeted for eligible IV-D cases services provided by the County Sheriff to the COUNTY in the budget year preceding this contract was
11,000

The total estimated County Sheriff costs for each of the applicable COUNTY budget years of this contract are as follows:

Note: Estimated County Sheriff costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.

2018: total estimated cost of \$ 11,000

2019: total estimated cost of \$ 11,000

If the estimated County Sheriff costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

Field is Intentionally Left Blank

The parties realize that the actual costs incurred and claimed by the County Sheriff may exceed or stay below the estimated costs.

E. Reimbursement Terms to the County Sheriff.

1. The County Sheriff will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.
4. If the COUNTY determines that the County Sheriff is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Sheriff will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section IV.C., delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

V. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participants (County Attorney and County Sheriff) must certify the following, as required by the regulations implementing Executive Order 12549:

A. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

Instructions for Certification:

1. By signing and submitting this Cooperative Arrangement, the prospective lower

tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549 (Debarment and Suspension). You may contact the person to which this Cooperative Arrangement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under title 48 of the C.F.R., part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under Title 48 of the C.F.R., part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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SIGNATURE PAGE FOLLOWS

THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS COOPERATIVE
ARRANGEMENT, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN
THIS COOPERATIVE ARRANGEMENT.

Parties:

McLeod County

COUNTY NAME

SIGNATURE of Person Authorized to Execute
Arrangement on Behalf of County

Date

Printed Name

Title

County Attorney Signature
(REQUIRED ON ALL ARRANGEMENTS)

Date

Printed Name

County Sheriff Signature
(REQUIRED ON ALL ARRANGEMENTS)

Date

Printed Name

Approved By:

Signature of Director, MN Child Support Division
Minnesota Department of Human Services

Date

Jeffrey J. Jorgenson
Printed Name

ATTACHMENT B

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By Gladys M. Kirsch Date: 11/27/17
(Signature of Official Authorized to Sign Application)

Gladys Kirsch

Print Name

Collections & Accounting Supervisor

Title

For: **McLeod**
Name of Provider County

Child Support
Title of County Program

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. cooperative agreement <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year <input type="text" value="2018"/> quarter <input type="text" value=""/> date of last report <input type="text" value=""/>
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier <input type="text" value=""/> if known: Congressional District, if known: <input type="text" value=""/>	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <input type="text" value=""/> <input type="text" value=""/> Congressional District, if known: <input type="text" value=""/>	
6. Federal STATE/Agency: <input type="text" value=""/>	7. Federal Program Name/Description: <input type="text" value=""/> CFDA Number, if applicable: <input type="text" value=""/>	
8. Federal Action Number, if known: <input type="text" value=""/>	9. Award Amount, if known: \$ <input type="text" value=""/>	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <input type="text" value=""/>	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <input type="text" value=""/>	
11. Amount of Payment (check all that apply): \$ <input type="text" value=""/> <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: <input type="text" value=""/>	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature <input type="text" value=""/> value <input type="text" value=""/>		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <input type="text" value=""/>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <input type="text" value=""/> Print Name: <input type="text" value=""/> Title: <input type="text" value=""/> Tele. No.: <input type="text" value=""/> Date: <input type="text" value=""/>	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

0348-0046
(cont.)

Reporting Entity:

Page

1

of

INSTRUCTIONS FOR COMPLETION OF SF-LL**DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participant (subcontractor) must certify the following, as required by the regulations implementing Executive Order 12549.

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

**2018 PURCHASE OF SERVICE CONTRACT
BETWEEN McLEOD COUNTY (SOCIAL SERVICE CENTER)
AND WEST CENTRAL INDUSTRIES, INC., HUTCHINSON**

The McLeod Social Service Center, 1805 Ford Avenue North, Suite 100, Glencoe, Minnesota 55336, hereafter referred to as the "Agency", and West Central Industries, 900 Hwy. 15 S., Hutchinson, Minnesota 55350, hereafter referred to as the "Contractor", enter into this agreement for the period from January 1, 2018, through December 31, 2018.

W I T N E S S E T H

WHEREAS, the Contractor is a private, non-profit corporation organized under the laws of Minnesota; and

WHEREAS, the Agency wishes to purchase eligible Supported Employment Services, eligible Extended Employment Services for individuals from the Contractor, and Placement Services; and

WHEREAS, the Agency has identified persons who are in need of said services, in accordance with applicable Minnesota Rules, and the Agency wishes to purchase these services from the Contractor; and

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

WHEREAS, the Agency and the Contractor, according to Minnesota Rules, understand and agree that this contract serves as a lead county contract for services purchased from financially responsible agencies of other counties;

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

A. DEFINITIONS

437x Employability (CSP)

Services provided to adults with serious and persistent mental illness, which are designed to assess their employability needs, prepare them for employment in the community, or enable them to manage their mental health in the work setting. To meet this definition, these services must be provided as part of the county's community support program as described in the county mental health plan and approved by DHS.

538x Extended Employment – DD

Services operated under the auspices of Minnesota DJT Division of Rehabilitation Services (usually CARF-certified) which provide work-related services such as vocational assessments, paid work, in-house manufacturing and production, on-the-job training and supported employment. (Note: Supported Employment funded through MA and provided by a Rule 38 licensed service should be coded 566x.)

638x Extended Employment – Adult

638x/566x Supported Employment (Waiver)

Programs providing paid work and other services as a step in the rehabilitation process for those who cannot be readily absorbed in the competitive labor market, or during such time as opportunities for them in the competitive labor market do not exist. It includes the following programs:

1. Long-Term Employment - provides paid work on the premises of a rehabilitation facility and training services on or off the premises which do not include work activity.

2. Work Activity – utilizes paid work and training services for the primary purpose of providing basic vocational skills development for persons with a disability and which permits a level of production below that required for a long-term employment program.
3. Supported Employment – provides paid work and service hours in a position removed from a rehabilitation facility site.

B. PURCHASE OF SERVICE(S)

1. The total amount to be paid by the Agency for Extended Employment Services purchased from the Contractor shall not exceed \$60,000.00 for the duration of this contract.
2. Reimbursement for services shall be made on the basis of 100% of the full cost of services to eligible clients as specified in the Service Agreement, but RS/EE funds will help support the service to help cover 100% of the cost of services.
3. The County of Financial Responsibility shall determine the amount of services to be delivered and the total cost of services for each person as stated on the Individual Service Authorization.
4. The parties shall understand and agree that all services provided to eligible recipients under the terms of the Lead County Contract shall be in accordance with the Service Plans for client.
5. The County of Financial Responsibility will not delegate the development of Service Plans to the Contractor and the Contractor shall not accept nor assume responsibility for completing Plans for clients under contract with the Contractor.
6. The Contractor will be responsible for participation in the Team convened by the Case Manager of the County of Financial Responsibility to review the Service Plan and identify priority needs based on long terms goals, if requested.
7. The Contractor shall maintain written client record. The records shall include:
 - a. Emergency procedures to be followed by staff in medically related client situations.
 - b. Copies of the Service Plans and Progress Notes clearly describing the client's progress towards the goals outlined in the Plans.
 - c. A copy of the quarterly report as specified in the ISP to the County of Financial Responsibility delineating client progress on the goals in the Service Plan.
 - d. Necessary release of information forms signed by the client and/or legal guardian.
 - e. Copies of correspondence between Contractor and county of Financial Responsibility.
8. If a county of financial responsibility, other than the Agency, chooses to purchase services from the Contractor, concurrence must be obtained from the Agency according to Minnesota Rules.

9. The Contractor may provide the following services in McLeod County with charges being no more than the following rates:

SERVICES	HCPC MMIS II Code	Service Unit	Rate Effective 1/1/2018 to 12/31/2018
Center Based Employment; Crew/Enclave	N/A	Full Day	13.14#
Center Based Employment; Crew/Enclave	N/A	Partial Day	8.85 ##
Individual Supported Employment Title XX / County Pay	N/A	Monthly	265.75 ###

The daily per diem is billed when a client attends more than four (4) hours daily.

The partial daily per diem is billed when a client attends four (4) hours or less daily.

A majority of a client's work schedule must be non-center based, individual supported employment.

10. The Contractor agrees not to charge any program or service fee for services to eligible clients as County of Financial Responsibility except in accordance with B.9., above.
11. Employment case management services rendered by the Contractor are included in the service rates established in this contract.
12. Funding is not used to:
- Provide incentive payments to employers.
 - Pass through payment to users of supported employment programs.
 - Pay for vocation training that is not directly related to the individuals supported employment program.
 - Provision of supervision, training, and/or adaptations as typically provided at a work setting.
13. The individual is employed in an integrated environment where persons without disabilities also work.
14. Public funds are necessary to provide ongoing training and support services throughout the period of employment.
15. Recipients have the opportunity for social interactions with persons who do not have disabilities and who are not paid caregivers.
16. This contract does not include transportation costs to the work site.
17. Effective January 1, 2004, the Contractor must provide earned income, Medicare and Social Security, and applicable State/Federal Income Tax Withholding for clients they serve upon request by the Agency.

C. DELIVERY OF SERVICES

1. The Contractor agrees to use only qualified personnel to provide any services purchased under the contract. If licensing or certification is a necessary prerequisite for provision of services, the Contractor ensure that personnel and services are properly licensed or certified in accordance with provisions of state law and Minnesota Rules.

2. The Contractor agrees to notify the Agency in writing within ten (10) days whenever the Contractor is unable to, or is going to be unable to, provide the quality or quantity of services to achieve the measurable behavioral objectives as required by this contract. Upon such notification, the Agency and Contractor shall determine whether the contract should be modified or canceled.
3. Nothing in this agreement shall be construed as requiring this Contractor to provide services, or the Agency to continue purchasing services from the Contractor for any eligible person upon cancellation or termination of the contract.
4. The Contractor agrees that the services to be provided under this contract will be available to eligible persons. The Contractor further agrees that, to the best of our understanding, charges for services comply with cost limits established in Minnesota Rules.

D. ELIGIBILITY FOR SERVICES

1. The Agency shall have responsibility for determining the eligibility of any person in need of services in accordance with Minnesota Rules.
2. When the Agency has determined that the client is no longer eligible to receive services or that services are no longer needed or appropriate, the Agency shall notify the Contractor within ten (10) days of the determination. The Agency shall notify the person of proposed termination of services in writing at least ten (10) days prior to the proposed agency action and of the client's right to appeal this proposed agency action.
3. The Contractor will not suspend a person without five (5) days prior notification of the client's case manager. The Contractor shall provide the Agency with a copy of its written procedure for suspending a person. The Contractor will assist the case manager in developing and securing alternative services and assuring a smooth transition to other services.
4. The Contractor agrees to notify the Agency and the person in writing whenever the Contractor proposes to discharge or terminate service(s) to a person.

The notice must be sent at least sixty (60) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s).

** For both #3 and #4 above: The Contractor shall not suspend, discharge or terminate services to a person prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of the person or others.

5. The Contractor shall provide the Agency with a copy of its written procedure for discharging a person or terminating services to a person. The written procedures must include notification to the case manager, person to be discharged, the person's parent or legal representative prior to the termination of service, assistance in developing or securing alternative services and assuring a smooth transition to other services, agreed to by the Contractor and the Agency.
6. The Contractor will only serve clients 16 years or older.

E. SERVICE PLAN:

1. Services provided will be designed to assure that the person(s) attain(s) the goals specified in the person's service plan. The responsible county agency shall prepare a

service plan and provide the Contractor with a copy of the plan. The Contractor shall assist the Agency in developing the service plan as requested by the Agency.

2. All service plans for persons receiving services under this contract are hereby incorporated and made part of this contract.
3. The Contractor agrees to develop procedures for monitoring and evaluating the achievement of goals and objectives identified in the service plan by the person(s) and to submit progress reports at least quarterly or as specified in the ISP of each individual person served to the Agency, the person, and the person's legal guardian or conservator, if any. The Contractor agrees to develop reports that will contain sufficient specificity or enable the Agency to monitor and evaluate the person's achievement of goals and objectives stated in the service plan.
4. The Contractor agrees to participate in all interdisciplinary team meetings related to each person receiving services under this contract, if required.
5. The Contractor agrees to provide the amount(s) and type(s) of services authorized in writing by the county of financial responsibility according to Minnesota Rules. The authorization for services to be provided to each person must be completed by the county of financial responsibility prior to service delivery.

F. CONTRACTOR QUALIFICATIONS AND TRAINING

1. The Contractor is qualified to provide the services in accordance with the provisions of Minnesota Rules.
2. The Contractor agrees to provide or arrange for staff training as required in Minnesota Rules.
3. The Contractor will provide the Agency, upon request:
 - a. An explicit description of the services to be provided;
 - b. An exposition of the staffing including job descriptions and professional qualifications of personnel;
 - c. An organizational chart;
 - d. The minimum and maximum number of program participants;
 - e. Program content.

This information will be maintained by the Agency and which are hereby incorporated by reference.

G. PAYMENT FOR SERVICES

1. Title XX Services / Certification of Expenditures: The Contractor shall, within fifteen (15) working days following the last day of each calendar month, submit a standard invoice for social services purchased to the County of Financial Responsibility's County Social Service Agency. The invoice shall show: (a) total program and administrative expenditures for the month; and (2) an itemized account of each social service(s) provided, number of units and cost per unit, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients.

Payment: The County of Financial Responsibility shall, within 30 days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement-eligible clients identified on the invoice.

H. RECORD DISCLOSURE

1. The Contractor agrees to send the financial, statistical, and social services reports to the Agency on a monthly or quarterly basis as requested.
2. The Agency's procedures for monitoring and evaluating the Contractor's performance under this contract may include, but are not limited to, on-site visits to the Contractor's facility; review of client files; review of Contractor's financial, statistical, and program records; and a review of reports and data supplied by the Contractor at the Agency's request.
3. The Contractor agrees to allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health access to the Contractor's facility and access to records at reasonable hours and notice to exercise their responsibility to monitor purchased services.
4. If the collection of fees is delegated to the Contractor, the Contractor agrees to provide the Agency with information about fees collected and the fee source.
5. The Contractor agrees to make available all records pertaining to the contract at 900 Hwy. 15 S., Hutchinson, MN 55350, for seven (7) years for audit purposes, in accordance with Minnesota Rules, part 9525.1920, subpart 4.
6. The Contractor agrees to comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, SSM X.10000 to X.1400, and the administrative rules of the Department of Human Services, Minnesota Rules, parts 9550.0010 to 9550.0092 (Rule 160).

I. SAFEGUARD OF CLIENT INFORMATION

1. The collection, maintenance and dissemination of data pertaining to eligible persons shall be in accordance with Minnesota Statutes, Chapter 13.
2. The individual employed by the Contractor who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, Subdivision 10, shall be Oliver Krage.
3. The Agency shall ensure that a joint Release of Information document is completed prior to providing private information to the Contractor, in accordance with Minnesota Rules, parts 1205.0100 to 1205.2000.

Neither party to this Agreement shall use or disclose individually identifiable health information concerning an eligible Client except as permitted by the Government Data Practices Act, Laws of Minnesota, Chapter 13; 42 U.S.C. § 290dd-2; and other applicable state and federal law. If required under the Health Information Portability and Accountability Act (HIPAA) Privacy Standards, the Contractor provides assurances to the Agency that it will comply with HIPAA 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 Agency; 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 Agency or Department of Human Services if requested; and, upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

J. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS/NONDISCRIMINATION

1. The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e), including Executive Order No. 11245; and Title VI (42 USC 2000d); and the

Rehabilitation Act of 1973, as amended by Section 504; and all other federal regulations which prohibit discrimination in any program receiving federal financial assistance.

2. The Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073. This section shall not apply if the grant is for less than \$100,000 or the Contractor has employed forty (40) or less full-time employees during the previous twelve (12) months. Contractor also agrees to comply with all other applicable provisions in Minnesota Statutes, Chapter 363.

K. FAIR HEARING AND GRIEVANCE PROCEDURES

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

L. BONDING, INDEMNITY, INSURANCE, AND AUDITS

1. Bonding/Crime Insurance: The Contractor agrees to obtain and maintain for the duration of this agreement a General Fidelity Bond or Crime Insurance Policy which covers monies of the County handled by the service provider, monies and/or securities of clients of the County, an access to monies and/or securities of clients that the service provider staff come into contact with. In addition, McLeod County must be named as an additional insured on the crime policy. A copy of the Certificate of Insurance or bond must be attached to this contract or previously provided. Such policy or bond shall be in the amount of \$50,000.

2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damage, or injuries arising from its performance under this contract if:

- a. By reason of any service persons suffer personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or his assigns; or
- b. By reason of any service a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor, the Contractor's assigns, or employee thereof has undertaken or is furnishing the care and service called for under this contract.

3. Liability and Worker's Compensation Insurance:

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from Contractor's operations under the contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- a. Worker's Compensation including Employers Liability with the following coverages and limits:

Bodily Injury by Accident - \$100,000 each accident
Body Injury by Disease - \$500,000 policy limit
Body Injury by Disease - \$100,000 each employee

- b. Automobile Liability Coverage including Hired Car and Employers Non-Ownership Liability with the following limits of liability:

Combined Bodily Injury and Property Damage - \$1,000,000 each occurrence

- c. Commercial General Liability to include the following coverages and limits of insurance:

Each Occurrence Limit –

(Combined Bodily Injury and Property Damage) - \$1,000,000

General Aggregate Limit –

(Other than products – completed operations) - \$1,000,000

Products – Completed Operations Aggregate Limit - \$1,000,000

Fire Damage Limit - \$50,000 any one fire

Medical Expense Limit - \$5,000 any one person

Professional Liability - \$1,000,000

Coverage afforded shall include:

Premises/Operations
Products/Complete Operations
Contractual Liability including Oral and Written Contracts
Personal and Advertising Injury
Fire Damage
Medical Payments

- d. A Certificate of Insurance naming McLeod County as certificate holder shall be furnished to McLeod County prior to commencement of the project and shall also include the following stipulations:

- Specify McLeod County as additional insured for Automobile, Commercial General Liability or for any other liability policies.
- Provide 30 days notice of cancellation to certificate holder and delete wording “endeavor to” and “but failure to mail such notice shall impose no obligation or liability or any kind upon the company, its agents, or representative” in Certificate of Insurance.

4. Audit: The Contractor agrees that within sixty (60) days following the termination date of this contract or at the end of their standard operating year conduct a general purpose financial statement audit of said contract using a licensed public accounting firm. After completion of the audit, a copy of the audit report and management letter must be filed with the agency.

M. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, Subd. 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. 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 contract, the Contractor 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 department agency; and
 2. Have not within a three-year period preceding this contract: 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 anti-trust 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 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 anti-trust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement 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 contract are in violation of any of the certifications set forth above.
 5. Shall immediately give written notice to the Contracting Officer should Contractor 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 anti-trust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- ❖ "Principals" for the purposes of the certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On-Line Access to Excluded Providers: To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office Of Inspector General (OIG) website at: www.dhhs.gov/progorg/oig/. If you do not have access to the website, and/or need the information in an alternate format, contact the Agency.

N. CONDITIONS OF THE PARTIES' OBLIGATIONS

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the Agency may in its sole discretion terminate this contract.
2. This agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person to the designated agent of the other party.
3. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement. This paragraph does not create an option for renewal of this contract.
4. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing and properly executed by both parties.

5. If the Agency determines that funds are not being administered in accordance with the approved service plan and budget or that services are not being properly provided according to the terms of this contract, the Agency may terminate this contract after notice has been provided to the Contractor's designated agent according to N.2. above.

O. SUBCONTRACTING

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this contract without written approval of the lead county.
2. All subcontracts shall be subject to and shall meet all requirements of this contract.
3. The Contractor shall ensure that any and all subcontracts to provide services under this contract shall contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract.

The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the subcontractor for any appropriate relief in law or equity, including but not limited to, recession, damages, or specific performance, or all or any part of the contract between the County Board and the Contractor.

The subcontractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the subcontractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained in a court of law.

This provision shall not be construed to limit the rights of any party to the contractor or any other third-party beneficiary, nor shall it be construed as a waiver of immunity.

4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance with the subcontract and Minnesota Rules, part 9525.1870, subpart 3, and 9525.1850.

P. NON-COMPLIANCE

1. If the agency, Contractor, or subcontractor fails to comply with the provisions of this contract, any party may seek any available legal remedy.
2. Either party shall notify the other party within thirty (30) days when a party has reasonable grounds to believe that this contract has been, or will be, breached in a material manner.

The party receiving such notification shall have thirty (30) days, or such other reasonable period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

Q. MISCELLANEOUS

The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the contractor 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 contract between the County Board and the Contractor.

The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the contract or any 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.

R. ENTIRE AGREEMENT

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 relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.

BY:	_____	_____
	Chair	Date
	McLeod County Board	

BY:	_____	_____
	Human Service Director	Date
	McLeod Social Service Center	

BY:	_____	_____
	County Administrator	Date
	McLeod County	

BY:	_____	_____
	Executive Director	Date
	West Central Industries, Inc.	

APPROVED AS TO FORM AND EXECUTION

_____	_____
McLeod County Attorney	Date

2018 Cooperative Agreement

PARTIES

The parties to this agreement shall be the McLeod County Social Services Center and the McLeod County Attorney's office. The purpose of this agreement is that the McLeod County Attorney's office will provide to the McLeod County Social Services Center investigative services for welfare fraud investigations.

SERVICES TO BE RENDERED

McLeod County Social Services Center will refer cases to the McLeod County Attorney's Office for investigation regarding possible welfare fraud. The County Attorney's Office will investigate the allegations made by McLeod County Social Services Center, and after the investigation, the Attorney's office will proceed with action they deem appropriate.

PERIOD OF THIS AGREEMENT

The agreement shall commence January 1, 2018 and shall continue through December 31, 2018.

RATE OF COMPENSATION

The McLeod County Attorney's Office agrees to provide fraud investigation services for calendar year 2018 up to a maximum annual amount of \$22,000. The rates shall be as follows:

Attorney work: \$118.00
Investigative work \$ 30.00

RECORD KEEPING

The County Attorney's Office shall maintain and keep sufficient documentation of case actions to substantiate the claimed costs to McLeod County Social Services Center.

CONFIDENTIALITY

The McLeod County Attorney's Office agrees that all materials provided to them regarding investigations of any kind shall remain confidential and shall not be disclosed to any party absent a court order.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon 30 day notice to the other party.

AMENDMENT OR MODIFICATION OF AGREEMENT

This agreement may be amended or modified by written agreement of both parties.

Dated this 7th day of December, 2017

County Attorney
McLeod County

Date

Human Service Director
McLeod County

Date

Chair
McLeod County Board of County Commissioners

Date

County Administrator
McLeod County

Date

AGREEMENT FOR PURCHASE OF FAMILY FINDING SEARCHES

Seneca Family of Agencies, a nonprofit agency and McLeod County (Social Services, 1805 Ford Avenue N., Glencoe, MN 55336 (Customer)), agree that the following terms and conditions apply to the purchase of a subscription to Seneca Family of Agencies annual Family Finding Search Services on behalf of clients served by Customer.

1. CONTRACT PERIOD

This Agreement shall be effective on 01/01/2018 and remain in effect through 12/31/2018 unless terminated as set forth in Section 4 of this Agreement.

2. REQUEST FOR FAMILY FINDING SEARCHES

- A. Customer shall initiate requests for family finding searches through the Seneca Family of Agencies Website and provide information regarding the client for whom family members are being sought.
- B. Customer shall submit search requests through a secure link on the Seneca Family of Agencies website.
- C. Customer shall submit search requests strictly and solely for legitimate child welfare purposes in the course of its duties to serve children and families in accordance with the by-laws of the Customer's organization as well as federal and state law.
- D. Seneca Family of Agencies shall have an experienced search agent conduct a manual search of public records and provide a report that will include: addresses and listed phone numbers for the subject, as well as possible relatives and associates of the subject with their addresses and listed phone numbers, and any neighbors with listed phone numbers for the subject's most recent address. Seneca will also conduct a manual search of one of the major social network sites to find a match for the subject or one of the possible relatives or associates.

3. PRICE AND PAYMENT

- A. Customer shall purchase a one year subscription (minimum of 25 searches annually):
For 50 Family finding search services inclusive of social network searches, as described above, payable in advance, at the rate of \$20.00 per search for standard family finding searches, totaling \$1,000.

All payments shall be submitted with a signed contract to Seneca Family of Agencies, 6925 Chabot Rd, Oakland, CA 94618, attention Amber Nash.

4. EARLY TERMINATION OF CONTRACT

- A. If Customer terminates the contract prior to one year of family finding search services, Customer shall not be entitled to any refund on the yearly payment.
- B. If Seneca Family of Agencies terminates the contract prior to one year of family finding search services, Seneca Family of Agencies shall reimburse Customer for any unused searches.
- C. At the end of the yearly contract, any unused searches will be lost, however they may be transferred over to a new contract at the sole discretion of Seneca Family of Agencies.
- D. If all searches are used before the end of the contract, Customer has the option of purchasing additional searches at the regular rate of \$30 per search or initiating a new yearly contract.

5. CONFIDENTIALITY

- A. Seneca Family of Agencies and its employees shall at all times strictly comply with the Standards for Privacy of Individually Identifiable Health Information published by the Secretary of the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

CUSTOMER

SENECA FAMILY OF AGENCIES

Human Service Director

**Katherine West, Chief Operating
Officer
2275 Arlington Drive
San Leandro, California 94578**

**Chair, McLeod County Board
of County Commissioners**

McLeod County Administrator

McLeod County Attorney

Contractor:	Aveyron Homes, Inc.	File Number: M-44
Covered Services:	Semi-Independent Living Services	
Funding Sources:	SILS Grant, County Funds	

PURCHASE OF SERVICE AGREEMENT

BETWEEN MCLEOD COUNTY AND AVEYRON HOMES, INC.

McLeod County Social Services, 1805 Ford Avenue North, Suite 100, Glencoe, Minnesota 55336, hereafter referred to as the "Agency" and Aveyron Homes, Inc., 222 5th Avenue NW, Hutchinson, Minnesota 55350, hereafter referred to as the "Contractor", enter into this agreement for the period of January 1, 2018 – December 31, 2018.

W I T N E S S E T H

WHEREAS, the Contractor is a private, Not for Profit Corporation, organized under the laws of Minnesota;

WHEREAS, the Agency wishes to purchase Semi-Independent Living Services for eligible individuals from the Contractor, and

WHEREAS, the Agency has identified persons who are in need of said services, in accordance with applicable Minnesota Rules, and the Agency wishes to purchase these services from the Contractor, and

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

WHEREAS, the Agency and the Contractor, according to Minnesota Rules, understand and agree that this contract serves as a lead county contract for services purchased from financially responsible agencies of other counties for services provided in McLeod County.

WHEREAS, the Agency, pursuant to Minnesota Statutes, Section 373.01, 373.02, is authorized to enter into a contract to purchase such program services from the Contractor; and

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

A. CONTRACTOR REQUIREMENTS AND DUTIES

1. The Contractor shall provide services at the following location(s):

Services will be provided in the consumer's residence.

2. The Contractor shall be licensed and meet the qualifications in MN Statute 245D and must comply with Minnesota Statute 245.825, subdivision 1, Use of Aversive and Deprivation Procedures.

3. The Contractor shall use only qualified staff and is responsible for recruitment and screening of potential staff.

4. Services to Be Provided: Semi-Independent Living Services (SILS)

Semi-Independent Living Services are needed by an adult with mental retardation or related condition(s) to successfully live in the community. The goal of SILS is to support people in ways that will enable them to achieve personally desired outcomes and lead self-directed lives.

SILS include training and assistance to:

- Engage in activities that make it possible for an adult with mental retardation or related condition(s) to live in the community
- Exercise social, recreation and transportation skills, including appropriate social behavior
- Learn and exercise the rights and responsibilities of community living
- Maintain personal appearance and hygiene
- Manage money, prepare meals and shop
- Obtain and maintain a home
- Perform first aid and obtain assistance in an emergency
- Self-administer medication
- Use the phone and other utilities

5. The Contractor shall meet minimum provider standards as defined in applicable MN Statute, Rule, and any additional requirements of the Agency, including the following:

All Licensed providers must comply with MN Statute 245D.

All providers of SILS must comply with Minnesota Statute 245.825, subdivision 1, Use of Aversive and Deprivation Procedures.

6. The Contractor agrees to provide documentation to the Agency to verify its qualifications to provide services as outlined within this contract. This verification, at a minimum, includes the following:
 - a) Copies of current applicable licenses, certifications, and/or registrations
 - b) An explicit description of the services to be provided
 - c) An exposition of the staffing, including job descriptions and professional qualifications of personnel and a staffing schedule
 - d) An organization chart
 - e) Personnel policies which outline requirements of personnel as stipulated by this contract, licensing regulations, MN Statute, or MN Rule
 - f) The number of program participants
 - g) An Emergency Response Plan
7. The Contractor must develop and enforce policies and procedures which are compliant with all applicable MN Statutes and Rules that address reporting of vulnerable adult abuse or neglect, transportation of clients, emergency action and reporting, and postmortem care.

8. The Contractor agrees to take part in Person Centered Planning training endorsed by the Agency.
9. The Contractor shall maintain comprehensive records of all services provided to each Agency client, including any changes in the client's condition and needs. Each case notation/entry must be signed and dated by the staff whenever services are provided for the Agency. Written documentation will be available or submitted to the Agency as requested. Significant changes in the client's condition shall be reported directly to the Agency case manager within twenty-four (24) Agency working hours.
10. The Contractor agrees to develop, review annually, and assure staff is prepared to implement an emergency response plan. This plan must include a contingency plan for emergencies when the lack of immediate care would pose a serious threat to the health and safety of consumers. As appropriate, plans must be customized specifically for each site where consumers are served.
11. The Contractor shall notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate services to a client. The notice must be sent at least thirty (30) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of services. The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or staff.
12. The Contractor agrees to notify the Agency in writing within ten (10) days whenever the Contractor is unable to, or is going to be unable to, provide the quality or quantity of services to achieve the measurable behavioral objectives as required by this contract. Upon such notification, the Agency and Contractor shall determine whether the contract should be modified or canceled.
13. Nothing in this agreement shall be construed as requiring the Contractor to provide services, or the Agency to continue purchasing services from the Contractor, for any eligible person upon cancellation or termination of this contract.

B. REQUIREMENTS, STANDARDS, LICENSES

The Contractor agrees to comply with all federal, state, county, and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs, and staff for which the Contractor is responsible during the term of this agreement. Failure to comply with the requirements, standards, and licenses may be cause for cancellation of this agreement.

C. ELIGIBILITY FOR SERVICES

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established in accordance with Minnesota Statutes and Rules for each program or service.

The parties understand and agree that the Agency shall determine preliminary and final client eligibility.

1. The Agency shall determine preliminary and final client eligibility.

2. The Agency shall telephone the Contractor to request the implementation of contracted services. Telephone contacts will be followed by a service agreement or other written acknowledgement of authorized units and service rates. The agency will authorize services either 1) on the MMIS II system and the Department of Human Services will issue to the Contractor a service agreement letter authorizing the number of units of service and the rate or 2) by providing the Community Support Plan to PrimeWest and written acknowledgement of authorized services to the Contractor.
3. The Contractor will provide contracted services to clients in accordance with the Agency's service agreement and authorized services. The Contractor is responsible for providing contracted services per the needed and authorized timeframe and/or schedule regardless of geographic availability of staff.
4. The Contractor shall not charge any program or service fee to social service eligible clients;
5. When the Agency has determined that the client is no longer eligible to receive Purchased Services or that services are no longer needed or appropriate, the Agency shall notify the Contractor within five (5) days of the determination. The Agency shall notify the client of proposed termination of services in writing at least ten (10) days prior to the proposed agency action and of the client's right to appeal this proposed agency action.
6. The Contractor shall notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 60 days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s). The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
7. The Contractor agrees to establish written procedures for discharging a person or terminating services to a person. The written procedures shall include notification of the case manager, person to be discharged, the person's parent or legal representative prior to the termination of services, assistance in developing or securing alternative services and assuring a smooth transition to other services, the review and approval of the proposed action by the interdisciplinary team, and other procedures agreed to by the Contractor and Agency.

D. INDIVIDUALIZED PLANS

1. Services provided will be designated to assure that each consumer attains the goals specified in that person's individualized service plan. The responsible county agency shall prepare a service plan and provide the Contractor with a copy of the plan no later than 30 days after services have commenced. The Contractor shall assist the Agency in developing the service plan as requested by the Agency; however, the Agency shall not delegate the development of Individual Service Plans (ISPs) or Community Support Plans (CSPs) to the Contractor.
2. All service plans for persons receiving services under this contract are hereby incorporated and made part of this contract.
3. The Contractor shall implement an individualized program plan specific to services the Contractor will deliver to each consumer and agrees to develop procedures for monitoring and evaluating the achievement of goals and objectives identified in the service plan by the consumer and to submit progress reports as specified by the County Case Manager of each individual

person serviced to the Agency, the person, and the person's legal guardian or conservator, if any. The Contractor agrees to develop reports that will contain sufficient specificity or enable the Agency to monitor and evaluate the person's achievement of goals and objective stated in the service plan.

4. The Contractor agrees to participate in all interdisciplinary team meetings related to each person receiving services under this contract, if required.
5. The Contractor agrees to provide the amount(s) and type(s) of services authorized in writing by the county of financial responsibility according to Minnesota Rules. The authorization for services to be provided to each person must be completed by the county of financial responsibility prior to service delivery.
6. The Contractor agrees to have a plan in place for backup assistance for each consumer when providers aren't available and lack of immediate care would pose a serious threat to health and welfare. The Contractor shall provide this plan to the consumer's county case manager.

E. COST AND DELIVERY OF PURCHASED SERVICES

1. Services shall be reimbursed in accordance with the following negotiated rates:

Service	Unit Type	Rate
Semi-Independent Living Services	15 Min	\$9.22

2. If there are cost of living increases in the rates for McLeod County approved by the state, the Contractor agrees to pass on these increases to employees in the form of wages and benefits.
3. This Contractor certifies that the contracted services to be provided under this Agreement are available without cost to eligible clients. The Contractor further certifies that payment claimed for contracted services will be in accordance with rates of payment which do not exceed amount reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private-pay or third-party pay service clients.
4. Funding of the service is dependent upon government appropriations for those waived services.

F. PAYMENT FOR PURCHASED SERVICES

1. Certification of Expenditures: The Contractor shall, within fifteen working days following the last day of each calendar month, submit a standard invoice or voucher provided by the County Social Service Agency for social services purchased to the financially responsible County Social Service Agency. The invoice shall show: (1) total program and administrative expenditures for the month; and (2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units and cost per unit, including administrative costs allocated to the provision of purchased services to be reimbursed for eligible clients.
2. Payment: The Agency shall, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement-eligible clients identified on the invoice.

3. The Contractor agrees that the services to be provided under this contract will be available to eligible persons. The Contractor further agrees that charges for services comply with the cost limits established in Minnesota Rules, Part 9525.1910.
4. If reviews by the Contractor or Agency of the Contractor's expense reports show that an amount is being paid which is higher than necessary to meet the service need of a client(s), the parties agree to renegotiate the Agreement to establish a necessary amount pursuant to Minnesota Statutes, Section 256B.092, Subdivision 3, and Minnesota Rules, Part 9525.0015 to 9525.0165 (Rule 185).
5. If the reviews by the Contractor or Agency of the Contractor's expense reports show that an amount is being paid that is inadequate to meet the service need of a client(s), the parties agree to renegotiate this Agreement to establish an amount to meet individual client needs pursuant to Minnesota Statutes, Section 256B.092, Subdivision 3, and Minnesota Rules, Part 9525.0015 to 9525.0165 (Rule 185).
6. Review of expense reports by each party shall be at least after the third and sixth contract month to determine conditions applicable to A.7 and A.8. Reviews shall include reports based on the individualized per diem and client specific costs developed pursuant to Minnesota Rules, Part 9525.0015 to 9525.0165 (Rule 185).
7. It is understood and agreed by Agency and Contractor that modification of this contract in order to increase or decrease the rates of reimbursement to Contractor shall normally be permitted only in those circumstances where cost changes are the result of changes in client service needs, or the result of change outside of the control of the Contractor, such as changes in real estate taxes or automobile insurance premiums, or changes in regulatory requirements for the operation of SLS programs. Reimbursement rate adjustments shall not be made for changes in Contractor's administrative overhead costs.

G. AUDIT AND RECORD DISCLOSURE

The Contractor shall:

1. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
2. If the collection of social services fees is delegated to the Contractor, the Contractor shall provide the Agency with information about fees collected and the fee source.
3. Maintain all records pertaining to the contract at 222 5th Avenue NW, Hutchinson, MN 55350 for four (4) years for audit purposes.
4. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual and the administrative rules of the State Agency.
5. Audit: The Contractor agrees that within 120 days of the close of its fiscal year, an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Single Audit Act of 1984, P.L. 98-502, and Office of Management and Budget, Circular No. A-128. After completion of the audit, a copy of the audit report must be filed with the Agency.

H. INDEMNITY, INSURANCE, AND BONDING

1. Hold Harmless and Indemnification Agreement:

The Contractor agrees to defend, indemnify, and hold McLeod County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses rising out of any act or omission on the part of the vendor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the subcontractors, partners, or independent contractors or any of their agents or employees under this agreement.

2. Liability and Worker's Compensation Insurance:

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from Contractors' operations under the contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

a) **Automobile Liability Coverage**

The Minimum Limits of Liability should be:

- Combined Single Limit of \$1,500,000 per occurrence

The Auto coverage should include the following:

- Any Auto, Hired and Non-Owned
- The County should be listed as an Additional Insured

NOTE: Auto coverage will be waived only when Contractor's work clearly does not involve the use of an automobile.

b) **Commercial General Liability**

The Minimum Limits of Liability should be:

- \$3,000,000 General Aggregate
- \$3,000,000 Products and Completed Operations Aggregate
- \$1,500,000 Personal Injury & Advertising Injury
- \$1,500,000 Each Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

McLeod County should be listed as an Additional Insured. The policy should be written on an Occurrence basis, not a Claims-Made basis.

c) The Contractor shall provide or require **Professional Liability** insurance for employees, subcontractors, or agents who perform professional or semi-professional services, including, but not limited to individuals who perform nursing services. The Minimum Limits of Liability shall be:

- \$4,000,000 Aggregate
- \$2,000,000 per Wrongful Act or Occurrence

McLeod County shall be listed as an Additional Insured, if at all possible.

d) An **Umbrella Liability** policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements for each coverage.

McLeod County shall be listed as an Additional Insured.

e) **Worker's Compensation** and Employer's Liability. Contractors who employ or subcontract with individuals shall assure the following coverages:

- Bodily Injury by Accident - \$500,000 each accident
- Bodily Injury by Disease - \$500,000 each employee
- Bodily Injury by Disease - \$500,000 policy limit

f) A **Certificate of Insurance** naming McLeod County as certificate holder shall be furnished to McLeod County prior to commencement of the project and shall also include the following stipulations:

- As evidence of required coverage, the Contractor shall furnish an original Certificate of Insurance to McLeod County before work commences.
- The Certificate should be signed by a person authorized by the insurer to bind coverage.
- The Certificate shall include a minimum 60-day written notice of intent to cancel, suspend or reduce coverage.
- The Certificate shall identify McLeod County as an Additional Insured for relevant coverage, except worker's compensation.
- Insurance should be placed with insurers with a current A.M. Best rating of no less than A:VII.

3. Bonding/Crime Insurance:

The Contractor agrees to obtain and maintain for the duration of this agreement a General Fidelity Bond or Crime Insurance Policy which covers monies of the County handled by the service provider, monies, and/or securities of clients of the County, and access to monies and/or securities of clients that the service provider staff come into contact with. In addition, McLeod County must be named as an additional insured on the crime policy. A copy of the Certificate of Insurance or bond must be submitted to McLeod County with this contract or previously provided. Such policy or bond shall be in the amount of \$25,000.

I. SAFEGUARD OF CLIENT INFORMATION

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder, is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.

Neither party to this Agreement shall use or disclose individually identifiable health information concerning an eligible Client except as permitted by the Government Data Practices Act, Laws of Minnesota, Chapter 13; 42 U.S.C. § 290dd-2; and other applicable state and federal law. If required under the Health Information Portability and Accountability Act (HIPAA) Privacy Standards, the Contractor provides assurances to the Agency that it will comply with HIPAA 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 Agency; 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 Agency or Department of Human Services if requested; and, upon termination, return or destroy all IIHI in accordance with conventional record destruction practices. The individual responsible for compliance with the Government Data Practices Act is Kathleen Kalenberg.

J. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS/NONDISCRIMINATION

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e), including Executive Order No. 11246; and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504.

The Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000 and the Contractor has employed twenty (20) or less full-time employees during the previous twelve (12) months.

K. FAIR HEARING AND GRIEVANCE PROCEDURES

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

L. CONDITIONS OF THE PARTIES' OBLIGATIONS

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
2. This agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.

3. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
4. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
5. No claim for services furnished by the Contractor not specifically provided in the Agreement will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
6. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

M. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, Subd. 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. 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 contract, the Contractor certifies that it and its principals¹ 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 department or agency; and
2. Have not within a three-year period preceding this contract: 1) 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; 2) violated any federal or state anti-trust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state anti-trust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property; and

¹ "Principals" for the purposes of the certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
5. Shall immediately give written notice to the Contracting Officer should Contractor 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 anti-trust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

N. SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor. It is acknowledged by both parties that the Contractor subcontracts for program services in traditional foster care homes.

O. MISCELLANEOUS

Entire Agreement: 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 relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social service agency relating to the subject matter hereof.

The parties further understand and agree that this Contract shall be automatically extended for an additional period up to 90 days from the end date of this Contract in the event a new contract between the parties is desired, but not entered into, prior to the expiration date contained in this Contract. The purpose of this extension is to insure the existence of an uninterrupted contract in the event that a new contract is desired but is unable to be signed by the parties prior to the expiration date of this Contract. In the event that this Contract is extended pursuant to this clause, any change in fees contained in the subsequent contract may be made retroactive to the expiration date of this Contract, by mutual agreement of the parties.

Contractor:	Aveyron Homes, Inc.	File Number: M-44
Covered Services:	Semi-Independent Living Services	
Funding Sources:	SILS Grant, County Funds	

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

The Provider, having signed this contract, and the McLeod County Board of Commissioners having duly approved this Contract on December 7, 2017, and pursuant to such approval and the proper County officials having signed this Contract, the parties hereto agree to be bound by the provisions herein set forth. Minnesota Statutes 256.0112.

COUNTY OF MCLEOD
STATE OF MINNESOTA

APPROVED AS TO LEGALITY AND FORM:

BY: _____
McLeod County Attorney

DATE:: _____

BY: _____
McLeod County Administrator

DATE:: _____

BY: _____
Director, McLeod County Social Services

DATE:: _____

BY: _____
Chair of the McLeod County Board of Commissioners

DATE:: _____

BY: _____
Executive Director, Aveyron Homes, Inc.

DATE:: _____

BY: _____
Board President, Aveyron Homes, Inc.

DATE:: _____

Contractor:	REM South Central Services, Inc.	File Number: M-22
Covered Services:	Semi-Independent Living Services	
Funding Sources:	SILS Grant, County Funds	

PURCHASE OF SERVICE AGREEMENT

BETWEEN MCLEOD COUNTY AND REM SOUTH CENTRAL SERVICES, INC.

McLeod County Social Services, 1805 Ford Avenue North, Suite 100, Glencoe, Minnesota 55336, hereafter referred to as the "Agency" and REM South Central Services, Inc., 6600 France Avenue S., Suite 500, Edina, MN 55435, hereafter referred to as the "Contractor", enter into this agreement for the period of January 1, 2018 – December 31, 2018.

W I T N E S S E T H

WHEREAS, the Contractor is a private, Corporate for Profit organized under the laws of Minnesota;

WHEREAS, the Agency wishes to purchase Semi-Independent Living Services for eligible individuals from the Contractor, and

WHEREAS, the Agency has identified persons who are in need of said services, in accordance with applicable Minnesota Rules, and the Agency wishes to purchase these services from the Contractor, and

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

WHEREAS, the Agency and the Contractor, according to Minnesota Rules, understand and agree that this contract serves as a lead county contract for services purchased from financially responsible agencies of other counties for services provided in McLeod County.

WHEREAS, the Agency, pursuant to Minnesota Statutes, Section 373.01, 373.02, is authorized to enter into a contract to purchase such program services from the Contractor; and

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

A. CONTRACTOR REQUIREMENTS AND DUTIES

1. The Contractor shall provide services at the following location(s):

Services will be provided in the consumer's residence.
2. The Contractor shall be licensed and meet the qualifications in MN Statute 245D and must comply with Minnesota Statute 245.825, subdivision 1, Use of Aversive and Deprivation Procedures.
3. The Contractor shall use only qualified staff and is responsible for recruitment and screening of potential staff.

4. Services to Be Provided: Semi-Independent Living Services (SILS)

Semi-Independent Living Services are needed by an adult with mental retardation or related condition(s) to successfully live in the community. The goal of SILS is to support people in ways that will enable them to achieve personally desired outcomes and lead self-directed lives.

SILS include training and assistance to:

- Engage in activities that make it possible for an adult with mental retardation or related condition(s) to live in the community
- Exercise social, recreation and transportation skills, including appropriate social behavior
- Learn and exercise the rights and responsibilities of community living
- Maintain personal appearance and hygiene
- Manage money, prepare meals and shop
- Obtain and maintain a home
- Perform first aid and obtain assistance in an emergency
- Self-administer medication
- Use the phone and other utilities

5. The Contractor shall meet minimum provider standards as defined in applicable MN Statute, Rule, and any additional requirements of the Agency, including the following:

All Licensed providers must comply with MN Statute 245D.

All providers of SILS must comply with Minnesota Statute 245.825, subdivision 1, Use of Aversive and Deprivation Procedures.

6. The Contractor agrees to provide documentation to the Agency to verify its qualifications to provide services as outlined within this contract. This verification, at a minimum, includes the following:

- a) Copies of current applicable licenses, certifications, and/or registrations
- b) An explicit description of the services to be provided
- c) An exposition of the staffing, including job descriptions and professional qualifications of personnel and a staffing schedule
- d) An organization chart
- e) Personnel policies which outline requirements of personnel as stipulated by this contract, licensing regulations, MN Statute, or MN Rule
- f) The number of program participants
- g) An Emergency Response Plan

7. The Contractor must develop and enforce policies and procedures which are compliant with all applicable MN Statutes and Rules that address reporting of vulnerable adult abuse or neglect, transportation of clients, emergency action and reporting, and postmortem care.

8. The Contractor agrees to take part in Person Centered Planning training endorsed by the Agency.

9. The Contractor shall maintain comprehensive records of all services provided to each Agency client, including any changes in the client's condition and needs. Each case notation/entry must be signed and dated by the staff whenever services are provided for the Agency. Written documentation will be available or submitted to the Agency as requested. Significant changes in the client's condition shall be reported directly to the Agency case manager within twenty-four (24) Agency working hours.
10. The Contractor agrees to develop, review annually, and assure staff is prepared to implement an emergency response plan. This plan must include a contingency plan for emergencies when the lack of immediate care would pose a serious threat to the health and safety of consumers. As appropriate, plans must be customized specifically for each site where consumers are served.
11. The Contractor shall notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate services to a client. The notice must be sent at least thirty (30) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of services. The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or staff.
12. The Contractor agrees to notify the Agency in writing within ten (10) days whenever the Contractor is unable to, or is going to be unable to, provide the quality or quantity of services to achieve the measurable behavioral objectives as required by this contract. Upon such notification, the Agency and Contractor shall determine whether the contract should be modified or canceled.
13. Nothing in this agreement shall be construed as requiring the Contractor to provide services, or the Agency to continue purchasing services from the Contractor, for any eligible person upon cancellation or termination of this contract.

B. REQUIREMENTS, STANDARDS, LICENSES

The Contractor agrees to comply with all federal, state, county, and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs, and staff for which the Contractor is responsible during the term of this agreement. Failure to comply with the requirements, standards, and licenses may be cause for cancellation of this agreement.

C. ELIGIBILITY FOR SERVICES

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established in accordance with Minnesota Statutes and Rules for each program or service.

The parties understand and agree that the Agency shall determine preliminary and final client eligibility.

1. The Agency shall determine preliminary and final client eligibility.
2. The Agency shall telephone the Contractor to request the implementation of contracted services. Telephone contacts will be followed by a service agreement or other written acknowledgement of authorized units and service rates. The agency will authorize services either 1) on the MMIS II system and the Department of Human Services will issue to the Contractor a service agreement letter authorizing the number of units of service and the rate or 2) by providing the Community Support Plan to PrimeWest and written acknowledgement of authorized services to the Contractor.
3. The Contractor will provide contracted services to clients in accordance with the Agency's service agreement and authorized services. The Contractor is responsible for providing contracted services per the needed and authorized timeframe and/or schedule regardless of geographic availability of staff.
4. The Contractor shall not charge any program or service fee to social service eligible clients;
5. When the Agency has determined that the client is no longer eligible to receive Purchased Services or that services are no longer needed or appropriate, the Agency shall notify the Contractor within five (5) days of the determination. The Agency shall notify the client of proposed termination of services in writing at least ten (10) days prior to the proposed agency action and of the client's right to appeal this proposed agency action.
6. The Contractor shall notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 60 days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s). The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
7. The Contractor agrees to establish written procedures for discharging a person or terminating services to a person. The written procedures shall include notification of the case manager, person to be discharged, the person's parent or legal representative prior to the termination of services, assistance in developing or securing alternative services and assuring a smooth transition to other services, the review and approval of the proposed action by the interdisciplinary team, and other procedures agreed to by the Contractor and Agency.

D. INDIVIDUALIZED PLANS

1. Services provided will be designated to assure that each consumer attains the goals specified in that person's individualized service plan. The responsible county agency shall prepare a service plan and provide the Contractor with a copy of the plan no later than 30 days after services have commenced. The Contractor shall assist the Agency in developing the service plan as requested by the Agency; however, the Agency shall not

delegate the development of Individual Service Plans (ISPs) or Community Support Plans (CSPs) to the Contractor.

2. All service plans for persons receiving services under this contract are hereby incorporated and made part of this contract.
3. The Contractor shall implement an individualized program plan specific to services the Contractor will deliver to each consumer and agrees to develop procedures for monitoring and evaluating the achievement of goals and objectives identified in the service plan by the consumer and to submit progress reports as specified by the County Case Manager of each individual person serviced to the Agency, the person, and the person's legal guardian or conservator, if any. The Contractor agrees to develop reports that will contain sufficient specificity or enable the Agency to monitor and evaluate the person's achievement of goals and objective stated in the service plan.
4. The Contractor agrees to participate in all interdisciplinary team meetings related to each person receiving services under this contract, if required.
5. The Contractor agrees to provide the amount(s) and type(s) of services authorized in writing by the county of financial responsibility according to Minnesota Rules. The authorization for services to be provided to each person must be completed by the county of financial responsibility prior to service delivery.
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1. Services shall be reimbursed in accordance with the following negotiated rates:

Services	Unit Type	Rate
Semi-Independent Living Services	15 Min.	\$9.22

2. If there are cost of living increases in the rates for McLeod County approved by the state, the Contractor agrees to pass on these increases to employees in the form of wages and benefits.
3. This Contractor certifies that the contracted services to be provided under this Agreement are available without cost to eligible clients. The Contractor further certifies that payment claimed for contracted services will be in accordance with rates of payment which do not exceed amount reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private-pay or third-party pay service clients.

4. Funding of the service is dependent upon government appropriations for those waived services.

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2. Payment: The Agency shall, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement-eligible clients identified on the invoice.
3. The Contractor agrees that the services to be provided under this contract will be available to eligible persons. The Contractor further agrees that charges for services comply with the cost limits established in Minnesota Rules, Part 9525.1910.
4. If reviews by the Contractor or Agency of the Contractor's expense reports show that an amount is being paid which is higher than necessary to meet the service need of a client(s), the parties agree to renegotiate the Agreement to establish a necessary amount pursuant to Minnesota Statutes, Section 256B.092, Subdivision 3, and Minnesota Rules, Part 9525.0015 to 9525.0165 (Rule 185).
5. If the reviews by the Contractor or Agency of the Contractor's expense reports show that an amount is being paid that is inadequate to meet the service need of a client(s), the parties agree to renegotiate this Agreement to establish an amount to meet individual client needs pursuant to Minnesota Statutes, Section 256B.092, Subdivision 3, and Minnesota Rules, Part 9525.0015 to 9525.0165 (Rule 185).
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7. It is understood and agreed by Agency and Contractor that modification of this contract in order to increase or decrease the rates of reimbursement to Contractor shall normally be permitted only in those circumstances where cost changes are the result of changes in client service needs, or the result of change outside of the control of the Contractor, such as changes in real estate taxes or automobile insurance premiums, or changes in regulatory requirements for the operation of SLS programs. Reimbursement rate adjustments shall not be made for changes in Contractor's administrative overhead costs.

G. AUDIT AND RECORD DISCLOSURE

The Contractor shall:

1. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
2. If the collection of social services fees is delegated to the Contractor, the Contractor shall provide the Agency with information about fees collected and the fee source.
3. Maintain all records pertaining to the contract at 6600 France Ave S., Suite 500, Edina, MN 55435 for four (4) years for audit purposes.
4. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual and the administrative rules of the State Agency.
5. Audit: The Contractor agrees that within 120 days of the close of its fiscal year, an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Single Audit Act of 1984, P.L. 98-502, and Office of Management and Budget, Circular No. A-128. After completion of the audit, a copy of the audit report must be filed with the Agency.

H. INDEMNITY, INSURANCE, AND BONDING

1. Hold Harmless and Indemnification Agreement:

The Contractor agrees to defend, indemnify, and hold McLeod County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses rising out of any act or omission on the part of the vendor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the subcontractors, partners, or independent contractors or any of their agents or employees under this agreement.

2. Liability and Worker's Compensation Insurance:

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from Contractors' operations under the contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- a) **Automobile Liability Coverage** including Hired Car and Employees Non Ownership Liability with the following minimum limit:

- Combined Single Limit of \$1,500,000 per occurrence

McLeod County should be listed as an Additional Insured.

b) **Commercial General Liability** to include the following coverages and Minimum Limits of Liability:

- \$3,000,000 General Aggregate
- \$3,000,000 Products and Completed Operations Aggregate
- \$1,500,000 Personal Injury & Advertising Injury
- \$1,500,000 Each Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

McLeod County should be listed as an Additional Insured. The policy should be written on an Occurrence basis, not a Claims-Made basis.

c) The Contractor shall provide or require **Professional Liability** insurance for employees, subcontractors, or agents who perform professional or semi-professional services, including, but not limited to individuals who perform nursing services. The Minimum Limits of Liability shall be:

- \$4,000,000 Aggregate
- \$2,000,000 per Wrongful Act or Occurrence

McLeod County shall be listed as an Additional Insured, if at all possible.

d) An **Umbrella Liability** policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements for each coverage.

McLeod County shall be listed as an Additional Insured.

e) **Worker's Compensation** and Employer's Liability. Contractors who employ or subcontract with individuals shall assure the following coverages:

- Bodily Injury by Accident - \$500,000 each accident
- Bodily Injury by Disease - \$500,000 each employee
- Bodily Injury by Disease - \$500,000 policy limit

f) A **Certificate of Insurance** naming McLeod County as certificate holder shall be furnished to McLeod County prior to commencement of the project and shall also include the following stipulations:

- As evidence of required coverage, the Contractor shall furnish an original Certificate of Insurance to McLeod County before work commences.

- The Certificate should be signed by a person authorized by the insurer to bind coverage.
- The Certificate shall include a minimum 60-day written notice of intent to cancel, suspend or reduce coverage.
- The Certificate shall identify McLeod County as an Additional Insured for relevant coverage, except worker's compensation.
- Insurance should be placed with insurers with a current A.M. Best rating of no less than A:VII.

3. Bonding/Crime Insurance:

The Contractor agrees to obtain and maintain for the duration of this agreement a General Fidelity Bond or Crime Insurance Policy which covers monies of the County handled by the service provider, monies, and/or securities of clients of the County, and access to monies and/or securities of clients that the service provider staff come into contact with. In addition, McLeod County must be named as an additional insured on the crime policy. A copy of the Certificate of Insurance or bond must be submitted to McLeod County with this contract or previously provided. Such policy or bond shall be in the amount of \$25,000.

I. SAFEGUARD OF CLIENT INFORMATION

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder, is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.

Neither party to this Agreement shall use or disclose individually identifiable health information concerning an eligible Client except as permitted by the Government Data Practices Act, Laws of Minnesota, Chapter 13; 42 U.S.C. § 290dd-2; and other applicable state and federal law. If required under the Health Information Portability and Accountability Act (HIPAA) Privacy Standards, the Contractor provides assurances to the Agency that it will comply with HIPAA 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 Agency; 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 Agency or Department of Human Services if requested; and, upon termination, return or destroy all IIHI in accordance with conventional record destruction practices. The individual responsible for compliance with the Government Data Practices Act is Mary Rodenberg-Roberts.

J. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS/NONDISCRIMINATION

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e), including Executive Order No. 11246; and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504.

The Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000 and the Contractor has employed twenty (20) or less full-time employees during the previous twelve (12) months.

K. FAIR HEARING AND GRIEVANCE PROCEDURES

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

L. CONDITIONS OF THE PARTIES' OBLIGATIONS

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
2. This agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
4. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
5. No claim for services furnished by the Contractor not specifically provided in the Agreement will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
6. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

M. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, Subd. 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. 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 contract, the Contractor certifies that it and its principals¹ 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 department or agency; and
2. Have not within a three-year period preceding this contract: 1) 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; 2) violated any federal or state anti-trust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state anti-trust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement 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 contract are in violation of any of the certifications set forth above.
5. Shall immediately give written notice to the Contracting Officer should Contractor 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 anti-trust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

¹ "Principals" for the purposes of the certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

N. SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor. It is acknowledged by both parties that the Contractor subcontracts for program services in traditional foster care homes.

O. MISCELLANEOUS

Entire Agreement: 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 relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social service agency relating to the subject matter hereof.

The parties further understand and agree that this Contract shall be automatically extended for an additional period up to 90 days from the end date of this Contract in the event a new contract between the parties is desired, but not entered into, prior to the expiration date contained in this Contract. The purpose of this extension is to insure the existence of an uninterrupted contract in the event that a new contract is desired but is unable to be signed by the parties prior to the expiration date of this Contract. In the event that this Contract is extended pursuant to this clause, any change in fees contained in the subsequent contract may be made retroactive to the expiration date of this Contract, by mutual agreement of the parties.

Contractor:	REM South Central Services, Inc.	File Number: M-22
Covered Services:	Semi-Independent Living Services	
Funding Sources:	SILS Grant, County Funds	

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

The Provider, having signed this contract, and the McLeod County Board of Commissioners having duly approved this Contract on December 7, 2017, and pursuant to such approval and the proper County officials having signed this Contract, the parties hereto agree to be bound by the provisions herein set forth. Minnesota Statutes 256.0112.

COUNTY OF MCLEOD
STATE OF MINNESOTA

APPROVED AS TO LEGALITY AND FORM:

BY: _____
McLeod County Attorney

DATED: _____

BY: _____
McLeod County Administrator

DATED: _____

BY: _____
Director, McLeod County Social Service Center

DATED: _____

BY: _____
Chair of the McLeod County Board of Commissioners

DATED: _____

BY: _____
Executive Director
REM South Central Services, Inc.

DATED: _____

Contractor:	Diversified Lifestyles II, Inc.	File Number: M-26
Covered Services:	Semi-Independent Living Services	
Funding Sources:	SILS Grant, County Funds	

PURCHASE OF SERVICE AGREEMENT

BETWEEN MCLEOD COUNTY AND DIVERSIFIED LIFESTYLES II, INC.

McLeod County Social Services, 1805 Ford Avenue North, Suite 100, Glencoe, Minnesota 55336, hereafter referred to as the "Agency" and Diversified Lifestyles II, Inc., P.O. Box 487, Spicer, Minnesota 56288, hereafter referred to as the "Contractor", enter into this agreement for the period of January 1, 2018 – December 31, 2018.

W I T N E S S E T H

WHEREAS, the Contractor is a private, Corporate for Profit, Organization organized under the laws of Minnesota;

WHEREAS, the Agency wishes to purchase Semi-Independent Living Services for eligible individuals from the Contractor, and

WHEREAS, the Agency has identified persons who are in need of said services, in accordance with applicable Minnesota Rules, and the Agency wishes to purchase these services from the Contractor, and

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

WHEREAS, the Agency and the Contractor, according to Minnesota Rules, understand and agree that this contract serves as a lead county contract for services purchased from financially responsible agencies of other counties for services provided in McLeod County.

WHEREAS, the Agency, pursuant to Minnesota Statutes, Section 373.01, 373.02, is authorized to enter into a contract to purchase such program services from the Contractor; and

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

A. CONTRACTOR REQUIREMENTS AND DUTIES

1. The Contractor shall provide services at the following location(s):

Services will be provided in the consumer's residence.
2. The Contractor shall be licensed and meet the qualifications in MN Statute 245D and must comply with Minnesota Statute 245.825, subdivision 1, Use of Aversive and Deprivation Procedures.

3. The Contractor shall use only qualified staff and is responsible for recruitment and screening of potential staff.

4. Services to Be Provided: Semi-Independent Living Services (SILS)

Semi-Independent Living Services are needed by an adult with mental retardation or related condition(s) to successfully live in the community. The goal of SILS is to support people in ways that will enable them to achieve personally desired outcomes and lead self-directed lives.

SILS include training and assistance to:

- Engage in activities that make it possible for an adult with mental retardation or related condition(s) to live in the community
- Exercise social, recreation and transportation skills, including appropriate social behavior
- Learn and exercise the rights and responsibilities of community living
- Maintain personal appearance and hygiene
- Manage money, prepare meals and shop
- Obtain and maintain a home
- Perform first aid and obtain assistance in an emergency
- Self-administer medication
- Use the phone and other utilities

5. The Contractor shall meet minimum provider standards as defined in applicable MN Statute, Rule, and any additional requirements of the Agency, including the following:

All Licensed providers must comply with MN Statute 245D.

All providers of SILS must comply with Minnesota Statute 245.825, subdivision 1, Use of Aversive and Deprivation Procedures.

6. The Contractor agrees to provide documentation to the Agency to verify its qualifications to provide services as outlined within this contract. This verification, at a minimum, includes the following:
 - a) Copies of current applicable licenses, certifications, and/or registrations
 - b) An explicit description of the services to be provided
 - c) An exposition of the staffing, including job descriptions and professional qualifications of personnel and a staffing schedule
 - d) An organization chart
 - e) Personnel policies which outline requirements of personnel as stipulated by this contract, licensing regulations, MN Statute, or MN Rule
 - f) The number of program participants
 - g) An Emergency Response Plan

7. The Contractor must develop and enforce policies and procedures which are compliant with all applicable MN Statutes and Rules that address reporting of vulnerable adult abuse or neglect, transportation of clients, emergency action and reporting, and postmortem care.
8. The Contractor agrees to take part in Person Centered Planning training endorsed by the Agency.
9. The Contractor shall maintain comprehensive records of all services provided to each Agency client, including any changes in the client's condition and needs. Each case notation/entry must be signed and dated by the staff whenever services are provided for the Agency. Written documentation will be available or submitted to the Agency as requested. Significant changes in the client's condition shall be reported directly to the Agency case manager within twenty-four (24) Agency working hours.
10. The Contractor agrees to develop, review annually, and assure staff is prepared to implement an emergency response plan. This plan must include a contingency plan for emergencies when the lack of immediate care would pose a serious threat to the health and safety of consumers. As appropriate, plans must be customized specifically for each site where consumers are served.
11. The Contractor shall notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate services to a client. The notice must be sent at least thirty (30) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of services. The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or staff.
12. The Contractor agrees to notify the Agency in writing within ten (10) days whenever the Contractor is unable to, or is going to be unable to, provide the quality or quantity of services to achieve the measurable behavioral objectives as required by this contract. Upon such notification, the Agency and Contractor shall determine whether the contract should be modified or canceled.
13. Nothing in this agreement shall be construed as requiring the Contractor to provide services, or the Agency to continue purchasing services from the Contractor, for any eligible person upon cancellation or termination of this contract.

B. REQUIREMENTS, STANDARDS, LICENSES

The Contractor agrees to comply with all federal, state, county, and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs, and staff for which the Contractor is responsible during the term of this agreement. Failure to comply with the requirements, standards, and licenses may be cause for cancellation of this agreement.

C. ELIGIBILITY FOR SERVICES

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established in accordance with Minnesota Statutes and Rules for each program or service.

The parties understand and agree that the Agency shall determine preliminary and final client eligibility.

1. The Agency shall determine preliminary and final client eligibility.
2. The Agency shall telephone the Contractor to request the implementation of contracted services. Telephone contacts will be followed by a service agreement or other written acknowledgement of authorized units and service rates. The agency will authorize services either 1) on the MMIS II system and the Department of Human Services will issue to the Contractor a service agreement letter authorizing the number of units of service and the rate or 2) by providing the Community Support Plan to PrimeWest and written acknowledgement of authorized services to the Contractor.
3. The Contractor will provide contracted services to clients in accordance with the Agency's service agreement and authorized services. The Contractor is responsible for providing contracted services per the needed and authorized timeframe and/or schedule regardless of geographic availability of staff.
4. The Contractor shall not charge any program or service fee to social service eligible clients;
5. When the Agency has determined that the client is no longer eligible to receive Purchased Services or that services are no longer needed or appropriate, the Agency shall notify the Contractor within five (5) days of the determination. The Agency shall notify the client of proposed termination of services in writing at least ten (10) days prior to the proposed agency action and of the client's right to appeal this proposed agency action.
6. The Contractor shall notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 60 days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s). The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
7. The Contractor agrees to establish written procedures for discharging a person or terminating services to a person. The written procedures shall include notification of the case manager, person to be discharged, the person's parent or legal representative prior to the termination of services, assistance in developing or securing alternative services and assuring a smooth transition to other services, the review and approval of the proposed action by the interdisciplinary team, and other procedures agreed to by the Contractor and Agency.

D.

INDIVIDUALIZED PLANS

1. Services provided will be designated to assure that each consumer attains the goals specified in that person's individualized service plan. The responsible county agency shall prepare a service plan and provide the Contractor with a copy of the plan no later than 30 days after services have commenced. The Contractor shall assist the Agency in developing the service plan as requested by the Agency; however, the Agency shall not delegate the development of Individual Service Plans (ISPs) or Community Support Plans (CSPs) to the Contractor.
2. All service plans for persons receiving services under this contract are hereby incorporated and made part of this contract.
3. The Contractor shall implement an individualized program plan specific to services the Contractor will deliver to each consumer and agrees to develop procedures for monitoring and evaluating the achievement of goals and objectives identified in the service plan by the consumer and to submit progress reports as specified by the County Case Manager of each individual person serviced to the Agency, the person, and the person's legal guardian or conservator, if any. The Contractor agrees to develop reports that will contain sufficient specificity or enable the Agency to monitor and evaluate the person's achievement of goals and objective stated in the service plan.
4. The Contractor agrees to participate in all interdisciplinary team meetings related to each person receiving services under this contract, if required.
5. The Contractor agrees to provide the amount(s) and type(s) of services authorized in writing by the county of financial responsibility according to Minnesota Rules. The authorization for services to be provided to each person must be completed by the county of financial responsibility prior to service delivery.
6. The Contractor agrees to have a plan in place for backup assistance for each consumer when providers aren't available and lack of immediate care would pose a serious threat to health and welfare. The Contractor shall provide this plan to the consumer's county case manager.

E.

COST AND DELIVERY OF PURCHASED SERVICES

1. Services shall be reimbursed in accordance with the following negotiated rates:

Service	Unit Type	Rate
Semi-Independent Living Services	15 Min.	\$9.22

2. If there are cost of living increases in the rates for McLeod County approved by the state, the Contractor agrees to pass on these increases to employees in the form of wages and benefits.
3. This Contractor certifies that the contracted services to be provided under this Agreement are available without cost to eligible clients. The Contractor further certifies that payment claimed for contracted services will be in accordance with rates of payment which do not exceed amount reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private-pay or third-party pay service clients.

4. Funding of the service is dependent upon government appropriations for those waived services.

F. PAYMENT FOR PURCHASED SERVICES

1. Certification of Expenditures: The Contractor shall, within fifteen working days following the last day of each calendar month, submit a standard invoice or voucher provided by the County Social Service Agency for social services purchased to the financially responsible County Social Service Agency. The invoice shall show: (1) total program and administrative expenditures for the month; and (2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units and cost per unit, including administrative costs allocated to the provision of purchased services to be reimbursed for eligible clients.
2. Payment: The Agency shall, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement-eligible clients identified on the invoice.
3. The Contractor agrees that the services to be provided under this contract will be available to eligible persons. The Contractor further agrees that charges for services comply with the cost limits established in Minnesota Rules, Part 9525.1910.
4. If reviews by the Contractor or Agency of the Contractor's expense reports show that an amount is being paid which is higher than necessary to meet the service need of a client(s), the parties agree to renegotiate the Agreement to establish a necessary amount pursuant to Minnesota Statutes, Section 256B.092, Subdivision 3, and Minnesota Rules, Part 9525.0015 to 9525.0165 (Rule 185).
5. If the reviews by the Contractor or Agency of the Contractor's expense reports show that an amount is being paid that is inadequate to meet the service need of a client(s), the parties agree to renegotiate this Agreement to establish an amount to meet individual client needs pursuant to Minnesota Statutes, Section 256B.092, Subdivision 3, and Minnesota Rules, Part 9525.0015 to 9525.0165 (Rule 185).
6. Review of expense reports by each party shall be at least after the third and sixth contract month to determine conditions applicable to A.7 and A.8. Reviews shall include reports based on the individualized per diem and client specific costs developed pursuant to Minnesota Rules, Part 9525.0015 to 9525.0165 (Rule 185).
7. It is understood and agreed by Agency and Contractor that modification of this contract in order to increase or decrease the rates of reimbursement to Contractor shall normally be permitted only in those circumstances where cost changes are the result of changes in client service needs, or the result of change outside of the control of the Contractor, such as changes in real estate taxes or automobile insurance premiums, or changes in regulatory requirements for the operation of SLS programs. Reimbursement rate adjustments shall not be made for changes in Contractor's administrative overhead costs.

G. AUDIT AND RECORD DISCLOSURE

The Contractor shall:

1. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
2. If the collection of social services fees is delegated to the Contractor, the Contractor shall provide the Agency with information about fees collected and the fee source.
3. Maintain all records pertaining to the contract at P.O. Box 487, Spicer, MN 56288 for four (4) years for audit purposes.
4. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual and the administrative rules of the State Agency.
5. Audit: The Contractor agrees that within 120 days of the close of its fiscal year, an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Single Audit Act of 1984, P.L. 98-502, and Office of Management and Budget, Circular No. A-128. After completion of the audit, a copy of the audit report must be filed with the Agency.

H. INDEMNITY, INSURANCE, AND BONDING

1. Hold Harmless and Indemnification Agreement:

The Contractor agrees to defend, indemnify, and hold McLeod County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses rising out of any act or omission on the part of the vendor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the subcontractors, partners, or independent contractors or any of their agents or employees under this agreement.

2. Liability and Worker's Compensation Insurance:

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from Contractors' operations under the contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- a) **Automobile Liability Coverage** including Hired Car and Employees Non Ownership Liability with the following minimum limit:

- Combined Single Limit of \$1,500,000 per occurrence

McLeod County should be listed as an Additional Insured.

b) **Commercial General Liability** to include the following coverages and Minimum Limits of Liability:

- \$3,000,000 General Aggregate
- \$3,000,000 Products and Completed Operations Aggregate
- \$1,500,000 Personal Injury & Advertising Injury
- \$1,500,000 Each Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

McLeod County should be listed as an Additional Insured. The policy should be written on an Occurrence basis, not a Claims-Made basis.

c) The Contractor shall provide or require **Professional Liability** insurance for employees, subcontractors, or agents who perform professional or semi-professional services, including, but not limited to individuals who perform nursing services. The Minimum Limits of Liability shall be:

- \$4,000,000 Aggregate
- \$2,000,000 per Wrongful Act or Occurrence

McLeod County shall be listed as an Additional Insured, if at all possible.

d) An **Umbrella Liability** policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements for each coverage.

McLeod County shall be listed as an Additional Insured.

e) **Worker's Compensation** and Employer's Liability. Contractors who employ or subcontract with individuals shall assure the following coverages:

- Bodily Injury by Accident - \$500,000 each accident
- Bodily Injury by Disease - \$500,000 each employee
- Bodily Injury by Disease - \$500,000 policy limit

f) A **Certificate of Insurance** naming McLeod County as certificate holder shall be furnished to McLeod County prior to commencement of the project and shall also include the following stipulations:

- As evidence of required coverage, the Contractor shall furnish an original Certificate of Insurance to McLeod County before work commences.
- The Certificate should be signed by a person authorized by the insurer to bind coverage.
- The Certificate shall include a minimum 60-day written notice of intent to cancel, suspend or reduce coverage.
- The Certificate shall identify McLeod County as an Additional Insured for relevant coverage, except worker's compensation.
- Insurance should be placed with insurers with a current A.M. Best rating of no less than A:VII.

3. Bonding/Crime Insurance:

The Contractor agrees to obtain and maintain for the duration of this agreement a General Fidelity Bond or Crime Insurance Policy which covers monies of the County handled by the service provider, monies, and/or securities of clients of the County, and access to monies and/or securities of clients that the service provider staff come into contact with. In addition, McLeod County must be named as an additional insured on the crime policy. A copy of the Certificate of Insurance or bond must be submitted to McLeod County with this contract or previously provided. Such policy or bond shall be in the amount of \$25,000.

I. SAFEGUARD OF CLIENT INFORMATION

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder, is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.

Neither party to this Agreement shall use or disclose individually identifiable health information concerning an eligible Client except as permitted by the Government Data Practices Act, Laws of Minnesota, Chapter 13; 42 U.S.C. § 290dd-2; and other applicable state and federal law. If required under the Health Information Portability and Accountability Act (HIPAA) Privacy Standards, the Contractor provides assurances to the Agency that it will comply with HIPAA 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 Agency; 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 Agency or Department of Human Services if requested; and, upon termination, return or destroy all IIHI in accordance with conventional record destruction practices. The individual responsible for compliance with the Government Data Practices Act is Tim Helgeson.

J. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS/NONDISCRIMINATION

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e), including Executive Order No. 11246; and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504.

The Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000 and the Contractor has employed twenty (20) or less full-time employees during the previous twelve (12) months.

K. FAIR HEARING AND GRIEVANCE PROCEDURES

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

L. CONDITIONS OF THE PARTIES' OBLIGATIONS

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
2. This agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
4. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
5. No claim for services furnished by the Contractor not specifically provided in the Agreement will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
6. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

M. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, Subd. 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. 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 contract, the Contractor certifies that it and its principals¹ 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 department or agency; and
2. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

¹ "Principals" for the purposes of the certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state anti-trust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state anti-trust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement 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 contract are in violation of any of the certifications set forth above.
5. Shall immediately give written notice to the Contracting Officer should Contractor 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 anti-trust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

N. SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor. It is acknowledged by both parties that the Contractor subcontracts for program services in traditional foster care homes.

O. MISCELLANEOUS

Entire Agreement: 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 relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social service agency relating to the subject matter hereof.

The parties further understand and agree that this Contract shall be automatically extended for an additional period up to 90 days from the end date of this Contract in the event a new contract between the parties is desired, but not entered into, prior to the expiration date contained in this Contract. The purpose of this extension is to insure the existence of an uninterrupted contract in the event that a new contract is desired but is unable to be signed by the parties prior to the expiration date of this Contract. In the event that this Contract is extended pursuant to this clause, any change in fees contained in the subsequent contract may be made retroactive to the expiration date of this Contract, by mutual agreement of the parties.

Contractor:	Diversified Lifestyles II, Inc.	File Number: M-26
Covered Services:	Semi-Independent Living Services	
Funding Sources:	SILS Grant, County Funds	

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

The Provider, having signed this contract, and the McLeod County Board of Commissioners having duly approved this Contract on December 7, 2017, and pursuant to such approval and the proper County officials having signed this Contract, the parties hereto agree to be bound by the provisions herein set forth. Minnesota Statutes 256.0112.

COUNTY OF MCLEOD
STATE OF MINNESOTA

APPROVED AS TO LEGALITY AND FORM:

BY: _____
McLeod County Attorney

DATED: _____

BY: _____
McLeod County Administrator

DATED: _____

BY: _____
Director, McLeod County Social Service Center

DATED: _____

BY: _____
Chair of the McLeod County Board of Commissioners

DATED: _____

BY: _____
Co-Director
Diversified Lifestyles II, Inc.

DATED: _____

License Application to Make Retail Sales of Cigarette and Other Tobacco Products

To be completed by applicant when applying for a license with a city or county.

FOR MUNICIPAL USE ONLY

Applicant's Minnesota Tax ID Number

The Minnesota Tax ID must be issued in the same legal name of the licensee below.

License Authority
License Number
Period Covered
Date of Issuance

Cigarettes/tobacco products will be sold (a separate license is required for each location or vending machine):

☒ Over Counter ☐ Through Vending Machine ☐ Both

Licensee's Legal Name <u>Hutchinson Co-op</u>		Federal Employer ID Number (FEIN)
Business Trade Name (doing business as) <u>Corner Market</u>		Daytime Phone <u>320-327-2500</u>
Complete Address of Business Location (permit location) <u>10532 Hwy</u>	County <u>McLeod</u>	Other Phone Number
City <u>Silver Lake</u>	State <u>MN</u>	ZIP Code <u>55381</u>
Mailing Address (if different than business address) <u>P.O. Box 158</u>	City <u>Hutchinson, MN</u>	State <u>55350</u>
		Fax Number <u>320-587-7184</u>
		Email Address <u>Chomstad@hutchcoop.com</u>

Type of legal organization (check one):

☐ Sole proprietor ☒ Minnesota corporation: Enter date of incorporation 02/04/1955
☐ Partnership ☐ Out-of-state corporation: State of incorporation _____
☐ Other (describe) _____ Are you registered to do business in Minnesota? ☐ Yes ☐ No

Corporate officers or partners (attach a list if necessary)

Name	Title		
<u>See Attached List</u>			
Address	City	State	ZIP Code
Name	Title		
Address	City	State	ZIP Code

As a licensed tobacco products or cigarette retailer, I understand that:

1. I can purchase cigarettes only from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue.
2. I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
3. I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.
5. I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
6. I know that the Minnesota Department of Revenue and/or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
7. I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.

Licensee Signature <u>[Signature]</u>	Title	Print Name	Date	Daytime Phone
Licensing Agent's Signature	Title	Print Name	Date	Daytime Phone

License applicant: Submit this form to the licensing authority along with the license application.

Licensing authority: Mail, email or fax to:
Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.
Fax: 651-556-5236. Email: cigarette.tobacco@state.mn.us



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement

445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7500

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the \$20.Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code _____ License Period Ending 12/31/2017 ID# _____

ISSUING AUTHORITY McLeod Co

Licensee Name Major Ave Hunt Club Inc.

Trade Name Major Ave Hunt Club Inc.

City, State, Zip Code 11721 Major Ave

Glencoe MN 55336

Business Phone 3208646025

License Fees: Off Sale _____ On Sale 2,000 \$200 Sunday 100

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature: [Signature] DOB 6/20/1986 SS# _____ Date _____
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature [Signature] Date 11.21.17
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature [Signature] Date 11-16-17
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.



COPY

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
444 Cedar Street, Suite 222, St. Paul, MN 55101-5133
Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:

- 1) City issued on sale intoxicating and Sunday liquor licenses
- 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Meleod County License Period From: 11/1/2018 To: 12/31/2018

Circle One: New License License Transfer _____ Suspension Revocation Cancel _____
(former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$ 2000 Sunday License fee: \$ 100 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

Licensee Name: MAJOR AVE HUNT CLUB DOB _____ Social Security # _____
(corporation, partnership, LLC, or Individual)

Business Trade Name MAJOR AVE HUNT CLUB Business Address 11721 MAJOR AVE City GLENCOE

Zip Code 55340 County Meleod Business Phone 320-804-6025 Home Phone 916-899-8287

Home Address 1025 TEXAS AVE NW #H10 City HUTCHINSON, MN Licensee's MN Tax ID # _____
55350 (To Apply call 651-296-6181)

Licensee's Federal Tax ID # _____
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

<u>SHARELIE AFTON NEAL</u>	<u>06/20/1986</u>		<u>1025 TEXAS AVE NW #H10</u>
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
<u>JEREMY ORUZ LEAL</u>	<u>08/05/1987</u>		<u>1025 TEXAS AVE NW #H10</u>
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
--	-----	-------------------	--------------

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes ☒ No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: Philadelphia Indemnity Insurance Company Policy # PHPK1570040

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature _____ Date _____
(title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
444 Cedar Street, Suite 222, St. Paul, MN 55101-5133
Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:

- 1) City issued on sale intoxicating and Sunday liquor licenses
- 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License 01/01/2018 License Period From: 01/01/2018 To: 12/31/2018

Circle One: New License License Transfer Upgrading Suspension Revocation Cancel _____
(former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$ 2000 Sunday License fee: \$ 100 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ 200

Licensee Name: Brownton Rod & Gun Club DOB _____ Social Security # _____
(corporation, partnership, LLC, or Individual)

Business Trade Name Brownton Rod & Gun Club Business Address 19151 108th Street City Brownton

Zip Code 55312 County McLeod Business Phone 320-328-5769 Home Phone _____

Home Address _____ City _____ Licensee's MN Tax ID # _____
(To Apply call 651-296-6181)

Licensee's Federal Tax ID # _____
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
Jeremiah Todd Ahlbrecht - President			167 8th Ave S, Brownton
Paul Christopher Karels			433 8th Ave S, Brownton

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: No Employees Policy # N/A

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature _____ Date _____
(title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.

Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
 444 Cedar St., Suite 222, St. Paul, MN 55101-5133
 (651) 201-7507 FAX (651) 297-5259 TTY (651) 282-6555

RENEWAL OF LIQUOR, WINE, OR CLUB LICENSE

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. **City Clerk/County Auditor is also required by M.S. 340A.404 S. 3 to report any license cancellation.**
 License Code _____ License Period Ending 11-2018 ID # 12312018
 City/County where license approved _____

Licensee Name Braunton Rod: Gun Club Inc.
 Trade Name Braunton Rod: Gun Club Inc.
 Licensed Location address 19151 108th St.
 City, State, Zip Code Braunton, MN 55312
 Business Phone 320-328-5769

LICENSE FEES: Off Sale \$ 200 On Sale \$ 2,000 Sunday \$ 100.00

By signing this renewal application, applicant certifies that there has been no change in ownership, corporate officers, partners, home addresses, or telephone numbers. If changes have occurred during the past 12 months, please give details on the back of this renewal, then sign below.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

1. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
2. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
3. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, and then sign below.
4. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
5. Licensee confirms that Workers Compensation insurance is in effect for the full license period.
6. Licensee confirms that it has no interest directly or indirectly in another liquor establishment, be it manufacture, distribution or retail, or if so give details on the back of this renewal.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in the city/county where the license is issued. \$100,000.00 in cash or securities or a \$100,000.00 surety bond may be submitted in lieu of liquor liability

Licensee Signature [Signature] Date 11-27-2017
 (Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____
 (Signature certifies that an on-sale intoxicating liquor license has been approved by the city/county as stated above).

County Attorney Signature _____ Date _____

County Board issued licenses only (Signature certifies licensee is eligible for license)

Police/Sheriff Signature _____ Date _____

(Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, and then sign here.)

A \$30.00 service charge will be added to all dishonored checks. You may also be subjected to a civil penalty of \$100.00 or 100% of the value of the check, whichever is greater, plus interest and attorneys fees.

POOL
11/29/17 4:10PM

***** McLeod County IFS *****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 1

Print List in Order By: 2 1 - Fund (Page Break by Fund) Page Break By: 1 1 - Page Break by Fund
2 - Department (Totals by Dept) 2 - Page Break by Dept
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

POOL

11/29/17 4:10PM
3 ROAD & BRIDGE FUND

***** McLeod County IFS *****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 2

Vendor Name		Rpt	Warrant Description		Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
340	DEPT			HIGHWAY EQUIPMENT MAINTENANCE		
	1128 RANGER CHEVROLET CADILLAC PONTIA					
3	03-340-000-0000-6610		28,279.70	2018 GMC SIERRA	79482	CAPITAL - OVER \$5,000 (FIXED ASSETS)
	1128 RANGER CHEVROLET CADILLAC PONTIA		28,279.70	1 Transactions		
340	DEPT Total:		28,279.70	HIGHWAY EQUIPMENT MAINTENANCE	1 Vendors	1 Transactions
3	Fund Total:		28,279.70	ROAD & BRIDGE FUND		1 Transactions

***** McLeod County IFS *****



POOL
11/29/17 4:10PM
25 SPECIAL REVENUE FUND

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 3

Vendor Name		Rpt	Warrant Description		Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
807	DEPT			DESIGNATED FOR CAPITAL ASSETS		
	3298 CAPITAL CITY GLASS INC					
1	25-807-000-0000-6610		26,395.85	CONTRACT PAYMENT	APPLICATION008	Capital - Over \$5,000 (Fixed Assets)
	3298 CAPITAL CITY GLASS INC		26,395.85	1 Transactions		
	3802 CORNERSTONE DETENTION					
2	25-807-000-0000-6610		174,837.05	CONTRACT PAYMENT	APPL 2	Capital - Over \$5,000 (Fixed Assets)
	3802 CORNERSTONE DETENTION		174,837.05	1 Transactions		
807	DEPT Total:		201,232.90	DESIGNATED FOR CAPITAL ASSETS	2 Vendors	2 Transactions
25	Fund Total:		201,232.90	SPECIAL REVENUE FUND		2 Transactions
	Final Total:		229,512.60	3 Vendors	3 Transactions	

POOL
11/29/17 4:10PM

***** McLeod County IFS *****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 4

Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
3	28,279.70	ROAD & BRIDGE FUND
25	201,232.90	SPECIAL REVENUE FUND
All Funds	229,512.60	Total

Approved by,
.....
.....

vendor	notes	Price
bergmann	cheaper carpet	\$ 12,988.00
bergmann	spec'd carpet	\$ 15,652.00
MCI	spec'd carpet	\$ 12,122.00
Absolute	spec'd carpet	\$ 15,975.00



MULTIPLE CONCEPTS INTERIORS

Affirmative Action Plan/Equal Opportunity Employer

26 First Avenue North Waite Park, MN 56387 Ph. (320) 253-5078 Fx. 320-253-9458

Contact Person: Nicole Spier

Email: NSpier@MCICarpetOne.com

Proposal Submitted To Scott Grivna - McLeod County	Fax	Date March 22, 2017
Street	Job Name McLeod County	
City, State, Zip Code	Job Location Glencoe, MN	
Architect	Date of Plans	Addendum(s)

We Propose: Hereby to furnish materials and labor complete per specification as outlined below.

Supply and install carpet tile and vinyl cove base at Probation offices

Mohawk Venturesome modular 24x24 358 Thrill Seeker

Johnsonite 4" vinyl cove | 63 Burnt Umber

Includes scraping and removal of existing adhesives

Includes up to 8 hours of furniture lifting/moving

material and labor

\$6,659.00

Supply and install rubber treads and rubber landing tile at stairs

Mohawk Venturesome modular 24x24 358 Thrill Seeker

Johnsonite 4" vinyl cove | 63 Burnt Umber

Includes demo and disposal of carpet, and scraping and removal of existing adhesives

Includes up to 8 hours of furniture lifting/moving

material and labor

\$3,085.00

Proposal does not include removal of existing flooring or adhesives unless noted above

Proposal includes minor floor prep, small cracks holes etc. after concrete meets specs for smoothness and flatness.

Additional floor prep will be billed at \$65.00 per hour plus materials.

Proposal includes floor prep allowance for material and labor of: Fill in amount here

Proposal includes initial moisture testing. Additional testing due to high moisture will be billed at \$50.00 per test plus \$150.00 trip charge.

Proposal does not include post installation floor protection.

Proposal does not include dumpster. Use of owner or general contractor dumpster is assumed at no cost.

Payment Terms:

Terms of sale are: Net 30 days of invoice date using cash, check, or credit card. Any collection fees or attorneys fees incurred by MCI will be the responsibility of the buyer. A monthly service charge will be added at the rate of 1.5% per month (18% annum)

We reserve the right to perfect mechanics lien rights when applicable.

By signing this document, customer acknowledges receipt of the information and understands payment terms

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Comp. Insurance.

Authorized

Signature

Note: This proposal may be withdrawn by us if not accepted within
90 days.

Acceptance of Proposal - The above prices, specifications and

conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance:

Name:

Quote

Bergmann Interiors LLC
7416 80th Street
Glencoe MN 55336
320-864-6754 320-864-6100

Quote #
11881
Customer PO
Contract #
Date
6/23/2017
Sales Person1
Matt - Retail
Sales Person2

Acct # 258
For: 320 864-1326 Fax

Ship To:

McLeod County Central Services
830 1th Street East
Glencoe, MN 55336

County Office / Good Carpet

Type	Product Description Labor Description	Color / Item Number Room
Carpet		
<i>Materials</i>	Renegade Tile	TBD
<i>Labor</i>	Berber - Carpet Tile - Glue Down - Commercial	
Adhesive		
<i>Materials</i>	Enpress Modular Pressure Sensitive Adh - 4 gal - 100 yds/pail	M001
Carpet		
<i>Materials</i>	Carpet Base	
<i>Labor</i>	Carpet Cove Base-Comm Install	
Freight		
<i>Materials</i>	Freight - Northern Cargo/Bob's Binding/B. Interiors	
<i>Labor</i>	Cut & Bind Carpet Tile Base	
Removal		
<i>Labor</i>	Removal Charge - Jute Carpet Glued Down	
Disposal		
<i>Labor</i>	Disposal Charge - Per Sq Yd	
Furniture		
<i>Labor</i>	Furniture Moving	
Freight		
<i>Materials</i>	Freight - Carrigan Trucking	

Continuation For: McLeod County Central Services, Quote # 11881

Type	Product Description Labor Description	Color / Item Number Room
Information		Totals
		Grand Total \$12,988.00
		Deposit Date Ck #

NOTE: THIS QUOTE MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 90 DAYS

REQUESTED INSTALLATION

DATE _____ INSTALLER _____

REQUESTED DELIVERY

DATE _____

PRE-LIEN NOTICE

(a) ANY PERSON OR COMPANY SUPPLYING LABOR AND MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

I HEREBY ACCEPT AND AUTHORIZE WORK TO COMMENCE AS SPECIFIED.

Buyer _____ Date _____ Seller _____ Date _____

Quote

Bergmann Interiors LLC
7416 80th Street
Glencoe MN 55336
320-864-6754 320-864-6100

Quote #
11893
Customer PO
Contract #
Date
7/3/2017
Sales Person1
Matt - Retail
Sales Person2

Acct # 258
For: 320 864-1326 Fax

Ship To:

McLeod County Central Services
830 1th Street East
Glencoe, MN 55336

County Office / Better Carpet

Type	Product Description Labor Description	Color / Item Number Room
Carpet		
<i>Materials</i>	Power Surge	TBD
<i>Labor</i>	Berber - Carpet Tile - Glue Down - Commercial	
Adhesive		
<i>Materials</i>	Enpress Modular Pressure Sensitive Adh - 4 gal - 100 yds/pail	M001
Carpet		
<i>Materials</i>	Carpet Base	
<i>Labor</i>	Carpet Cove Base-Comm Install	
Freight		
<i>Materials</i>	Freight - Northern Cargo/Bob's Binding/B. Interiors	
<i>Labor</i>	Cut & Bind Carpet Tile Base	
Removal		
<i>Labor</i>	Removal Charge - Jute Carpet Glued Down	
Disposal		
<i>Labor</i>	Disposal Charge - Per Sq Yd	
Furniture		
<i>Labor</i>	Furniture Moving	
Freight		
<i>Materials</i>	Freight - Carrigan Trucking	

Continuation For: McLeod County Central Services, Quote # 11893

Type	Product Description Labor Description	Color / Item Number Room	
Information		Totals	
		Grand Total	\$15,652.56
		<div> Date Deposit </div> <div> Ck # </div>	

NOTE: THIS QUOTE MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 90 DAYS

REQUESTED INSTALLATION

DATE _____ INSTALLER _____

REQUESTED DELIVERY

DATE _____

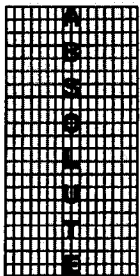
PRE-LIEN NOTICE

(a) ANY PERSON OR COMPANY SUPPLYING LABOR AND MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

I HEREBY ACCEPT AND AUTHORIZE WORK TO COMMENCE AS SPECIFIED.

Buyer _____ Date _____ Seller _____ Date _____



9850 51st Ave. N. #106
Minneapolis, MN 55442-3207
763-746-8900
763-746-8902 FAX
www.absolutecf.com

Quote

Native American, Woman-Owned

For Acct # 824
Fax

Ship To:

McLeod County Facilities & Procurement
830 11th Street East
Glencoe, MN 55336

McLeod County - HHS
2397 Hennepin Ave. N.
Glencoe, MN 55336

Quote #
14874
Customer PO
Contract #
Date
5/10/2017
Sales Person1
Karla Sheehy
Sales Person2

Type	Product Description Labor Description	Color / Item Number Room
Carpet Tile		
Materials	Mohawk Venturesome BT356	Thrill Seeker 358
Labor	Install Carpet Tile - TBD	CPT-1
Adhesive		
Materials	Mohawk Flex Lok Tabs/150 yds per Roll	CPT-1
Adhesive		
Materials	Mohawk OptiSeal M003B Encapsulate Existing BL Adh 4 Gal	
Labor	Seal Flooring	
Labor		
Labor	Remove & Dispose - Existing Carpet - Glue Down	CPT-1
Labor		
Labor	Remove Existing Adhesive	CPT-1
Labor		
Labor	Remove And Replace - Furniture	COURT ROOM
Wall Base		
Materials	4" Cove Vinyl Base 1/8 Gauge CB-xx	TBD
Labor	Install - Vinyl Coved Base	VB-1
Transitions		
Materials	EG-XX-H 1/4" CPT Edge Guard	TBD
Labor	Install Transitions	CPT/VIN
Labor		
Labor	Ramping - Supply & Install	
Labor		
Labor	Delivery & Handling Services	
Labor		
Labor	Floor Prep-Concrete	

Continuation For: McLeod County Facilities & Procurement, Quote # 14874

Type	Product Description Labor Description	Color / Item Number Room
------	--	-----------------------------

Labor

Labor Moisture Testing - Relative Humidity Testing of the concrete slab. Requires 5/8" holes to be drilled into the concrete and set for 72 hours.

Information

QUOTED FOR OVERTIME, WEEKEND SCHEDULE
INCLUDES FURNITURE MOVING, REMOVING REMAINING CARPET, REMOVING EXISTING ADHESIVE, MINOR FLOOR PREP, TRANSITIONS

INCLUDES 4 MOISTURE TESTS FOR SLAB ON GRADE
ADHESIVE AND SEALER INCLUDED ARE WARRANTED UP TO 90% Rh, IF READINGS ARE OVER 90% A DIFFERENT CARPET TILE WILL BE SELECTED

Totals

Labor	\$9,112.95
Materials	\$6,862.05
Contract Total	\$15,975.00
Sales Tax	
Grand Total	\$15,975.00
Date	Ck #
Deposit	

-Terms: 50% Down / Balance on Invoice. ALL orders are Non-cancelable.

-All material is factory ordered on a per project basis and non-cancelable from the manufacturers, consequently once a quote is accepted and approved for ordering, all material is non-cancelable.

-Sales tax is only charged on material only purchases. Unless bid documents state job is Tax Exempt, use tax will be included and sales tax is not required on installed projects. Additional tax may be required if tax rates change.

-Due to fluctuating material costs, we can only honor pricing on quotes for 30 days.

-Work to be done M-F, 7AM-3PM, unless noted.

-No take-up and disposal of existing flooring or adhesive is included, unless noted.

-No cleaning, vacuuming, protection of carpet or washing and waxing of vinyl are included, unless noted.

-Pricing is based on floors being ready to receive floor covering, unless otherwise noted.

-Estimate does not include any floor preparation or repair, which will be billed at \$100.00 per hour, plus materials.

-Reminder: Fresh paint marks easily. Some touchup may be required after flooring installation and is the responsibility of the customer.

-It is the owner's responsibility to move all furniture, unless otherwise noted.

-Estimate is per plans and specifications, sections 09650 & 09680, and blueprints dated _____, and is subject to change upon a physical measure of site.

-The use of low permeance vapor retarder is mandatory directly beneath any concrete slab that is to receive a directly adhered moisture sensitive finish. If an effective vapor retarder is not in place and intact directly beneath the slab, concrete dryness or moisture vapor emission testing is subject to significant variation AFTER the floor finishes are installed. Neither Absolute Commercial Flooring nor the manufacturer of the floor covering can be held responsible for moisture related distresses that develop after installation, when such damage is the result of excessive concrete moisture vapor emission and pre-installation testing indicated a suitably dry surface. This disclaimer applies to ALL moisture sensitive finishes and includes all types of flooring as well as poured in place coatings or any other material applied to the slab that inhibits or impedes the passage of moisture from the slab surface.

-All past due payments shall bear interest at a rate of eighteen percent (18%) per annum, but not to exceed the highest rate permitted by law, until paid in full. In accepting this quote, the customer agrees to pay all collection costs incurred, including reasonable attorney's fees. We accept these terms.

Buyer _____ Date _____ Seller _____ Date _____

XIGENT SOLUTIONS
Xigent Solutions, LLC
 17200 Medina Road, Suite 800
 Plymouth, MN 55447-1295



Fred Thomson

P: (763) 398-6891
 F: (952) 525-0707
 M: (612) 801-4826

✉ thomsonf@xigentsolutions.com
 🌐 www.xigentsolutions.com



Contact:
 Company:
 Phone:
 E-mail:

Quotation: 15245753
Date: 11/29/2017

Customer Information

Matt Troska
 McLeod County
 320-864-1340
Matt.Troska@co.mcleod.mn.us

This quote is valid for thirty (30) days from date of issue.

Qty	Product ID	Description	Unit	Total
1	DEXX00-EXP-R6	Expansion Shelf,DEXX00,Model	\$ -	\$ -
1	E-X5680A-AD-R6-C	Enclosure,4U-60,DE6600,Empty,2PSU,Add-On,-C	\$ 7,519.09	\$ 7,519.09
2	E-X30030A-0E-R6-C	ESM,SBB-2,0E,-C	\$ 403.65	\$ 807.30
20	E-X4064B-AD-0E-C	Disk Drive,6TB,7.2k,Non-FDE,DE6600,Add,0E,-C	\$ 530.44	\$ 10,608.75
2	X-20004-00-0E-R6-C	Cable,miniSAS,1m,0E,-C	\$ 38.81	\$ 77.63
1200	OS-SANTRCTY1-CAP1-AD-C	OS Enable,Per-0.1TB,SANTRCTY,Cap-Stor,AD,-C	\$ 3.10	\$ 3,720.00
1	CS-A2-4R	SupportEdge Standard Part Replace 4hr	\$ 1,975.43	\$ 1,975.43
		Co-termed to E-Series serial numbers: 721532500212; 721651500007		
		Service end date: 12/25/2019		
1	CS-NRD2-E	Non Returnable Disk Plus,e	\$ 916.07	\$ 916.07
		Co-termed to E-Series serial numbers: 721532500212; 721651500007		
		Service end date: 12/25/2019		
1	DEXX00-EXP-R6	Expansion Shelf,DEXX00,Model	\$ -	\$ -
1	E-X5680A-AD-R6-C	Enclosure,4U-60,DE6600,Empty,2PSU,Add-On,-C	\$ 7,519.09	\$ 7,519.09
2	E-X30030A-0E-R6-C	ESM,SBB-2,0E,-C	\$ 403.65	\$ 807.30
20	E-X4064B-AD-0E-C	Disk Drive,6TB,7.2k,Non-FDE,DE6600,Add,0E,-C	\$ 530.44	\$ 10,608.75
2	X-20004-00-0E-R6-C	Cable,miniSAS,1m,0E,-C	\$ 38.81	\$ 77.63
1200	OS-SANTRCTY1-CAP1-AD-C	OS Enable,Per-0.1TB,SANTRCTY,Cap-Stor,AD,-C	\$ 3.10	\$ 3,720.00
1	CS-A2-4R	SupportEdge Standard Part Replace 4hr	\$ 1,975.43	\$ 1,975.43
		Co-termed to E-Series serial numbers: 721532500212; 721651500007		
		Service end date: 12/25/2019		
1	CS-NRD2-E	Non Returnable Disk Plus,e	\$ 916.07	\$ 916.07
		Co-termed to E-Series serial numbers: 721532500212; 721651500007		
		Service end date: 12/25/2019		

"Making IT Data Management Simple"

Notes:

Subtotal \$ 51,248.51
 Shipping & Handling \$ -
***Quote Total \$ 51,248.51**

*Does not include applicable taxes

Xigent Solutions Approval: *Fred Thomson*

(Company Name)

(Buyers Name)

(PO Number)

(Today's Date)

(Buyers Signature)

XIGENT SOLUTIONS
Xigent Solutions, LLC
 17200 Medina Road, Suite 800
 Plymouth, MN 55447-1295

Fred Thomson

P: (763) 398-6891

F: (952) 525-0707

M: (612) 801-4826

✉ thomsonf@xigentsolutions.com

🌐 www.xigentsolutions.com



Contact:

Company:

Phone:

E-mail:

Quotation: 4006150107-v4

Date: 11/28/2017

Customer Information

Matt Troska

McLeod County

320-864-1340

Matt.Troska@co.mcleod.mn.us

This quote is valid for thirty (30) days from date of issue.

Qty	Product ID	Description	Unit	Total
1	UCS-SP-C220M5-S1	SP C220 M5SX 2X4110 4X16GB MEM VIC1387	\$ 6,274.39	\$ 6,274.39
1	CON-3SNTP-C220M5S1	3YR SNTC 24X7X4 UCS C220 M5 S1	\$ 1,318.40	\$ 1,318.40
2	UCS-SD960G61X-EV=	960GB SSD 2.5 ENT VALUE 6G SATA	\$ 503.85	\$ 1,007.70
1	UCS-SP-C220M5-S2	SP C220 M5SX W/ 2X4114 4X16GB MEM	\$ 6,867.07	\$ 6,867.07
1	CON-3SNTP-C220M5S2	3YR SNTC 24X7X4 UCS C220 M5 S2	\$ 1,318.40	\$ 1,318.40
12	UCS-SP-M16G2-RSH	SP 16GB DDR4-2666-MHZ RDIMM PC4-21300	\$ 360.00	\$ 4,320.00
2	UCS-SD-64G-S=	64GB SD CARD FOR UCS SVR	\$ 159.80	\$ 319.60
2	SFP-H10GB-CU3M=	3M 10GBASE-CU SFP CBL.	\$ 63.75	\$ 127.50
4	CVR-QSFP-SFP10G=	QSFP TO SFP10G ADPT	\$ 223.13	\$ 892.50

"Making IT Data Management Simple"

Notes:

* Two 960GB SSD drives was the closest we could get to your request for 1TB drives.

Subtotal	\$ 22,445.56
Shipping & Handling	\$ -
*Quote Total	\$ 22,445.56

*Does not include applicable taxes

Xigent Solutions Approval: *Fred Thomson*

 (Company Name)

 (Buyers Name)

 (PO Number)

 (Today's Date)

 (Buyers Signature)

QUOTE CONFIRMATION



DEAR MATT TROSKA,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



ACCOUNT MANAGER NOTES:

Updated, thanks Matt for the patience and communication!

Tom

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JKVQ093	11/29/2017	JKPM450	6441022	\$13,848.80

IMPORTANT - PLEASE READ

Special Instructions: Trade In Equipment:
HWIC-1DSU-T1 (Quantity 4)
CISCO2911-SEC/K9 (Quantity 2)
CISCO2901/K9 (Quantity 1)
EHWIC-D-8ESG-P (Quantity 1)
New Total With Trade In and SmartNet
1 YR 24 x 7 x 4:
13,848.80
Trade In Value = 300 dollar
discount per CDW Part Number
3511607
TAX: MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco ISR 4351 - Security Bundle - router - rack-mountable Mfg. Part#: ISR4351-SEC/K9 UNSPSC: 43222609 TAX: GLENCOE, MN .0000% \$.00 Contract: MN Cisco Prime Network Equipment Government (41910)	2	3511607	\$5,350.00	\$10,700.00
Cisco SMARTnet extended service agreement Mfg. Part#: CON-SNTP-ISR4351S UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: GLENCOE, MN .0000% \$.00 Contract: MN Cisco Prime Network Equipment Government (41910)	2	3511620	\$1,574.40	\$3,148.80

PURCHASER BILLING INFO	SUBTOTAL	\$13,848.80
Billing Address: MCLEOD COUNTY TOM KEEFE 830 11TH ST E STE 111 GLENCOE, MN 55336-2200 Phone: (320) 864-1340 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	GRAND TOTAL	\$13,848.80
	Please remit payments to:	
DELIVER TO		

Shipping Address:

MCLEOD COUNTY
MATT TROSKA
830 11TH ST E STE 111
GLENCOE, MN 55336-2200
Phone: (320) 864-1340

Shipping Method: DROP SHIP-GROUND

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Tom Doherty

(866) 626-8514

tomdohe@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2017 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

SOLD-TO PARTY 10246200

MCLEOD COUNTY
830 11TH ST E STE 111
GLENCOE MN 55336-2200

SHIP-TO PARTY

MCLEOD COUNTY
830 11TH ST E STE 111
GLENCOE MN 55336-2200

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation

Quotation Number : 219578904
Document Date : 27-NOV-2017
PO Number :
PO Release :
Sales Rep : Shawn Wood
Email : SHAWN.WOOD@INSIGHT.COM
Telephone : 6515236161
Sales Rep 2 : Michael Mueller
Email : MIKE.MUELLER@INSIGHT.COM
Telephone : 6302957869

Material	Material Description	Quantity	Unit Price	Extended Price
CPSM-NGSM5	Next Generation Security Policy Management - License - 5 gateways Coverage Dates: 24-NOV-2017 - 31-MAR-2019 STATE OF MINNESOTA - COMPUTER HARDWARE, SOFTWARE & SERVICES(# 48192 / C-1046(5))	1	3,892.70	3,892.70
CPRESSPREMIUMADDIC	CHECK POINT ENTERPRISE SOFTWARE SUBSCRIPTION & PREMIUM Coverage Dates: 24-NOV-2017 - 31-MAR-2019 STATE OF MINNESOTA - COMPUTER HARDWARE, SOFTWARE & SERVICES(# 48192 / C-1046(5))	1	2,736.76	2,736.76
Product Subtotal				6,629.46
TAX				0.00
Total				6,629.46

PURCHASE ORDER REQUIREMENTS:

Quote Number:219578904

Purchase Order Number: _____

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Shawn Wood
6515236161
SHAWN.WOOD@INSIGHT.COM
Fax 4807609899

Michael Mueller
6302957869
MIKE.MUELLER@INSIGHT.COM
Fax 8006884394

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at:
http://www.insight.com/en_US/help/terms-of-sale-products-ips.html

MCLEOD COUNTY BOARD

AGENDA REQUEST

*Use the F11 key to move from field to field and type in the grey box.
Use shift F11 to go backwards in the fields.*

Please provide the following coversheet to process each individual request for Board consideration and/or action:

Board meeting date: 12-07-17Originating department: Fairgrounds

Consent or regular agenda: regularPreferred agenda time: _____

Amount of time needed: 5minFunding source (if applicable): budget

Contact person for more info: Randy Starke _____Are funds in Dept. budget: _____

Representative (present at the meeting): Al Koglin _____Number of signed copies:

JUSTIFICATION FOR MOTION:

To accept Braun Intertec proposal to take at least 3 core samples of the gym floor in the commercial Building. To find out what is causing the rubber floor to raise in certain areas of the gym

- For purchases please include the company name, city and state
- Purchases of up to \$25,000 are considered a quotation and should have at least two quotations when possible.
- Contracts over \$25,000, must consider the state's cooperative purchasing venture before another source.
- Expenditures from \$25,000 - \$100,000 may be either sealed bids or direct negotiations with two quotations when possible.
- Expenditures in excess of \$100,000 require board approval to advertise for sealed bids and receipt of an affidavit of publication will be required.
- All requests for staff including contracting for staff must go to the Staffing Request Review Committee.
- E-mail resolutions to Administration to be printed on Commissioner letterhead.
- Please include as much detail as possible in the motion.

When providing background material for Commissioners Board Meeting packets please e-mail the County Administrator and Administrative Secretary the **electronic documents** by 12:00 PM Wednesday, one week prior to the Board Meeting date. Also remember that any and all documents requiring signatures should be provided at the same time.

Note: To satisfy the Minnesota Open Meeting Law requirement, Chapter 13D, copies of any background materials you distribute **during** the meeting to the board **must** also be given to the press; so please bring a total of 14 copies for distribution in the meeting. Providing background material one week in advance satisfies this requirement.

November 28, 2017

Proposal QTB069548

Mr. Randy Starke
McLeod County Fairground
840 Century Avenue SW
Hutchinson, MN 55350

Re: Proposal to Investigate the Athletic Flooring
McLeod County Fairgrounds
840 Century Avenue SW
Hutchinson, Minnesota

Dear Mr. Starke:

Thank you for the opportunity to provide you with this proposal to investigate the athletic flooring at the McLeod County Fairgrounds.

Background

It is our understanding that the athletic floor was installed within the last 2 years. The facility is a multi-use building where several different sports are played on the same floor. Recently, bubbles have been appearing on the floor material and they appear to align with the control joints cut in the underlying concrete.

The floor was placed on the existing concrete slab which had a finished surface prior to the placement of the new flooring. This coating of the finished surface was very thin (appeared to be paint). The process of placing the new floor covering included a new coating approximately 1/4 inch thick over the existing concrete then the new flooring over this new coating. Thickness of the coatings will be confirmed when field and lab work is completed.

Purpose

The purpose of this project is to determine the reason(s) for the flooring failure.

Scope of Work

The following is the proposed scope of work to help determine the purpose of the project.

Activity 1.1 – Field Investigation

We will mobilize to the project site to investigate the flooring failure. We will review and document the floors current condition including the two areas which have already been cut open to review the underlying concrete. We will expose areas of the bubbles by cutting a square out of the floor and pulling up the area, approximately 1 foot by 1 foot.

Cores will be extracted from the areas where the concrete is exposed. Additionally, several spots where it would be inconspicuous, we extract cores through the entire flooring system. The core holes will be patched with rapid setting non-shrink grout and be adequate to walk on prior to us leaving the site. The cores where the core includes the new athletic floor, we will patch to the bottom of the flooring, so a flooring patch can be placed by McLeod County Fairgrounds.

Activity 1.2 – Laboratory Analysis

The laboratory analysis scope may change after the samples are received and review. The scope of work described here is what we assume will need to be determined source(s) of the failure. If changes are made, we will discuss this with McLeod County Fairground prior to starting the work.

Petrographic observation will be conducted on the cores. These observations are conducted by a petrographer, who is a geologist by education although through work experience has specialized in concrete. Observation of the concrete will look for any deleterious material which would inhibit bond of the flooring system to the concrete substrate.

The substrate layer (between the athletic floor and concrete slab) will be analyzed for composition using X-Ray Diffraction (XRD) in order to determine the composition of the layer.

Fourier Transform Infrared Spectrum will be used to provide insight into the organic chemistry of the layers. Often if organics are detected in the interface of the substrate and concrete, they may inhibit bond.

Activity 1.3 – Engineering and Project Management

An engineering report will be provided to summarize our findings along with any conclusions and opinions. We will also be available for a conference call to discuss the report and findings.

Cost Estimate

Braun Intertec Corporation proposes to provide the services noted above on a Time and Materials basis. Our proposed cost of this work is **\$7,535.50**.

If the scope changes or additional tasks are requested from what is initially outlined above we will notify you and coordinate on additional fees accordingly prior to proceeding with the work.

Schedule

We are available to start the work within 5 business days of being authorized. The laboratory analysis will require 3 to 4 weeks to complete and anticipate completing our report within 5 business days after completion of the laboratory analysis. As the cores are analyzed we will be available for updates on our findings prior to the completion of our report.

Safety

We assume the conditions found at the site will provide a safe working environment for our staff. If conditions are encountered that we feel are not safe, we will contact you immediately and reserve the right to not complete task that are felt un-safe.

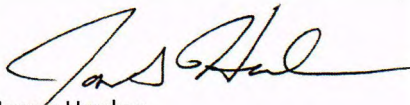
General

We appreciate the opportunity to present this proposal to you. ***Please return the signed copy of this proposal to us in its entirety.*** We have included the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered, please call Alfred Gardiner at 612.685.5125.

Sincerely,

BRAUN INTERTEC CORPORATION



Jason Hanlon
Associate Principal



Gardiner, Alf
Nov 28 2017 11:12 AM

Alfred Gardiner, PE
Principal – Manager Concrete Consulting

Attachments:
Cost Estimate
General Conditions (7-18-16)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB069548

Athletic Floor Investigation

Client:

McLeod County Fairgrounds
Randy Starke
Fairgrounds
840 Century Ave. SW
Hutchinson, MN 55350
320-484-4311
randy.starke@co.mcleod.mn.us

Work Site Address:

Fairgrounds
840 Century Ave. SW
Hutchinson, MN 55350

Service Description:

Flooring Investigation

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Floor Investigation				
Activity 1.1	Field Work				\$2,223.50
298	Concrete Coring	8.00	Hour	204.00	\$1,632.00
1861	CMT Trip Charge	1.00	Each	100.00	\$100.00
1555	Bit wear and patch material, per core	5.00	Each	23.00	\$115.00
199	Principal Engineer	1.50	Hour	251.00	\$376.50
Activity 1.2	Laboratory Work and Data Analysis				\$4,050.00
2101	Petrographic Analysis of Concrete (ASTM C856), per specimen	3.00	Each	900.00	\$2,700.00
3100	X-Ray Diffraction Analysis (XRD), per sample	3.00	Each	250.00	\$750.00
2109	Fourier Transform Infrared Analysis (FT-IR), per sample	2.00	Each	300.00	\$600.00
Activity 1.3	Engineering and Project Management				\$1,262.00
199	Principal Engineer	2.00	Hour	251.00	\$502.00
177	Project Assistant	2.00	Hour	104.00	\$208.00
178	Project Manager	1.00	Hour	136.00	\$136.00
176	Senior Scientist	2.00	Hour	208.00	\$416.00
Phase 1 Total:					\$7,535.50

Proposal Total:	\$7,535.50
------------------------	-------------------

General Conditions

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for costs and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse our costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees, staff time, and other costs and expenses.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s)

empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for costs and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



**McLeod County Highway Department
Project Bid Abstract**

Project Name: SAP 043-598-015 Old Br L5809 Replacement Contract No.:
 Client: McLeod County Highway Department Project No.: SAP 043-598-015
 Bid Opening: 11/28/2017 1:00 PM Owner: McLeod County Highway Department

Project: SAP 043-598-015 - SAP 043-598-015 Old Br L5809 Replacement				Engineers Estimate		Landwehr Construction, Inc.		Mathiowetz Construction		Midwest Contracting, LLC		R & R Excavating		Ram Excavating, Inc.		Land Pride Construction, LLC	
Line No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2021.501 MOBILIZATION	LS	1	\$10,000.00	\$10,000.00	\$6,200.00	\$6,200.00	\$6,500.00	\$6,500.00	\$20,000.00	\$20,000.00	\$2,056.08	\$2,056.08	\$4,700.00	\$4,700.00	\$10,000.00	\$10,000.00
2	2211.501 AGGREGATE BASE CLASS 5	TON	60	\$25.00	\$1,500.00	\$21.00	\$1,260.00	\$30.00	\$1,800.00	\$25.00	\$1,500.00	\$21.10	\$1,266.00	\$40.00	\$2,400.00	\$40.00	\$2,400.00
3	2401.601 STRUCTURE EXCAVATION	LS	1	\$1,000.00	\$1,000.00	\$8,300.00	\$8,300.00	\$2,600.00	\$2,600.00	\$5,000.00	\$5,000.00	\$16,191.74	\$16,191.74	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00
4	2401.601 APPROACH GRADING	LS	1	\$3,000.00	\$3,000.00	\$2,750.00	\$2,750.00	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00	\$12,229.12	\$12,229.12	\$7,500.00	\$7,500.00	\$1.00	\$1.00
5	2412.511 16X4 PRECAST CONCRETE BOX CULVERT	L F	50	\$600.00	\$30,000.00	\$212.00	\$10,600.00	\$335.00	\$16,750.00	\$250.00	\$12,500.00	\$443.65	\$22,182.50	\$542.00	\$27,100.00	\$800.00	\$40,000.00
6	2412.512 16X4 PRECAST CONCRETE BOX CULV END SEC	EACH	2	\$4,000.00	\$8,000.00	\$2,290.00	\$4,580.00	\$2,200.00	\$4,400.00	\$4,500.00	\$9,000.00	\$2,928.48	\$5,856.96	\$4,500.00	\$9,000.00	\$1,500.00	\$3,000.00
7	2442.501 REMOVE EXISTING BRIDGE	LS	1	\$10,000.00	\$10,000.00	\$3,300.00	\$3,300.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$8,550.73	\$8,550.73	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
8	2451.503 GRANULAR BACKFILL (CV)	C Y	50	\$50.00	\$2,500.00	\$30.00	\$1,500.00	\$19.00	\$950.00	\$35.00	\$1,750.00	\$14.34	\$717.00	\$45.00	\$2,250.00	\$40.00	\$2,000.00
9	2451.511 COARSE FILTER AGGREGATE (CV)	C Y	250	\$50.00	\$12,500.00	\$30.00	\$7,500.00	\$22.00	\$5,500.00	\$55.00	\$13,750.00	\$36.97	\$9,242.50	\$65.00	\$16,250.00	\$58.00	\$14,500.00
10	2511.502 RANDOM RIPRAP CLASS III	TON	370	\$65.00	\$24,050.00	\$62.00	\$22,940.00	\$55.00	\$20,350.00	\$50.00	\$18,500.00	\$62.10	\$22,977.00	\$75.00	\$27,750.00	\$70.00	\$25,900.00
11	2557.603 TEMPORARY FENCE DESIGN SPECIAL	L F	80	\$3.00	\$240.00	\$3.00	\$240.00	\$2.00	\$160.00	\$3.00	\$240.00	\$3.25	\$260.00	\$5.00	\$400.00	\$1.00	\$80.00
12	2573.502 SILT FENCE, TYPE MACHINE SLICED	LIN FT	200	\$3.00	\$600.00	\$3.60	\$720.00	\$5.00	\$1,000.00	\$4.00	\$800.00	\$5.00	\$1,000.00	\$5.00	\$1,000.00	\$4.00	\$800.00
Totals for Project SAP 043-598-015					\$103,390.00		\$69,890.00		\$71,010.00		\$98,040.00		\$102,529.63		\$115,850.00		\$123,681.00
% of Estimate for Project SAP 043-598-015							-32.40%		-31.32%		-5.17%		-0.83%		12.05%		19.63%

I hereby certify that this is an exact reproduction of bids received.

Certified By: _____ License No. _____
 Date: _____

Quote Id: 16446443

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Midwest Machinery Co.
4561 Hwy 212
Glencoe, MN 55336
320-864-5571
sales@mmcjd.com

Prepared For:

Mcleod County Hwy Dept

Proposal For:

Delivering Dealer:

Ronald Mielke

Midwest Machinery Co.

4561 Hwy 212

Glencoe, MN 55336

sales@mmcjd.com

Quote Prepared By:

RONALD MIELKE

rmielke@mmcjd.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Midwest Machinery Co.
4561 Hwy 212
Glencoe, MN 55336
320-864-5571
sales@mmcjd.com

Quote Summary
Prepared For:

Mcleod County Hwy Dept
1400 Adams St Se
Hutchinson, MN 55350
Business: 320-234-0234

Delivering Dealer:

Midwest Machinery Co.
Ronald Mielke
4561 Hwy 212
Glencoe, MN 55336
Phone: 320-864-5571
rmielke@mmcjd.com

Quote ID: 16446443

Created On: 28 November 2017

Last Modified On: 28 November 2017

Expiration Date: 28 December 2017

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 5085E Utility Tractor	\$ 48,877.48 X	1 =	\$ 48,877.48
Extended Warranty	Prepaid \$ 0.00 X	1 =	\$ 0.00
Contract: MN Ag Tractors, CUTS, Wide Front Row Crop & OEM Attachments 119214 (PG 12)			
Price Effective Date: November 28, 2017			
Equipment Total			\$ 48,877.48

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 48,877.48
Trade In	
SubTotal	\$ 48,877.48
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 48,877.48
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 48,877.48

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 16446443

Customer Name: MCLEOD COUNTY HWY DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Midwest Machinery Co.
4561 Hwy 212
Glencoe, MN 55336
320-864-5571
sales@mmcj.com

JOHN DEERE 5085E Utility Tractor

Hours:
Stock Number:

Contract: MN Ag Tractors, CUTS, Wide Front Row Crop &
OEM Attachments 119214 (PG 12)

Selling Price *
\$ 48,877.48

Price Effective Date: November 28, 2017

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
696BLV	5085E Utility Tractor	1	\$ 48,559.00	19.00	\$ 9,226.21	\$ 39,332.79	\$ 39,332.79
Standard Options - Per Unit							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 9,117.00	19.00	\$ 1,732.23	\$ 7,384.77	\$ 7,384.77
2120	Air Suspension Seat	1	\$ 710.00	19.00	\$ 134.90	\$ 575.10	\$ 575.10
3025	Deluxe Cornerpost Exhaust	1	\$ 503.00	19.00	\$ 95.57	\$ 407.43	\$ 407.43
3320	Dual Stackable Rear SCV's with Lever Control	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
3400	Less Mid Valves	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
5121	16.9 - 30 In. 6PR R1 Bias	1	\$ -395.00	19.00	\$ -75.05	\$ -319.95	\$ -319.95
6040	MFWD (4 Wheel Drive)	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
6111	11.2 - 24 In. 6PR R1 Bias	1	\$ -283.00	19.00	\$ -53.77	\$ -229.23	\$ -229.23
Standard Options Total			\$ 9,652.00		\$ 1,833.88	\$ 7,818.12	\$ 7,818.12
Dealer Attachments/Non-Contract/Open Market							
RE227949	Engine Block Heater (110V)	1	\$ 108.37	19.00	\$ 20.59	\$ 87.78	\$ 87.78
AL180330	MFWD Front Fenders 14.6 In. (370 mm) Wide	1	\$ 89.13	19.00	\$ 16.93	\$ 72.20	\$ 72.20
LVB25776	Mounting Brackets and Hardware Kit - MFWD Fenders WITHOUT LOADER	1	\$ 836.00	19.00	\$ 158.84	\$ 677.16	\$ 677.16
BLV10120	Beacon Light Kit	1	\$ 237.60	19.00	\$ 45.14	\$ 192.46	\$ 192.46
L113922	Antenna	1	\$ 25.90	19.00	\$ 4.92	\$ 20.98	\$ 20.98
AL80126	Mirror, Telescopic, LH, Manually Adjustable	1	\$ 180.40	19.00	\$ 34.28	\$ 146.12	\$ 146.12

Selling Equipment

Quote Id: 16446443 **Customer Name:** MCLEOD COUNTY HWY DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Midwest Machinery Co.
4561 Hwy 212
Glencoe, MN 55336
320-864-5571
sales@mmcjd.com

AL80127	Mirror, Telescopic, RH, Manually Adjustable	1	\$ 180.40	19.00	\$ 34.28	\$ 146.12	\$ 146.12
RE567557	Radio - AM/FM, Bosch (Standard)	1	\$ 473.76	19.00	\$ 90.01	\$ 383.75	\$ 383.75
Dealer Attachments Total			\$ 2,131.56		\$ 405.00	\$ 1,726.57	\$ 1,726.57
Value Added Services							
	Extended Warranty	1	\$ 0.00			\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 48,877.48
Total Selling Price			\$ 60,342.56		\$ 11,465.09	\$ 48,877.47	\$ 48,877.48



MCLEOD COUNTY HIGHWAY DEPARTMENT

1400 Adams Street SE

Hutchinson, MN 55350

Project SAP 043-603-032 - CSAH 3 PCC Overlay West of Glencoe

Final Pay Request No. 3

Contractor: PCI Roads
14123 42 St NE
St. Michael, MN 55376

Contract No.
Vendor No. 5319
For Period: 8/16/2017 - 10/30/2017
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$3,671,112.27
Contract Changes	(\$6,403.72)
Revised Contract	\$3,664,708.55

Work Certified To Date

Base Bid Items	\$3,669,531.50
Backsheet	\$0.00
Change Order	(\$6,403.72)
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$3,663,127.78

Funds Encumbered

Original	\$3,671,112.27
Additional	N/A
Total	\$3,671,112.27

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 043-603-032	\$3,394.58	\$3,663,127.78	\$0.00	\$3,476,746.54	\$186,381.24	\$3,663,127.78
Percent Retained: 0.0000%						
Amount Paid This Final Pay Request					\$186,381.24	

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

Approved By

County/City/Project Engineer

Date

Approved By PCI Roads

Contractor

Date

MCLEOD COUNTY HIGHWAY DEPARTMENT

1400 Adams Street SE

Hutchinson, MN 55350

Project No. SAP 043-603-032

Final Pay Request No. 3

**McLeod County Highway Department
Certificate of Final Contract Acceptance**

Low S.P. No.: SAP 043-603-032

Final Voucher No.: 3

Contract No.:

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

Dated 10/30/17 Signature Phillip Bulley 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 \$3,663,127.78 and agrees to the amount of \$186,381.24 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor PCI Roads By Gary Gulden

And _____ And _____

State of Minnesota, McLeod County Highway Department

On This 16 Day Nov, 2017 Before me appeared _____ To me known to
Before me

(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)

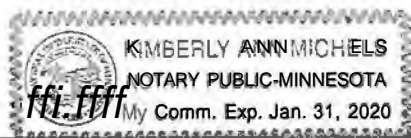
Gary Gulden And _____, to me personally known, who, being each by me duly sworn

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

PCI Roads LLC 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 Governors and said President and _____
acknowledged said instrument to be the free act and deed of said Corporation.

Notarial



Seal

My Commission as Notary Public in Hennepin CountyExpires 1/31/20Signature fafa/b. Michels

MCLEOD COUNTY HIGHWAY DEPARTMENT

1400 Adams Street SE

Hutchinson, MN 55350

Project No. SAP 043-603-032

Final Pay Request No. 3

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

MCLEOD COUNTY HIGHWAY DEPARTMENT

1400 Adams Street SE

Hutchinson, MN 55350

Project No. SAP 043-603-032

Final Pay Request No. 3

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

Contract Number:

Contractor:

Date Certified:

Payment Number:

5319- PCI Roads

10/30/2017

3

Whereas; Contract No. 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 McLeod County Highway Department and authorize final payment as specified herein.

McLeod County Highway Department

State of Minnesota

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

Dated this _____ day of _____, 20____

Dated this _____ day of _____, 20____

At _____, Minnesota

At _____, Minnesota

Signed By _____

Signed By _____
County _____
County _____

(SEAL)

MCLEOD COUNTY HIGHWAY DEPARTMENT

1400 Adams Street SE

Hutchinson, MN 55350

Project No. SAP 043-603-032

Final Pay Request No. 3

SAP 043-603-032 Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	05/01/2017	07/14/2017	\$3,105,876.61	\$155,293.83	\$2,950,582.78
2	07/15/2017	08/15/2017	\$553,856.59	\$27,692.83	\$526,163.76
3	08/16/2017	10/30/2017	\$3,394.58	(\$182,986.66)	\$186,381.24
Totals:			\$3,663,127.78	\$0.00	\$3,663,127.78

SAP 043-603-032 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
001	3,617,004.78	0.00	3,432,929.69	184,075.09	3,617,004.78
002	46,123.00	0.00	43,816.85	2,306.15	46,123.00
Totals:	\$3,663,127.78	\$0.00	\$3,476,746.54	\$186,381.24	\$3,663,127.78

SAP 043-603-032 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
00332	Local (County)	2,306.15	97,570.00	97,570.00	46,123.00
00332-01	Regular (CSAH)	184,075.09	3,567,138.55	3,573,542.27	3,617,004.78
Totals:		\$186,381.24	\$3,664,708.55	\$3,671,112.27	\$3,663,127.78

MCLEOD COUNTY HIGHWAY DEPARTMENT

1400 Adams Street SE

Hutchinson, MN 55350

Project No. SAP 043-603-032

Final Pay Request No. 3

SAP 043-603-032 Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
BASE									
1	2011.601	CONSTRUCTION SURVEYING	LS	\$44,940.00	1	0	\$0.00	1	\$44,940.00
2	2021.501	MOBILIZATION	LS	\$302,000.00	1	0	\$0.00	1	\$302,000.00
3	2104.505	REMOVE BITUMINOUS PAVEMENT	S Y	\$16.00	225	0	\$0.00	351	\$5,616.00
23	2105.607	HAUL AND STOCKPILE EXCESS MATERIAL	C Y	\$11.00	8870	0	\$0.00	4193	\$46,123.00
4	2112.619	SHOULDER PREPARATION	RDST	\$365.00	340	0	\$0.00	340	\$124,100.00
5	2221.501	SHOULDER BASE AGGREGATE CLASS 5 MOD	TON	\$7.00	4092	0	\$0.00	7566	\$52,962.00
6	2232.501	MILL BITUMINOUS SURFACE (VAR. DEPTH) (P)	SQ YD	\$1.35	99049	7258	\$9,798.30	99049	\$133,716.15
7	2301.504	"PLACE CONCRETE PAVEMENT 6" " (P)	S Y	\$4.52	120845	0	\$0.00	120810	\$546,061.20
24	2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	LB	\$1.50	5500	0	\$0.00	134	\$201.00
8	2301.511	STRUCTURAL CONCRETE (P)	C Y	\$98.24	20311	0	\$0.00	21421	\$2,104,399.04
9	2301.601	Concrete W/C Ratio Incentive/Disincentive	Lump Sum	\$55,000.00	1	0	\$0.00	1.086248	\$59,743.64
10	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.00	623	0	\$0.00	489	\$978.00
11	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	TON	\$69.00	2912	0	\$0.00	1464	\$101,016.00
12	2399.601	Concrete Ride Incentive/Disincentive	LS	\$90,000.00	1	0	\$0.00	1.2206863	\$109,861.77
13	2540.602	MAIL BOX SUPPORT	EACH	\$100.00	28	0	\$0.00	28	\$2,800.00
14	2540.602	RELOCATE MAIL BOX SUPPORT	EACH	\$35.00	28	0	\$0.00	28	\$980.00
15	2563.601	TRAFFIC CONTROL	LS	\$6,900.00	1	0	\$0.00	1	\$6,900.00
16	2574.525	COMMON TOPSOIL BORROW	C Y	\$60.00	200	0	\$0.00	180	\$10,800.00
17	2582.502	"4" SOLID LINE PAINT"	LF	\$0.17	8531	0	\$0.00	8960	\$1,523.20
18	2582.502	"6" SOLID LINE PAINT"	LF	\$0.18	68750	0	\$0.00	68270	\$12,288.60
19	2582.502	"4" BROKEN LINE PAINT"	LF	\$0.17	6463	0	\$0.00	6340	\$1,077.80
20	2582.502	"4" DOUBLE SOLID LINE PAINT"	LF	\$0.34	1690	0	\$0.00	1690	\$574.60
21	2582.602	FORMED 4" GROOVE FOR PAINT STRIPE	LIN FT	\$0.01	68000	0	\$0.00	18680	\$186.80
22	2582.602	FORMED 6" GROOVE FOR PAINT STRIPE	LIN FT	\$0.01	68750	0	\$0.00	68270	\$682.70

MCLEOD COUNTY HIGHWAY DEPARTMENT

1400 Adams Street SE

Hutchinson, MN 55350

Project No. SAP 043-603-032

Final Pay Request No. 3

SAP 043-603-032 Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Totals For Section BASE:							\$9,798.30		\$3,669,531.50
Change Order 2 - Pavement Thickness Deficiency									
25	2301.511	Concrete Pavement Thickness Deficiencies	Lump Sum	(\$6,403.72)	1	1	(\$6,403.72)	1	(\$6,403.72)
Totals For Change Order 2 - Pavement Thickness Deficiency:							(\$6,403.72)		(\$6,403.72)
Project Totals:							\$3,394.58		\$3,663,127.78

SAP 043-603-032 Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
C01	Change Order	8/15/2017	Due to the modification of the profile as determined by the pre-milling survey and analysis and minor field adjustments to the right turn lane, the following "P" items will be revised: Item 2301.504 Place Concrete Pavement 6" decreases from 120,845 SY to 120,810 SY Item 2301.511 Structural Concrete increases from 20,311 CY to 20,401 CY.	\$0.00	\$0.00
C02	Change Order	9/12/2017	The 2301 Concrete Paving Mix specification located in MnDOT's Standard Specifications for Construction 2016 edition provides for a deduction for short concrete cores. Cores associated with the probing specification as well as random cores were taken along the project and official pavement thicknesses were determined by MnDOT. Deductions were determined using 2301.3L on pages 152-155 of the MnDOT Specifications. The cores measurements and computations are located in the Engineer's Project File. The Contractor received a deduction of -\$6,403.72 for pavement thickness deficiency on the contract.	(\$6,403.72)	(\$6,403.72)
Contract Change Totals:				(\$6,403.72)	(\$6,403.72)



County of McLeod

830 11th Street East
Glencoe, Minnesota 55336
FAX (320) 864-1809

COMMISSIONER RON SHIMANSKI

1st District
Phone (320) 327-0112
23808 Jet Avenue
Silver Lake, MN 55381
Ron.Shimanski@co.mcleod.mn.us

COMMISSIONER DOUG KRUEGER

2nd District
Phone (320) 864-5944
9525 County Road 2
Glencoe, MN 55336
Doug.Krueger@co.mcleod.mn.us

COMMISSIONER PAUL WRIGHT

3rd District
Phone (320) 587-7332
15215 County Road 7
Hutchinson, MN 55350
Paul.Wright@co.mcleod.mn.us

COMMISSIONER RICH POHLMEIER

4th District
Phone (320) 587-6084
207 1st Ave S
Brownston, MN 55312
Rich.Pohlmeier@co.mcleod.mn.us

COMMISSIONER JOE NAGEL

5th District
Phone (320) 587-8693
20849 196th Road
Hutchinson, MN 55350
Joseph.Nagel@co.mcleod.mn.us

COUNTY ADMINISTRATOR - INTERIM

CINDY SCHULTZ FORD
Phone (320) 864-1363
830 11th Street East, Suite 110
Glencoe, MN 55336
Cindy.Schultz@co.mcleod.mn.us

Resolution 17-CB-38

Authorizing the County to Make Application to the Minnesota Secretary of State for the Elections Voting Equipment Grant

WHEREAS, the Minnesota State legislature passed in the 2017 Special Legislative Session that appropriated \$7 million in grant funding to be used to replace the aging voting equipment or enhance the integrity of the voting system through the use of electronic rosters, referred to as electronic pollbooks;

WHEREAS, the Legislation focused on the advancement of pollbooks in polling locations, but authorized an appropriation as follows: a political subdivision is eligible to receive a grant of no more than 75% of the total cost of electronic roster equipment and/or 50% of the total cost of all other equipment or technology;

WHEREAS, the approved Grant is far less than the amount necessary for all Counties to get their needs met, the Minnesota Secretary of State determined that the Grant would be appropriated to Counties based upon the number of precincts within the County;

WHEREAS, if all 87 Counties request enough funding for all precincts, the Grant would be limited to \$1,699 per precinct, which is far less than what would be needed. If the Grant requests are less than whole for every County in the state, the grant per precinct would be increased. The maximum grant per precinct is no more than \$5,000;

WHEREAS, the County must agree to provide a match of at least 25% of the amount needed to be used for electronic pollbooks and/or an equal 50% match of the acquisition of any other voting equipment;

WHEREAS, in 2002, McLeod County purchased optical scan precinct tabulators for each of the polling locations. This purchase was share 50% by County and 50% by the Municipalities;

WHEREAS, due to the age and deficiencies in the existing optical scan tabulators causing misreads and failures. We find a need to update the tabulators;

WHEREAS, with advancement of electronic pollbook technology the staff would see efficiency from manually updating voter registrations and voters record indicating that they voted in each election. It takes approximately six (6) weeks following each election of staff time to update voter registrations and voters record;

WHEREAS, the use of electronic pollbooks will greatly reduce or possibly eliminate the manual process, allowing staff to work on other tasks. Additionally, many of the voter registrations completed on election day are incomplete or not legible to read;

WHEREAS, the benefits of an electronic pollbook include the following:

- Allow an election judge to update data from a scanned driver's license
- Cue an election judge to ask for and input data not populated from a scanned driver's license or Minnesota ID card
- Alert the judge if the voter is not eligible to vote
- Alert the judge if the voter has already voted
- Provide the judge with the voters' correct polling place if they are in the incorrect one
- Allow the judge to electronically register a voter
- Allow the registrations to be electronically uploaded to the State Voter Registration System (SVRS)
- Allow the voter's history to be electronically uploaded to SVRS;

WHEREAS, the County wishes to advance technology in the precincts with the use of electronic pollbook technology in the polling locations. The benefits to the voters, and integrity of the elections process will be greatly enhanced through the use pollbooks and the County finds it in the interest of the voters and residents of McLeod County to leverage the available funds from the grant;

WHEREAS, the total cost of the eligible costs for the Grant are \$140,000, which includes the hardware and software, and at a minimum, the County's contribution can be no less than \$75,125;

WHEREAS, based upon the estimates provided by the Minnesota Secretary of State, the minimum Grant will be no less than \$47,572, which will require the County to provide additional funding for the technology.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioner in and for the County of McLeod, Minnesota that the County Auditor-Treasurer is authorized to make application to the Minnesota Secretary of State for the purpose of acquiring the Voting Equipment Grant.

Dated: December 7, 2017

Joe Nagel, Board Chair

Cindy Schultz Ford, Interim County Administrator

McLeod County Application for Voting Equipment Grant

In accordance with the requirements of
Minnesota Statutes section 206.95

Minnesota Secretary of State Steve Simon

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Section A. General Instructions

The Office of the Minnesota Secretary of State (OSS) is currently soliciting applications from jurisdictions for grants to purchase voting equipment.

\$7,000,000 has been appropriated to the Voting Equipment Grant Account. Grants of up to \$5,000 per precinct may be made to purchase any combination of optical scan counters (OS), assistive voting devices (AVD), or electronic rosters until the appropriation is exhausted. If the grant requests exceed the appropriation available, the secretary of state will prorate the grant amounts to each eligible jurisdiction to match the amount available. Jurisdictions must agree to provide a local match at least equal to the amount of the grant received that is used for optical scan or assistive voting devices (i.e. at least 50% of total cost), and at least equal to one-fourth the amount of the grant received that is used for electronic rosters (i.e. at least 25% of total cost).

Applications must be received by 4 p.m. December 15, 2017. Funds are expected to be awarded by Jan. 31, 2018 and funds must be used by August 31, 2019. Awarded funds not used must be returned to the Minnesota Office of the Secretary of State by August 31, 2019.

In order to apply for these funds, jurisdictions must answer all questions fully and completely on this application. All county applications must include a resolution from the county board of commissioners approving the application for these funds. All municipality or school district applications must include a resolution from the city council, town board or school district board approving the application for these funds; and must include a letter from the county auditor(s) agreeing to assist the municipality/school district in use of the equipment.

Section B. Contact Information

Name of Individual Submitting Application:	Cindy Schultz Ford
Jurisdiction: (Political Subdivision)	McLeod County
Title of Individual Submitting Application:	Auditor-Treasurer
Address of Individual Submitting Application:	2391 Hennepin Avenue North Glencoe, MN 55336
E-Mail of Individual Submitting Application:	Cindy.Schultz@co.mcleod.mn.us
Phone:	320-864-1210
Fax:	320-864-3268
Federal Tax ID of Jurisdiction:	41-6005841

Section C. Existing Equipment Information

List the type of equipment currently used in each precinct, the model, the date acquired, the cost, total registered voters as of application date. **See example application.

Precinct	a. OS b. AVD c. E roster	Model	Month/Year Acquired: MM/YYYY	Total Cost:	Registered Voters
Acoma Township	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	767
Bergen Township	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	593
Brownton City Sumter Township	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	415 312
Collins Township Stewart City	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	285 266
Glencoe City P-1 Glencoe City P-2 (combined polling location)	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	748 741
Glencoe City P-3 Glencoe City P-4 (combined polling location)	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	795 705
Glencoe Township	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 07/2010	a. \$4,739.25 b. \$5,365.13	341
Hale Township	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	568
Hassan Valley Township	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	413
Helen Township	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	555
Hutchinson City P-1	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	2623
Hutchinson City P-2 (Shares AutoMark with P-1)	a. ESS b. ESS	a. M100	a. 07/2002	a. \$4,739.25	2519

Precinct	d. OS e. AVD f. E roster	Model	Month/Year Acquired: MM/YYYY	Total Cost:	Registered Voters
Hutchinson City P-3 (Shares AutoMark with P-1)	a. ESS	a. M100	a. 07/2002	a. \$4,739.25	2845
Hutchinson Township	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	771
Lester Prairie City	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	969
Lynn Township	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	354
Penn Township	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	202
Rich Valley Township	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	451
Silver Lake City	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	461
Winsted City	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	1259
Winsted Township	a. ESS b. ESS	a. M100 b. AutoMark	a. 07/2002 b. 09/2006	a. \$4,739.25 b. \$5,964.00	615
Biscay City Plato City Round Grove Township (Mail Ballot Precincts)	a. ESS b. ESS	a. DS200 b. AutoMark	a. 07/2016 b. 09/2006	a. \$4,935.00 b. \$5,964.00	69 213 147

Section D. Proposed Equipment Information

List the type of equipment being acquired for each precinct, whether the voting system will permit individuals with disabilities to cast a secret ballot, the proposed schedule for purchasing and implementation, whether the political subdivision has previously applied for a grant from the Voting Equipment Grant Account (VEGA) and the disposition of that application.

Precinct	A. OS Pr B. OS Cent C. AVD D. E roster	Permit Disability to cast secret ballot? Y/N	Proposed purchase Cost	Proposed purchase Date	Proposed Implemen- tation Date	Previously Applied for VEGA grant? Y/N	Grant Disposition Approved or Denied
Acoma Township	A,D	No	A \$5,375 D \$1,280 D \$1,280	03/2018	08/2018	No	N/A
Bergen Township	A,D	No	A \$5,375 D \$1,280 D \$1,280	03/2018 03/2018	08/2018	No	N/A
Brownton City Sumter Township (combined polling location)	A,D	No	A \$5,375 D \$1,280 D \$1,280	03/2018	08/2018	No	N/A
Collins Township Stewart City (combined polling location)	A,D	No	A \$5,375 D \$1,280 D \$1,280	03/2018	08/2018	No	N/A
Glencoe City P-1 Glencoe City P-2	A,D	No No	A \$5,375 D \$1,280 D \$1,280 D \$1,280	03/2018	08/2018	No	N/A
Glencoe City P-3 Glencoe City P-4	A,D	No No	A \$5,375 D \$1,280 D \$1,280 D \$1,280	03/2018	08/2018	No	N/A
Glencoe Township	A,D	No	A \$5,375 D \$1,280	03/2018	08/2018	No	N/A
Hale Township	A,D	No	A \$5,375 D \$1,280	03/2018	08/2018	No	N/A
Hassan Valley Township	A,D	No	A \$5,375 D \$1,280	03/2018	08/2018	No	N/A
Helen Township	A,D	No	A \$5,375 D \$1,280	03/2018	08/2018	No	N/A
Hutchinson City P-1	A,D	No	A \$5,375 D \$1,280 D \$1,280 D \$1,280 D \$1,280 D \$1,280	03/2018	08/2018	No	N/A
Hutchinson City P-2	A,D	No	A \$5,375 D \$1,280 D \$1,280 D \$1,280 D \$1,280 D \$1,280	03/2018	08/2018	No	N/A

Hutchinson City P-3	A,D	No	A \$5,375 D \$1,280 D \$1,280 D \$1,280 D \$1,280 D \$1,280	03/2018	08/2018	No	N/A
Hutchinson Township	A,D	No	A \$5,375 D \$1,280	03/2018	08/2018	No	N/A
Lester Prairie City	A,D	No	A \$5,375 D \$1,280 D \$1,280 D \$1,280	03/2018	08/2018	No	N/A
Lynn Township	A,D	No	A \$5,375 D \$1,280	03/2018	08/2018	No	N/A
Penn Township	A,D	No	A \$5,375 D \$1,280	03/2018	08/2018	No	N/A
Rich Valley Township	A,D	No	A \$5,375 D \$1,280	03/2018	08/2018	No	N/A
Silver Lake City	A,D	No	A \$5,375 D \$1,280 D \$1,280	03/2018	08/2018	No	N/A
Winsted City	A,D	No	A \$5,375 D \$1,280 D \$1,280 D \$1,280	03/2018	08/2018	No	N/A
Winsted Township	A,D	No	A \$5,375 D \$1,280 D \$1,280	03/2018	08/2018	No	N/A
Biscay City Plato City Round Grove Township	A,D	No	A \$5,375 D \$1,280 D \$1,280 D \$1,280	03/2018	08/2018	No	N/A
Total	A		\$118,250				
	D		\$ 64,000				
GRAND TOTAL			\$182,250				

Section E. Funding Information

A. Total # of Precincts in Jurisdiction:	<u>28</u>
B. Maximum grant per precinct	<u>\$5,000</u>
C. Maximum Jurisdiction Grant (AxB=C)	<u>\$140,000</u>
D. Jurisdiction's remaining HAVA Funds	<u>\$0.00</u>

OS/AVD

OS/AVD Purchase Cost

1. Total Cost of optical scan counters purchase	<u>\$ 91,375</u>
2. Total Cost of assistive voting devices purchase	<u>\$ 0</u>
3. Total Cost of combined OS/AVD units purchase	<u>\$ 26,875</u>
4. Total Cost of OS/AVD Purchase (Lines 1+2+3)	<u>\$118,250</u>
5. Line 4 divided by 2 =	<u>\$59,125</u>

Jurisdiction OS/AVD Funding

The total amount and source of political subdivision's matching funds for optical scan or AVDs:

6. General Funds	<u>\$ 59,125</u>	
7. HAVA Funds (county plan)	<u>\$0.00</u>	
8. _____	<u>\$ _____</u>	
9. Total political subdivision funds for optical scan and AVDs (Line 9 must be greater than or equal to Line 5)		<u>\$ 59,125</u>

Requested OS/AVD Grant Funding

10. The total amount of the grant requested for optical scan units:	<u>\$ 91,375</u>
11. The total amount of the grant requested for assistive voting devices:	<u>\$0</u>
12. The total amount of the grant requested for combined OS/AVDs:	<u>\$ 26,875</u>
13. The total amount requested for OS/AVD grant funding (Lines 10+11+12) (Line 4 – Line 9 = Line 13)	<u>\$ 59,125</u>

Electronic Rosters

Total Purchase Cost Electronic Rosters

14. Total Cost of electronic rosters purchase	<u>\$64,000</u>
15. Line 14 divided by 4 =	\$16,000

The total amount and source of political subdivision's matching funds for electronic rosters:

16. General Funds	<u>\$ 16,000</u>	
17. HAVA Funds (county plan)	<u>\$0</u>	
18. _____	<u>\$ _____</u>	
19. Total political subdivision funds for electronic rosters (Line 19 must be greater than or equal to Line 15)		<u>\$ 16,000</u>

20. The total amount of the grant requested for electronic rosters: (Line 14 – Line 19 = Line 20)	<u>\$ 48,000</u>
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Total Grant Requested

21. The total amount of the grant requested (Lines 13+20): (Line 21 must be less than or equal to Line C)	<u>\$ 107,125</u>
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Note: Lines 4+14 also equals **Section D** proposed purchase cost column total

Section F. Certification

I certify that Voting Equipment Grant funds will be used only to purchase (1) an electronic voting system, or any individual component of an electronic voting system as provided in section 206.56, subdivision 8; (2) assistive voting technology; or (3) an electronic roster system meeting the technology requirements of section 201.225 subdivision 2. I further certify that the jurisdiction has insufficient resources to purchase the voting system without obtaining a grant from the fund. I further certify that all information provided in this application is true and accurate.

Name of Jurisdiction: McLeod County

Printed Name of Individual

Submitting Application: Cindy Schultz Ford

Title of Applicant: Auditor-Treasurer

Signature: _____ **Date:** _____

Please check one:

- ☐ For county application, see attached county board resolution approving the application for these funds.
- ☐ For municipality or school district application, see attached resolution from the city council, town board or school district board approving the application for these funds; and see attached letter from the county auditor(s) agreeing to assist the municipality/school district in use of the equipment.

Mail the completed application and all accompanying worksheets and documents to:

MN Secretary of State
Attention: Brad Anderson
180 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155-1299

If necessary, applications may be submitted by fax or email. Please follow with hard copy.

Fax: 651-296-9073
Bradley.k.anderson@state.mn.us

DEADLINES:

All grant application submissions must be received by 4:00 p.m. Friday December 15, 2017.

If you have any questions please call Brad Anderson at 651-556-0642.



County of McLeod

830 11th Street East
Glencoe, Minnesota 55336
FAX (320) 864-1809

COMMISSIONER RON SHIMANSKI

1st District
Phone (320) 327-0112
23808 Jet Avenue
Silver Lake, MN 55381
Ron.Shimanski@co.mcleod.mn.us

COMMISSIONER DOUG KRUEGER

2nd District
Phone (320) 864-5944
9525 County Road 2
Glencoe, MN 55336
Doug.Krueger@co.mcleod.mn.us

COMMISSIONER PAUL WRIGHT

3rd District
Phone (320) 587-7332
15215 County Road 7
Hutchinson, MN 55350
Paul.Wright@co.mcleod.mn.us

COMMISSIONER RICH POHLMEIER

4th District
Phone (320) 587-6084
207 1st Ave S
Brownton, MN 55312
Rich.Pohlmeier@co.mcleod.mn.us

COMMISSIONER JOE NAGEL

5th District
Phone (320) 587-8693
20849 196th Road
Hutchinson, MN 55350
Joseph.Nagel@co.mcleod.mn.us

COUNTY ADMINISTRATOR - INTERIM

CINDY SCHULTZ FORD
Phone (320) 864-1363
830 11th Street East, Suite 110
Glencoe, MN 55336
Cindy.Schultz@co.mcleod.mn.us

RESOLUTION 17-CB-42

ESTABLISH SALARY, SCHEDULE OF PER DIEM PAYMENTS AND EXPENSE ALLOWANCES FOR COMMISSIONERS

WHEREAS, Chapter 375.055 of Session Laws 2017 provides for a method of determining county commissioners' compensation, per diem and expense allowance; and,

WHEREAS, the resolution establishing the salary, schedule of per diem payments and expense allowances must be adopted by the County Board of Commissioners prior to January 1 of each year to become effective on January 1 of the next following year; and,

WHEREAS, the Board of Commissioners of McLeod County, after due deliberation and consideration, has determined the annual salary, schedule of per diem payments and expense allowance that will be effective January 1, 2018, and thereafter until changed by resolution of the said Board in a manner as provided by law.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Commissioners of McLeod County as follows:

- a) That the annual salary of each County Commissioner of McLeod County shall be the sum of \$29,352 beginning January 1, 2018, payable in not less than monthly increments, less deductions as authorized or required by law, and shall be paid to such Commissioner during the interval as he or she is qualified to hold office.
- b) That each individual County Commissioner shall be paid a per diem of \$125 per full day and \$75 per half day and/or evening consisting of four hours or less to be paid to the Commissioners making application, who by proper designation and authorization from the County Board, as required by law, serves on any board, committee or commission of county government.

- c) That in addition to the salary and per diems set forth herein, each individual County Commissioner may be paid his or her actual and necessary expenses with mileage allowance of \$0.35 per mile for necessary travel on official business of the county by private conveyance.

Adopted this 7th day of December 2017.

Joe Nagel, Chairperson

Cindy Schultz Ford, Interim County Administrator