

**MAY 16, 2017
MCLEOD COUNTY
BOARD MEETING WILL
BE HELD AT
THE GLENCOE CITY
CENTER
1107 11TH STREET
GLENCOE, MN**

**McLEOD COUNTY
BOARD OF COMMISSIONERS
PROPOSED MEETING AGENDA
MAY 16, 2017**

1 9:00 CALL TO ORDER

PLEDGE OF ALLEGIANCE

2 9:03 CONSIDERATION OF AGENDA ITEMS*

3 9:04 CONSENT AGENDA*

- A. May 2, 2017 Meeting Minutes and Synopsis.
- B. April 28, 2017 Auditor's Warrants.
- C. May 5, 2017 Auditor's Warrants.
- D. Approve Memorandum of Agreement with MNPEA Communication Officer/Correctional Officer that will establish eight (8), ten (10) and twelve (12) hour shifts for Civilian Communications Officers.
- E. Approve the purchase 6 PCs for the Assessor's Office from SHI for \$3,924 with funds from the Recorder's Compliance Fund.
- F. Approve 911 Tariff Amendments for PS/ALI Services. IES is the 911 service order provider that stores and supplies detailed data on our 911 calls. IES recently filed a tariff revision with the PUC, Public Utilities Commission, which affects the agreement we have with them. The monthly recurring fee for PS/ALI data has increased from \$8.77 to \$10.77 per 100 records per month. Since we are paying on a yearly basis, the increase will be implemented January 1, 2018.
- G. Approve contract between McLeod County Public Health and UCare, for reimbursement of billable Public Health Services and Car Seat Education.
- H. Approve contract between McLeod County Social Services and UCare, for reimbursement of Targeted Case Management and Chemical Dependency Assessment services.
- I. Adopt Resolution 17-CB-16 National Police Week from May 21 to May 27, 2017.
- J. Approve renewal of Mining Conditional Use Permit CUP 17-02 requested by Randy Peterson for gravel mining and stockpiling on property owned by Triple B Farms, Lowell Baumetz and Daniel Baumetz. Of the 21 acre site, there less than 5 acres remaining to be mined. Restoration will be for wildlife purposes. This property is located in Section 22 of Hassan Valley Township. The Hassan Valley Township Board recommended approval at their regular meeting on April 11, 2017. The Planning Advisory Commission recommended approval with the following conditions:
 - 1. The hours of operation shall be 6:00AM to 8:00PM on Monday's through Friday's and Saturdays until 12:00 P.M.
 - 2. All MPCA permits shall be maintained.
 - 3. Applicant shall obtain a DNR Dewatering Permit.
 - 4. No wetland or floodplain impacts shall take place unless prior approval from any agency with jurisdiction.
 - 5. There shall be no stockpiling within floodplain or wetland areas.
 - 6. A letter of credit or restoration bond in the amount of \$5,000 shall be submitted to the Zoning Office prior to the County Board meeting scheduled on May 16, 2017.
 - 7. All Local, State, and Federal permits shall be applied for if needed.

8. Applicant shall follow restoration plan with a back-sloping at an 8:1 grade if restoring into farmland and a 4:1 grade for wildlife purposes.
 9. Applicant shall notify Zoning Office as restoration takes place so an inspection can be made.
- K. Approve Conditional Use Permit 17-03 requested by Wm. Mueller & Sons of Hamburg, MN to renew an existing gravel mining and excavation permit to include crushing, screening stockpiling and recycling on property owned by Anna Ulrich. The restoration will be for Wild Life purposes. This property is located in Section 21 of Hassan Valley Township. Hassan Valley Township recommended approval on April 11, 2017. The Planning Advisory Committee recommended approval on April 26, 2017 with the following conditions:
1. The hours of operation shall be 6:00AM to 8:00PM on Monday's through Friday's and Saturdays until 12:00 P.M.
 2. A letter of credit or bond in the amount of \$25,000.00 shall be submitted to the Zoning Office prior to the County Board meeting on May 16, 2017.
 3. The existing access to CR 71 shall be used.
 4. No wetland or floodplain impacts shall take place unless prior approval from any agency with jurisdiction.
 5. Applicant shall apply for a DNR Dewatering Permit, if needed.
 6. Applicant shall follow restoration plan for Wild Life purposes with backsloping at a 4:l grade.
 7. Applicant shall notify Zoning Office as restoration takes place so an inspection can be made.
 8. All MPCA Permits shall be maintained.
- L. Approve Conditional Use Permit 17-04 requested by Wm. Mueller & Sons of Hamburg, MN to renew a gravel mining and excavation permit to include crushing and stockpiling on property owned by Gary Hemmann. The restoration will be for Wild Life purposes. This property is located in Section 21 of Hassan Valley Township. Hassan Valley Township recommended approval on April 11, 2017. The Planning Advisory Committee recommended approval on April 26 with the following conditions:
1. The hours of operation shall be 6:00 A.M to 8:00 P.M., Monday through Friday and until 12:00 P.M. on Saturdays.
 2. A letter of credit or bond in the amount of \$18,000.00 shall be submitted to the Zoning Office prior to the County Board meeting on May 16, 2017.
 3. Dust control on 160th Street as needed.
 4. All MPCA Permits shall be maintained.
 5. No wetland or floodplain impacts shall take place unless prior approval from any agency with jurisdiction, including no stockpiling within the designated floodplain areas.
 6. Applicant shall apply for a DNR Dewatering Permit, if needed.
 7. Applicant shall meet all NPDES Permit requirements.
 8. Applicant shall maintain a 100 foot setback with any excavation from the river.
 9. Applicant shall submit a Wetland Delineation for the area of mining and stockpiling to be reviewed by any jurisdiction for impacts.
 10. Applicant shall follow restoration plan for farmland purposes with backsloping at an 8:l grade.
 11. Applicant shall notify Zoning Office as restoration takes place so an inspection can be made.

4 PAYMENT OF BILLS - COMMISSIONER WARRANT LIST*

5 9:05 CONTEGRITY – Construction Manager Sam Lauer

A. Construction Update.

6 9:10 BUILDING SERVICES – Building Maintenance Supervisor Scott Grivna

A. Consider approval to replace carpeting in Courtroom #3 in conjunction with renovation, as well as the carpet in the probation office room MCI Inc. (Waite Park, MN) for \$14,504 with funding from building major repair funds.*

Additional quote received: Absolute (Minneapolis, MN) \$15,685.

7 9:15 ROAD AND BRIDGE – Engineer John Brunkhorst

A. Consider award of CP 17-000-01 & CP 17-000-02, Countywide Sealcoat and Pavement Marking to Scott Construction (Lake Delton, WI) with a low bid of \$388,666.14 with funding coming from the 2017 Highway budget.*

The Scott Construction bid was approximately 8.8% under the engineer's estimate.

Additional bids received: Morris Sealcoat & Trucking (Morris, MN) \$396,088.03 and Astech Corp. (St. Cloud, MN) \$403,623.75.

This project includes a fog seal of the Fairgrounds parking lots for an approximate cost of \$6,800. These funds are in the 2017 Parks/Fairgrounds budget.

B. Consider award of SAP 43-603-032, concrete overlay project on County State Aid Highway 3 between CR 75 and Glencoe to PCI Roads (St. Michael, MN) with a low bid of \$3,671,112.27 with funding coming from State Aid.*

The PCI Roads bid was approximately 6.5% under the engineer's estimate.

Additional bid received: S.M. Hentges & Sons, Inc. (Jordan, MN) \$4,495,789.85.

8 9:25 SOLID WASTE – Interim Director Sarah Young

A. Consider approval of a two year service agreement extension with West Central Sanitation of Willmar for the continued servicing of the McLeod County rural drop-box and township recycling sites at a cost of \$41.45 per service.*

B. Consider approval of a two year service agreement extension with West Central Sanitation of Willmar for the continued servicing of the McLeod County municipal curbside recycling program at a cost of \$3.14/month/household, and \$2.63/month/apartment unit.*

9 9:35 UNITED COMMUNITY ACTION PARTNERSHIP – Family Services Manager Kelsey Wichman

A. Consider adoption of Resolution 17-CB-17 for Family Homeless Prevention and Assistance Program.*

10 9:40 ASSESSORS OFFICE – Assessor Sue Schultz

- A. Consider settlement offer on Parcel 22.137.0132 Glencoe Shopko.*

11 10:00 PLANNING AND ZONING – Administrator Larry Gasow

- A. Consider approval of Conditional Use Permit 17-05 requested by Evan Carlson, Director of Land and Legal at Innovative Power Systems of Roseville, MN for a 1-Megawatt Solar Garden Facility to be known as "BARONE CSG" on property owned by Andy & Kimberly Barone of Watertown, MN. The property legal description is 10.12 AC PIERSON ESTATES, in Section 15 of Winsted Township.*

The Board of Winsted Township held their monthly meeting on Thursday, April 13, 2017 and recommended not approving the conditional use permit until the following recommended conditions are met:

1. All existing tile in the said area shall be identified and replaced at the expense of the landowner prior to the project starting.
2. All project inverters to be moved to the eastern edge of the property away from the adjacent land owner.

The McLeod County Planning Advisory Commission unanimously recommended approval on April 26, 2017 with the following conditions:

1. A Bond or Letter of Credit in the amount of \$20,000 per megawatt (1 MW @ \$20,000) shall be provided to the Zoning Office prior to any permits being issued.
2. A decommissioning and restoration plan shall be submitted to warrant the total Bond amount.
3. Contractors Proof of Insurance during construction of the facility.
4. Contact person name and phone number for noxious weed control and other concerns will be filed with the zoning office and there shall be a place card posted at the site entrance.
5. Applicant shall contact Minnesota DNR to ensure compliance with new Minnesota Buffer Protection Law.
6. Applicant shall contact Ryan Freitag, SWCD Program Director, to ensure proper ditch setbacks are met.
7. A landscape buffer plan and vegetative management plan shall be provided to the Zoning Office.
8. Applicant shall maintain proper site care and noxious weed control.
9. Applicant shall contact expert tile engineer to determine tile locations and all other tile concerns.
10. Any damage to public or private drainage tile shall be repaired or replaced by the applicant.
11. Applicant shall meet all NPDES Permit requirements if required.
12. Agricultural fencing with two strands of barbed wire shall be installed for site security.
13. Access to the ditch on the eastern side of the property to be maintained for future maintenance needs, cleaning, and tile outlet assessments. Move the fence inward to allow equipment access.
14. The proposed road approach access shall be moved in the plan to the existing road approach, which is slightly south of the proposed access)

15. Stray voltage assessment is to be completed at the completion of the project, and every year for the first five (5) years, and every five years at the expense of the property owner for the life of the garden.
- B. Consider approval of Conditional Use Permit 17-08 requested by Northern Lines Contracting on property owned by Land Holdings LLC, Jared Huepenbecker for gravel mining and excavation to include crushing, recycling and stockpiling of concrete and bituminous material. The access is proposed off of State Highway 212 and sharing of the driveway, owned by Jared Huepenbecker. A silt fence will be installed around the perimeter. The restoration will be for wildlife purposes and located in a 31 acre tract within the N ½ of the SE ¼ Section 16 and the N ½ of the SW ¼ of Section 15 of Helen Township.*

The Board of Helen Township recommended approval at their April 13, 2017 regular meeting. The Planning Advisory Committee recommended approval, with the following conditions, at their May 10, 2017 special meeting:

1. The hours of operation shall be 7:00 A.M. to 8:00 P.M. on Monday through Friday. Saturday hours shall be 7:00 A.M. to 12:00 P.M. or until 3:00 P.M. on an extreme need only. Applicant shall notify the Zoning Office when operating outside these hours.
2. Applicant shall contact and meet with the area Minnesota Department of Transportation regarding the traffic study as submitted to the zoning office prior to the May 16, 2017 County Board meeting.
3. Calcium chloride shall be applied on the haul route and driveway.
4. Applicant shall set markers to identify the floodway zone area.
5. Stockpiling shall be done at the Northwest corner of the pit area; there shall be no stockpiling or fill place within the floodplain or shoreland areas.
6. No wetland or floodplain impacts shall take place without prior approval from any agency with jurisdiction.
7. Applicant shall apply for a DNR Dewatering permit and abide by its conditions.
8. Applicant shall repair or replace any damaged drainage tile.
9. Tile that runs under State Highway 212 shall be cared for to ensure surface water drainage from neighboring properties and the platted area of Buffalo Highlands.
10. Applicant shall follow DNR and FEMA setbacks and standards.
11. Properly placed "Trucks Hauling" signs shall be posted along State Highway 212 when trucks are hauling.
12. All processing machinery shall be stored outside Flood Fringe area. (Zone A, 100-year)
13. Wetland impacts shall be approved by Local Wetland Administrator or Local Government Unit.
14. All local, State, Federal and other agencies permits shall be obtained and maintained.
15. Applicant shall notify the Zoning Office for an inspection of the planned restoration of a 4:1 grade for wildlife purposes.

12 10:20 SOCIAL SERVICES – Director Gary Sprynczynatyk, Income Maintenance Supervisor Donna Krauth, Fraud Prevention Investigator Tom Kleven and Jim Nielsen

- A. Update on Program Integrity Efforts in relation to Fraud.

13 COUNTY ADMINISTRATION

- Review of Commissioners Calendar
- Commissioner reports of committee meetings attended since May 2, 2017.

- A. Consider approval of extending Ryan Freitag, Soil and Water Conservation District Program Director, to serve an additional month from May 31, 2017 until June 30, 2017 as the McLeod County ditch inspector.*
- B. Consider approval of extending Ryan Freitag, Soil and Water Conservation District Program Director, to serve an additional month from May 31, 2017 until June 30, 2017 in the Environmental Services Department.*
- C. Consider approval of the June 6, 2017 workshop agenda.*

OTHER

Open Forum
Press Relations

RECESS

Next board meeting June 6, 2017 at 9:00 a.m. at the Glencoe City Center.

**McLEOD COUNTY
BOARD OF COMMISSIONERS
PROPOSED MEETING MINUTES – May 2, 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, Krueger and Wright were present. Commissioner County Administrator Patrick Melvin, Administrative Assistant, Donna Rickeman, County Attorney Michael Junge and County Auditor-Treasurer Cindy Schultz Ford were also present.

PLEDGE OF ALLEGIANCE

Recognition of Social Worker Lorie Knacke and presentation of a plaque in appreciation for her fifteen years of service to the McLeod County Social Service Department from August 20, 2001 through May 15, 2017.

CONSIDERATION OF AGENDA ITEMS

- A) Add under Administration Item F: Consider approval to hire a Social Worker due to vacancy.

Shimanski/Wright motion carried unanimously to approve the agenda as revised.

CONSENT AGENDA

- A) April 18, 2017 Meeting Minutes and Synopsis.
- B) April 14, 2017 Auditor's Warrants.
- C) April 21, 2017 Auditor's Warrants.
- D) April 21, 2017 Special Auditor's Warrants.
- E) Approve Tentative Agreement for Teamsters Highway Unit for 2017 – 2019.
- F) Approve Memorandum of Agreement with MNPEA Deputies that will allow licensed Deputies assigned as Investigators to receive a one dollar (\$1.00) per hour differential in addition to their regular base wages.
- G) Approve Memorandum of Agreement with Teamsters Clerical allowing Material Recovery Facility (MRF) employees to accumulate vacation in excess of 240 hour limit retroactive to December 19, 2016.
- H) Approve request from Scott and Lorie Maurer of a 1-Lot Sketch Plan to be known as "Cotter Second Addition" to be located in Section 15 of Lynn Township. The Board of Hutchinson Joint Planning unanimously recommended approval at their April regular meeting.

- I) Adopt Resolution 17-CB-13 Recognition of National Correctional Officer's Week from May 7th thru May 13th 2017.
- J) Approve proclamation to declare May 2017 as Mental Health Awareness Month.
- K) Approve proclamation to declare May 4, 2017 as Children's Mental Health Awareness Day.

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

PAYMENT OF BILLS – COMMISSIONER WARRANT LIST

General Revenue Fund	\$28,902.00
Solid Waste Fund	\$39,307.57
Human Service Fund	\$29,616.00
Special Revenue Fund	\$174,680.16

Shimanski/Krueger motion carried unanimously to approve payment of bills totaling \$272,205.73 from the aforementioned funds.

ROAD AND BRIDGE – Engineer John Brunkhorst

- A) John Brunkhorst requested approval of quote from Borgen Incorporated (Mountain Lake, MN) to perform work on CP 17-004-01 at a cost of \$1.50/SY, with a total estimated cost of \$81,000 with funding coming from the Wheelage Funds.

This project consists of a Replay® Seal on County State Aid Highway 4 between CSAH 11 and TH 7.

There were no other quotes submitted.

This project is in the 2017 construction budget and Highway Dept. recommends approval.

Wright/Krueger motion carried unanimously to approve quote from Borgen Incorporated (Mountain Lake, MN) to perform work on CP 17-004-01 at a cost of \$1.50/SY, with a total estimated cost of \$81,000 with funding coming from the Wheelage Funds.

ENVIRONMENTAL SERVICES - Technician Emily Gable

- A) Emily Gable requested approval of All Over Media's "Gas Pump, Gas Nozzle, and Ice Box Advertising Agreement" for aquatic invasive species (AIS) educational advertisements at bait shop locations in McLeod County for a

total of \$9,625 with funding coming from Minnesota Department of natural Resources (DNR) Aquatic Invasive Species Prevention Aid.

Shimanski/Krueger motion carried unanimously to approve All Over Media's "Gas Pump, Gas Nozzle, and Ice Box Advertising Agreement" for aquatic invasive species (AIS) educational advertisements at bait shop locations in McLeod County for a total of \$9,625 with funding coming from Minnesota Department of natural Resources (DNR) Aquatic Invasive Species Prevention Aid.

B) Emily Gable requested approval of McLeod County's Feedlot Annual Performance Credit Report.

Nagel/Pohlmeier motion carried unanimously to approve McLeod County's Feedlot Annual Performance Credit Report.

ATTORNEYS OFFICE – Attorney Mike Junge

A) Mike Junge requested adoption of Resolution 17-CB-14 to initiate Condemnation of County State Aid Highway (CSAH) 15.

The proposal is to reconstruct and improve CSAH 15 which consists of reconstructing roadway to provide for greater safety and convenience to the traveling public. Permanent highway easements and temporary highway easements over certain lands are required to provide the reconstruction. McLeod County has the authority to acquire the right-of-way by eminent domain pursuant to Minnesota Statute Section 163.02. McLeod County has the right to acquire the right-of-way prior to filing of award by the court appointed commissioners, pursuant to Minnesota Statute Section 117.042.

McLeod County has been unable to reach agreement for the acquisition of permanent and/or temporary easements on some of the properties described as Parcels 4, 5, 6, 7, 8, 12, 13, 14, 19, 23, 24, 26, 27, 28 and 29.

McLeod County authorizes the acquisition of easement by eminent domain and to take title and possession of the land as of August 10, 2017, prior to the filing of the award by the court-appointed commissioners.

Wright/Pohlmeier motion carried unanimously to adopt Resolution 17-CB-14 for Condemnation of County State Aid Highway (CSAH) 15 and authorize county attorney to file the necessary petition.

COUNTY ADMINISTRATION

- A) Pat Melvin requested approval of Sentence to Serve Contract covering the period of July 1, 2017 through June 20, 2019.

Wright/Krueger motion carried unanimously to approve Sentence to Serve Contract covering the period of July 1, 2017 through June 20, 2019.

- B) Pat Melvin requested approval or denial of transitioning to PrimeHealth for 2018 employee health insurance.

This has been a topic at many board workshops and discussions have been held with employees who are in favor of staying with the current McLeod/Sibley/Trailblazer Joint Self-Insurance Pool.

Wright/Nagel motion carried to decline transitioning to PrimeHealth for 2018 employee health insurance and to continue with McLeod/Sibley/Trailblazer Joint Self-Insurance Pool.

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

- C) Pat Melvin requested authorizing transfer of AC units which the County is unable to use to TEK Mechanical in exchange for waiver of alleged debt to TEK Mechanical.

Shimanski/Krueger motion carried unanimously to authorize transfer of AC units which the County is unable to use to TEK Mechanical in exchange for waiver of alleged debt to TEK Mechanical.

- D) Pat Melvin requested approval of Joint Powers Agreement language changes to continue Trailblazer with WCAT participation. Changes consisted of:
1. The Director of Trailblazer reports to the Board of Directors. Board members may have informational discussions with the director but anything requiring action must come from the board.
 2. The position of Chair, Vice Chair and Treasurer shall rotate on a yearly basis with a member from each entity filling each position every third year.
 3. The following actions shall be approved by a majority of the members of the board, with at least one vote coming from each of the three entities (The executive committee would not have the power to act, this must be resolved by the full board)
 - o Changes to the bylaws
 - o Changes to the policies and procedures

- Removal/selection of the director
- Changes to local the share calculations
- 4. Voting would be 2-2-2 equal from all counties.
- 5. Local share would be based on ridership for 2 years. With it being reviewed every 2 years to go to possible 1/3-1/3-1/3.
- 6. Ability for WCAT to appoint an appointed staff member to the TB board. WCAT understands that there would be a “Finance Instrument Review Committee” set up to approve any potential leasing or borrowing questions that would be chosen from elected representatives only.

Wright/Krueger motion carried to decline Joint Powers Agreement language changes to continue Trailblazer with WCAT participation.

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

Nagel/Krueger motion carried unanimously to communicate to WCAT McLeod County will accept language changes with exception of bullet #3 listed above.

- E) Pat Melvin requested approval to hire for vacant Human Resource position. Job descriptions were prepared for both a Deputy Administrator and a HR Manager. The Deputy Administrator position was discussed as having and HR function as well as project management, grant writing, negotiations and consulting responsibilities.

Discussion will take place with the Personnel Committee on a process for hiring this position.

Nagel/Wright motion carried unanimously to approve hiring a Deputy Administrator to fill vacancy in Human Resources.

- F) Pat Melvin requested approval to hire a Social Worker due to vacancy.

Wright/Shimanski motion carried unanimously to hire a Social Worker due to vacancy.

Wright/Shimanski motion carried unanimously to recess at 10:34 a.m. until 9:00 a.m. May 16, 2017 at the Glencoe City Center.

ATTEST:

Joe Nagel, Board Chair

Patrick Melvin, County Administrator

DRAFT

McLEOD COUNTY
BOARD OF COMMISSIONERS
SYNOPSIS – May 2, 2017

1. Commissioners Nagel, Wright, Shimanski, Krueger and Pohlmeier were present.
2. Shimanski/Wright motion carried unanimously to approve the agenda as revised.
3. Wright/Pohlmeier motion carried unanimously to approve the consent agenda including April 18, 2017 Meeting Minutes and Synopsis; April 14, 2017 Auditor's Warrants; April 21, 2017 Auditor's Warrants; April 21, 2017 Special Auditor's Warrants; Approve Tentative Agreement for Teamsters Highway Unit for 2017 – 2019; Approve Memorandum of Agreement with MNPEA Deputies that will allow licensed Deputies assigned as Investigators to receive a one dollar (\$1.00) per hour differential in addition to their regular base wages; Approve Memorandum of Agreement with Teamsters Clerical allowing Material Recovery Facility (MRF) employees to accumulate vacation in excess of 240 hour limit retroactive to December 19, 2016; Approve request from Scott and Lorie Maurer of a 1-Lot Sketch Plan to be known as "Cotter Second Addition" to be located in Section 15 of Lynn Township; Adopt Resolution 17-CB-13 Recognition of National Correctional Officer's Week from May 7th thru May 13th 2017; Approve proclamation to declare May 2017 as Mental Health Awareness Month; Approve proclamation to declare May 4, 2017 as Children's Mental Health Awareness Day.
4. Shimanski/Krueger motion carried unanimously to approve payment of bills totaling \$272,205.73 from the aforementioned funds.
5. Wright/Krueger motion carried unanimously to approve quote from Borgen Incorporated (Mountain Lake, MN) to perform work on CP 17-004-01 at a cost of \$1.50/SY, with a total estimated cost of \$81,000 with funding coming from the Wheelage Funds.
6. Shimanski/Krueger motion carried unanimously to approve All Over Media's "Gas Pump, Gas Nozzle, and Ice Box Advertising Agreement" for aquatic invasive species (AIS) educational advertisements at bait shop locations in McLeod County for a total of \$9,625 with funding coming from Minnesota Department of natural Resources (DNR) Aquatic Invasive Species Prevention Aid.
7. Nagel/Pohlmeier motion carried unanimously to approve McLeod County's Feedlot Annual Performance Credit Report.
8. Wright/Pohlmeier motion carried unanimously to adopt Resolution 17-CB-14 for Condemnation of County State Aid Highway (CSAH) 15 and authorize county attorney to file the necessary petition.
9. Wright/Krueger motion carried unanimously to approve Sentence to Serve Contract covering the period of July 1, 2017 through June 20, 2019.

10. Wright/Nagel motion carried to decline transitioning to PrimeHealth for 2018 employee health insurance and to continue with McLeod/Sibley/Trailblazer Joint Self-Insurance Pool. Roll Call: Wright – Yes, Pohlmeier – Yes, Nagel – Yes, Shimanski – No, Krueger – Yes.
11. Shimanski/Krueger motion carried unanimously to authorize transfer of AC units which the County is unable to use to TEK Mechanical in exchange for waiver of alleged debt to TEK Mechanical.
12. Wright/Krueger motion carried to decline Joint Powers Agreement language changes to continue Trailblazer with WCAT participation. Roll Call: Wright – Yes, Pohlmeier – Yes, Nagel – Yes, Shimanski – No, Krueger – Yes.
13. Nagel/Krueger motion carried unanimously to communicate to WCAT McLeod County will accept language changes with exception of bullet #3 listed above.
14. Nagel/Wright motion carried unanimously to approve hiring a Deputy Administrator to fill vacancy in Human Resources.
15. Wright/Shimanski motion carried unanimously to hire a Social Worker due to vacancy.

Complete minutes are on file in the County Administrator's Office. The meeting recessed at 10:34 a.m. until May 16, 2017.

Attest:

Joe Nagel, Board Chair

Patrick Melvin, County Administrator

POOL
4/28/17 9:34AM

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



Audit List for Board AUDITOR'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

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



POOL

4/28/17 9:34AM

1 GENERAL REVENUE FUND

Audit List for Board AUDITOR'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
0	DEPT				...		
	3028	MINNESOTA CHILD SUPPORT PAYMENT					
71		01-000-000-0000-2056		34.88	CHILD SUPPORT 04/02/2017 04/15/2017	001113891901 0	CHILD SUPPORT GARNISHMENT PAYABLE
68		01-000-000-0000-2056		317.48	CHILD SUPPORT 04/02/2017 04/15/2017	001124208702 0	CHILD SUPPORT GARNISHMENT PAYABLE
108		01-000-000-0000-2056		117.67	CHILD SUPPORT 04/02/2017 04/15/2017	001436294701 0	CHILD SUPPORT GARNISHMENT PAYABLE
67		01-000-000-0000-2056		257.96	CHILD SUPPORT 04/02/2017 04/15/2017	001447664801 0	CHILD SUPPORT GARNISHMENT PAYABLE
69		01-000-000-0000-2056		130.13	CHILD SUPPORT 04/02/2017 04/15/2017	001499730601 0	CHILD SUPPORT GARNISHMENT PAYABLE
70		01-000-000-0000-2056		329.48	CHILD SUPPORT 04/02/2017 04/15/2017	001530953002 0	CHILD SUPPORT GARNISHMENT PAYABLE
	3028	MINNESOTA CHILD SUPPORT PAYMENT		1,187.60	6 Transactions		
0	DEPT Total:			1,187.60	...	1 Vendors	6 Transactions
5	DEPT				BOARD OF COUNTY COMMISSIONERS		
	14	ASSOCIATION OF MINNESOTA COUNTIE:					
2		01-005-000-0000-6245		195.00	LEADERSHIP CONFERENCE-RP	47130	DUES AND REGISTRATION FEES
3		01-005-000-0000-6245		195.00	LEADERSHIP CONFERENCE-DK	47130	DUES AND REGISTRATION FEES
	14	ASSOCIATION OF MINNESOTA COUNTIE:		390.00	2 Transactions		
	1909	MADDEN GALANTER HANSEN LLP					
60		01-005-000-0000-6263		4,031.02	LEGAL SVC LABOR RELATIONS 03/31/2017 03/31/2017	03/01/2017 0	LEGAL SERVICES
	1909	MADDEN GALANTER HANSEN LLP		4,031.02	1 Transactions		
5	DEPT Total:			4,421.02	BOARD OF COUNTY COMMISSIONERS	2 Vendors	3 Transactions
13	DEPT				COURT ADMINISTRATOR'S		
	812	GAVIN WINTERS DONLEY & OSTLUND LT					
28		01-013-000-0000-6273	AP 4	127.50	COURT APPT CG/SR/JB JV-16-190	20160267-000M	COURT APPT ATTY-OTHER
29		01-013-000-0000-6273	AP 4	7.50	COURT APPT CG/SR/JB JV-16-190	20160267-000M	COURT APPT ATTY-OTHER
30		01-013-000-0000-6273		15.00	COURT APPT CG/SR/JB JV-16-190	20160267-000M	COURT APPT ATTY-OTHER
31		01-013-000-0000-6273		90.00	COURT APPT CG/SR/JB JV-16-190	20160267-000M	COURT APPT ATTY-OTHER

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



POOL

4/28/17 9:34AM

1 GENERAL REVENUE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
812	GAVIN WINTERS DONLEY & OSTLUND LT		240.00	4 Transactions	
4583	JONES & MAGNUS LLC				
50	01-013-000-0000-6273	60.00	COURT APPT D BAYERL 13772	12288	COURT APPT ATTY-OTHER
47	01-013-000-0000-6273	990.00	COURT APPT C FIEDLER PR-06-318	12289	COURT APPT ATTY-OTHER
48	01-013-000-0000-6273	30.00	COURT APPT M MEYER P1-95-2	12290	COURT APPT ATTY-OTHER
49	01-013-000-0000-6273	123.75	COURT APPT S RANOW P4-06-136	12291	COURT APPT ATTY-OTHER
4583	JONES & MAGNUS LLC	1,203.75	4 Transactions		
13	DEPT Total:	1,443.75	COURT ADMINISTRATOR'S	2 Vendors	8 Transactions
65	DEPT		INFORMATION SYSTEMS		
6009	INNOVATIVE OFFICE SOLUTIONS LLC				
42	01-065-000-0000-6402	35.33	OFFICE SUPPLIES	IN1571473	OFFICE SUPPLIES
6009	INNOVATIVE OFFICE SOLUTIONS LLC	35.33	1 Transactions		
9820	MINNESOTA COUNTIES COMPUTER COO				
74	01-065-000-0000-6350	87.88	TAX & CAMA 1ST QTR SHARED MTG	2Y1704122	OTHER SERVICES & CHARGES
9820	MINNESOTA COUNTIES COMPUTER COO	87.88	1 Transactions		
8564	OFFICE DEPOT INC				
83	01-065-000-0000-6402	36.76	OFFICE SUPPLIES	919395013001	OFFICE SUPPLIES
84	01-065-000-0000-6402	7.65	OFFICE SUPPLIES	919395208001	OFFICE SUPPLIES
85	01-065-000-0000-6402	7.29	OFFICE SUPPLIES	919395209001	OFFICE SUPPLIES
8564	OFFICE DEPOT INC	51.70	3 Transactions		
65	DEPT Total:	174.91	INFORMATION SYSTEMS	3 Vendors	5 Transactions
80	DEPT		SAFETY		
5898	SAFEASSURE CONSULTANTS INC				
97	01-080-000-0000-6350	3,750.64	SAFETY TRAINING	1182	OTHER SERVICES & CHARGES
5898	SAFEASSURE CONSULTANTS INC	3,750.64	1 Transactions		
80	DEPT Total:	3,750.64	SAFETY	1 Vendors	1 Transactions
91	DEPT		COUNTY ATTORNEY'S		
60963	SEVEN COUNTY PROCESS SERVERS LLC				
99	01-091-000-0000-6350	55.00	SVC OF DOC	20170597	OTHER SERVICES & CHARGES

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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
60963	SEVEN COUNTY PROCESS SERVERS LLC		55.00	1 Transactions	
358	WEST PAYMENT CENTER				
102	01-091-000-0000-6450		201.18	BOOKS PAMPHLETS CDS	835939951 SUBSCRIPTIONS
103	01-091-000-0000-6450		852.00	BOOKS PAMPHLETS CDS	835939951 SUBSCRIPTIONS
358	WEST PAYMENT CENTER		1,053.18	2 Transactions	
91	DEPT Total:		1,108.18	COUNTY ATTORNEY'S	2 Vendors 3 Transactions
101	DEPT			COUNTY RECORDER'S	
14	ASSOCIATION OF MINNESOTA COUNTIE				
4	01-101-000-0000-6245		195.00	LEADERSHIP CONFERENCE-LS	47130 DUES AND REGISTRATION FEES
14	ASSOCIATION OF MINNESOTA COUNTIE		195.00	1 Transactions	
101	DEPT Total:		195.00	COUNTY RECORDER'S	1 Vendors 1 Transactions
117	DEPT			FAIRGROUNDS	
136	HUTCHINSON CO-OP				
40	01-117-000-0000-6455		17.96	DIESEL	712828 MOTOR FUELS AND LUBRICATION
41	01-117-000-0000-6455		27.91	DIESEL	721506 MOTOR FUELS AND LUBRICATION
136	HUTCHINSON CO-OP		45.87	2 Transactions	
117	DEPT Total:		45.87	FAIRGROUNDS	1 Vendors 2 Transactions
121	DEPT			VETERAN SERVICES	
776	MCLEOD COUNTY AG ASSOCIATION				
63	01-121-000-0000-6350		175.00	2017 COUNTY FAIR BOOTH REG	OTHER SERVICES & CHARGES
776	MCLEOD COUNTY AG ASSOCIATION		175.00	1 Transactions	
121	DEPT Total:		175.00	VETERAN SERVICES	1 Vendors 1 Transactions
201	DEPT			COUNTY SHERIFF'S OFFICE	
5653	BEST WESTERN PLUS KELLY INN				
7	01-201-206-0000-6336		200.02	SOTA LODGING-M ROLF	976 MEALS, LODGING, PARKING & MISCELLAN
				04/09/2017 04/11/2017	0
8	01-201-206-0000-6336		200.02	SOTA LODGING-A DEMEYER	976 MEALS, LODGING, PARKING & MISCELLAN
				04/09/2017 04/11/2017	0

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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	Service Dates	Paid On Bhf #	On Behalf of Name
5653	BEST WESTERN PLUS KELLY INN		400.04	2 Transactions	
4724	COUNTY OF ANOKA HUMAN SERVICES				
20	01-201-000-0000-6369	21,258.00	2ND QTR 2017 SERVICES		MEDICAL EXAMINER
4724	COUNTY OF ANOKA HUMAN SERVICES	21,258.00	1 Transactions		
704	DOBRATZ HANTGE CHAPEL				
23	01-201-000-0000-6215	85.00	BODY BAG DECEASED-SZ		TRANSPORTATION EXPENSE FOR AUTOSF
			04/19/2017 04/19/2017	0	
704	DOBRATZ HANTGE CHAPEL	85.00	1 Transactions		
337	GALLS AN ARAMARK COMPANY				
26	01-201-000-0000-6457	90.90	TACTICAL UNIFORMS	007329746	ERU EXPENSES
27	01-201-000-0000-6457	442.49	TACTICAL UNIFORMS	007340044	ERU EXPENSES
337	GALLS AN ARAMARK COMPANY	533.39	2 Transactions		
162	KEVINS AUTO SERVICE INC				
51	01-201-000-0000-6324	181.00	ICR #17003759 TOW		TOWING
			04/16/2017 04/16/2017	0	
162	KEVINS AUTO SERVICE INC	181.00	1 Transactions		
1111	LITTLE CROW SHOOTING SPORTS				
56	01-201-000-0000-6408	307.80	AMMO	11862	AMMO
57	01-201-000-0000-6408	19.80-	TAX EXEMPT	11862	AMMO
1111	LITTLE CROW SHOOTING SPORTS	288.00	2 Transactions		
531	NARTEC INC				
79	01-201-204-0000-6402	161.76	HERION/COCAINE TESTS	9336	INVESTIGATIONS OFFICE SUPPLIES
531	NARTEC INC	161.76	1 Transactions		
8564	OFFICE DEPOT INC				
87	01-201-000-0000-6402	45.95	OFFICE SUPPLIES	919729574001	OFFICE SUPPLIES
86	01-201-000-0000-6402	35.32	OFFICE SUPPLIES	919729706001	OFFICE SUPPLIES
8564	OFFICE DEPOT INC	81.27	2 Transactions		
6367	SAFARILAND LLC				
95	01-201-204-0000-6402	80.94	KIT-NIK TESTS	I010-052593	INVESTIGATIONS OFFICE SUPPLIES
96	01-201-204-0000-6402	5.21-	TAX EXEMPT	I010-052593	INVESTIGATIONS OFFICE SUPPLIES

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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	Service Dates	Paid On Bhf #	On Behalf of Name
	6367 SAFARILAND LLC		75.73	2 Transactions	
201	DEPT Total:		23,064.19	COUNTY SHERIFF'S OFFICE	9 Vendors 14 Transactions
251	DEPT		COUNTY JAIL		
9	3510 BOB BARKER COMPANY INC				
	01-251-000-0000-6461		794.82	PANTS/BRAS	WEB000477188 INMATE SUPPLIES
	3510 BOB BARKER COMPANY INC		794.82	1 Transactions	
	192 CROW RIVER GLASS & SIGNS				
21	01-251-000-0000-6327		286.64	#144 WINDSHEILD	55783 GENERAL AUTO MAINTENANCE
	192 CROW RIVER GLASS & SIGNS		286.64	1 Transactions	
	1210 MCKESSON MEDICAL SURGICAL				
61	01-251-000-0000-6460		394.40	GLOVES	54757223 JAIL SUPPLIES
	1210 MCKESSON MEDICAL SURGICAL		394.40	1 Transactions	
	1160 MCLEOD COUNTY AUDITOR TREASURER				
64	01-251-000-0000-6327		11.00	#149 LICENSE PLATE FEE	002LKB GENERAL AUTO MAINTENANCE
	1160 MCLEOD COUNTY AUDITOR TREASURER		11.00	1 Transactions	
	6206 MEEKER MEMORIAL HOSPITAL				
65	01-251-000-0000-6268		113.62	XRAY-J HUFFMAN	909774 MEDICAL AID TO PRISONERS
	6206 MEEKER MEMORIAL HOSPITAL		113.62	1 Transactions	
	977 MIDWEST MONITORING & SURVEILLANC				
66	01-251-000-0000-6264		476.00	MONITORING	0317631 ELECTRONIC HOME MONITORING
	977 MIDWEST MONITORING & SURVEILLANC		476.00	1 Transactions	
	2693 TECHNICAL SOLUTIONS OF MADISON LA				
100	01-251-000-0000-6303		750.00	INTERCOM/CAMERA REPAIR	5124 REPAIR AND MAINTENANCE SERVICES
	2693 TECHNICAL SOLUTIONS OF MADISON LA		750.00	1 Transactions	
251	DEPT Total:		2,826.48	COUNTY JAIL	7 Vendors 7 Transactions
485	DEPT		COUNTY PUBLIC HEALTH NURSING		
	3885 KEVIN POST AGENCY				
52	01-485-000-0000-6350		246.60	2 MONTHS INSURANCE	OTHER SERVICES & CHARGES

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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
3885	KEVIN POST AGENCY				
		246.60	1 Transactions		
8564	OFFICE DEPOT INC				
88	01-485-000-0000-6402	2.06	SUPPLIES (ADMIN)	919729574001	OFFICE SUPPLIES
89	01-485-000-0000-6402	34.04	SUPPLIES (ADMIN)	921075833001	OFFICE SUPPLIES
90	01-485-000-0000-6402	21.77	SUPPLIES (ADMIN)	921075833002	OFFICE SUPPLIES
91	01-485-000-0000-6402	6.49	SUPPLIES (ADMIN)	921075834001	OFFICE SUPPLIES
8564	OFFICE DEPOT INC	64.36	4 Transactions		
485	DEPT Total:	310.96	COUNTY PUBLIC HEALTH NURSING	2 Vendors	5 Transactions
520	DEPT		COUNTY PARK'S		
4085	DRESSEL PLUMBING SERVICE AND REPAI				
24	01-520-000-0000-6303	119.37	REPAIR WORK AT 526	573646	REPAIR AND MAINTENANCE SERVICES
4085	DRESSEL PLUMBING SERVICE AND REPAI	119.37	1 Transactions		
5555	L & P SUPPLY COMPANY INC				
53	01-520-000-0000-6425	8.00	LIGHT PART FOR TRAILOR	168638	REPAIR AND MAINTENANCE SUPPLIES
5555	L & P SUPPLY COMPANY INC	8.00	1 Transactions		
520	DEPT Total:	127.37	COUNTY PARK'S	2 Vendors	2 Transactions
603	DEPT		COUNTY EXTENSION		
6009	INNOVATIVE OFFICE SOLUTIONS LLC				
43	01-603-000-0000-6402	169.78	PAPER/ENVELOPES/MISC SUPPLIES	IN1582867	OFFICE SUPPLIES
44	01-603-000-0000-6402	9.31	BINDER	IN1582892	OFFICE SUPPLIES
6009	INNOVATIVE OFFICE SOLUTIONS LLC	179.09	2 Transactions		
603	DEPT Total:	179.09	COUNTY EXTENSION	1 Vendors	2 Transactions
1	Fund Total:	39,010.06	GENERAL REVENUE FUND		60 Transactions

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3 ROAD & BRIDGE 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. 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			...		
	3328 GURSTEL CHARGO PA					
37	03-000-000-0000-2055		280.48	GARNISHMENT	683730	GARNISHMENTS PAYABLE
				04/02/2017 04/15/2017	0	
	3328 GURSTEL CHARGO PA		280.48	1 Transactions		
0	DEPT Total:		280.48	...	1 Vendors	1 Transactions
310	DEPT			HIGHWAY MAINTENANCE		
	6426 CONTECH ENGINEERED SOLUTIONS LLC					
12	03-310-000-0000-6514		150.00	CULVERT REPAIR CR 8	14853004	CULVERT REPAIR/REPLACEMENTS
	6426 CONTECH ENGINEERED SOLUTIONS LLC		150.00	1 Transactions		
	6051 M R SIGN COMPANY INC					
58	03-310-000-0000-6503		51.68	R R ADDRESSING	194846	TRAFFIC SIGNS & POST
59	03-310-000-0000-6503		104.03	STREET SIGNS CR5	194847	TRAFFIC SIGNS & POST
	6051 M R SIGN COMPANY INC		155.71	2 Transactions		
	243 NORTHERN SAFETY CO INC					
81	03-310-000-0000-6568		173.09	SAFETY SUPPLIES	902381022	SAFETY CODE REGULATIONS
	243 NORTHERN SAFETY CO INC		173.09	1 Transactions		
	5898 SAFEASSURE CONSULTANTS INC					
98	03-310-000-0000-6568		5,404.88	SAFETY TRAINING AGREEMENT	1183	SAFETY CODE REGULATIONS
	5898 SAFEASSURE CONSULTANTS INC		5,404.88	1 Transactions		
310	DEPT Total:		5,883.68	HIGHWAY MAINTENANCE	4 Vendors	5 Transactions
320	DEPT			HIGHWAY CONSTRUCTION		
	3686 FOSTER APPRAISALS					
25	03-320-000-0000-6265		2,500.00	RW SVC JOB 0150 043-615-014	23977	PROFESSIONAL SERVICES
	3686 FOSTER APPRAISALS		2,500.00	1 Transactions		
	211 WEST CENTRAL INDUSTRIES INC					
101	03-320-000-0000-6501		570.00	20 BUNDLES LATH	56646	ENGINEERING & SURVEYING SUPPLIES
	211 WEST CENTRAL INDUSTRIES INC		570.00	1 Transactions		
	5789 WILSON DEVELOPMENT SERVICES LLC					

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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
106	03-320-000-0000-6265		RW SVC JOB 0150 043-615-014	23977	PROFESSIONAL SERVICES
105	03-320-000-0000-6265		RW SERVICES JOB0030 603-31	23978	PROFESSIONAL SERVICES
104	03-320-000-0000-6265		RW SERVICES JOB 03030 603-30	23979	PROFESSIONAL SERVICES
5789	WILSON DEVELOPMENT SERVICES LLC		3 Transactions		
320	DEPT Total:	6,916.04	HIGHWAY CONSTRUCTION	3 Vendors	5 Transactions
330	DEPT		HIGHWAY ADMINISTRATION		
1869	BENTLEY SYSTEMS INC				
6	03-330-000-0000-6321	375.75	SOFTWARE LICENSE	47823427	MAINTENANCE AGREEMENTS
			01/01/2017 03/31/2017	0	
1869	BENTLEY SYSTEMS INC	375.75	1 Transactions		
330	DEPT Total:	375.75	HIGHWAY ADMINISTRATION	1 Vendors	1 Transactions
340	DEPT		HIGHWAY EQUIPMENT MAINTENANCE		
134	CITY OF HUTCHINSON				
11	03-340-000-0000-6590	175.89	MECH SHOP-WELDING SUPPLIES	42112	TOOLS & SHOP MATERIALS
134	CITY OF HUTCHINSON	175.89	1 Transactions		
5967	GLENCOE FLEET SUPPLY INC				
34	03-340-000-0000-6590	32.05	GLENCOE SHOP SUPPLIES	27881	TOOLS & SHOP MATERIALS
35	03-340-000-0000-6590	2.06-	TAX EXEMPT	27881	TOOLS & SHOP MATERIALS
5967	GLENCOE FLEET SUPPLY INC	29.99	2 Transactions		
4367	HOLT MOTORS INC				
39	03-340-000-0000-6425	97.80	PARTS	23256	REPAIR AND MAINTENANCE SUPPLIES
4367	HOLT MOTORS INC	97.80	1 Transactions		
5253	NORTH CENTRAL INTERNATIONAL				
82	03-340-000-0000-6425	86.71	PARTS	166294	REPAIR AND MAINTENANCE SUPPLIES
5253	NORTH CENTRAL INTERNATIONAL	86.71	1 Transactions		
340	DEPT Total:	390.39	HIGHWAY EQUIPMENT MAINTENANCE	4 Vendors	5 Transactions
3	Fund Total:	13,846.34	ROAD & BRIDGE FUND		17 Transactions

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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	Amount	Service Dates		Paid On Bhf #	On Behalf of Name
397	DEPT			HOUSEHOLD HAZARDOUS WASTE			
	3028	MINNESOTA CHILD SUPPORT PAYMENT					
72	05-397-000-0000-2056		268.57	CHILD SUPPORT		001492611501	CHILD SUPPORT GARNISHMENT PAYABLE
				04/02/2017	04/15/2017	0	
	3028	MINNESOTA CHILD SUPPORT PAYMENT	268.57	1 Transactions			
397	DEPT Total:		268.57	HOUSEHOLD HAZARDOUS WASTE		1 Vendors	1 Transactions
5	Fund Total:		268.57	SOLID WASTE FUND			1 Transactions

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11 HUMAN SERVICE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
420	DEPT		INCOME MAINTENANCE		
6009	INNOVATIVE OFFICE SOLUTIONS LLC				
45	11-420-600-0010-6402	7.42	PAPER	IN1580680	OFFICE SUPPLIES
6009	INNOVATIVE OFFICE SOLUTIONS LLC	7.42		1 Transactions	
49020	NEOPOST USA INC				
80	11-420-600-0010-6402	14.70	CUSTOMER SEALING KIT	15099598	OFFICE SUPPLIES
49020	NEOPOST USA INC	14.70		1 Transactions	
8564	OFFICE DEPOT INC				
92	11-420-600-0010-6402	15.60	MOISTENER & PAD	919190744001	OFFICE SUPPLIES
93	11-420-600-0010-6402	21.78	PORTFOLIO PW PACKETS	920855567001	OFFICE SUPPLIES
8564	OFFICE DEPOT INC	37.38		2 Transactions	
12138	REDUCED RATE LONG DISTANCE LLC				
94	11-420-600-0010-6203	8.70	REDUCED RATE	140611	COMMUNICATIONS/POSTAGE
12138	REDUCED RATE LONG DISTANCE LLC	8.70		1 Transactions	
420	DEPT Total:	68.20	INCOME MAINTENANCE	4 Vendors	5 Transactions
430	DEPT		INDIVIDUAL AND FAMILY SOCIAL SERVI		
6009	INNOVATIVE OFFICE SOLUTIONS LLC				
45	11-430-700-0010-6402	17.30	PAPER	IN1580680	OFFICE SUPPLIES
46	11-430-710-1980-6062	10.98	PAPER FP BANQUET	IN1580680	Foster Care Licensing & Resource Develop
6009	INNOVATIVE OFFICE SOLUTIONS LLC	28.28		2 Transactions	
3028	MINNESOTA CHILD SUPPORT PAYMENT				
73	11-430-000-0000-2056	276.88	CHILD SUPPORT	001486828601	CHILD SUPPORT GARNISHMENT PAYABLE
			04/02/2017 04/15/2017	0	
3028	MINNESOTA CHILD SUPPORT PAYMENT	276.88		1 Transactions	
49020	NEOPOST USA INC				
80	11-430-700-0010-6402	34.30	CUSTOMER SEALING KIT	15099598	OFFICE SUPPLIES
49020	NEOPOST USA INC	34.30		1 Transactions	
8564	OFFICE DEPOT INC				
92	11-430-700-0010-6402	36.39	MOISTENER & PAD	919190744001	OFFICE SUPPLIES
93	11-430-700-0010-6402	50.82	PORTFOLIO PW PACKETS	920855567001	OFFICE SUPPLIES

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11 HUMAN SERVICE FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
8564	OFFICE DEPOT INC				
		87.21	2 Transactions		
12138	REDUCED RATE LONG DISTANCE LLC				
94	11-430-700-0010-6203	20.29	REDUCED RATE	140611	COMMUNICATIONS/POSTAGE
12138	REDUCED RATE LONG DISTANCE LLC	20.29	1 Transactions		
430	DEPT Total:	446.96	INDIVIDUAL AND FAMILY SOCIAL SER	5 Vendors	7 Transactions
11	Fund Total:	515.16	HUMAN SERVICE FUND		12 Transactions

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25 SPECIAL REVENUE FUND

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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>
223	DEPT					D.A.R.E. PROGRAM		
	5275	CARD SERVICES						
10		25-223-000-0000-6350			36.99	DARE GRAD CAKE	CB408-1359	Other Services & Charges
	5275	CARD SERVICES			36.99	1 Transactions		
223	DEPT Total:				36.99	D.A.R.E. PROGRAM	1 Vendors	1 Transactions
254	DEPT					ANNAMARIE TUDHOPE DONATION		
	3261	AUGUSTA ELECTRIC INC						
1		25-254-000-0000-6610			17,613.00	CONTRACT PAYMENT	APPLICATION#11	Capital - Over \$5,000 (Fixed Assets)
	3261	AUGUSTA ELECTRIC INC			17,613.00	1 Transactions		
	3887	GILL						
32		25-254-000-0000-6610			150.29	DIGITAL PRINTS	12446	Capital - Over \$5,000 (Fixed Assets)
33		25-254-000-0000-6610			91.83	HARD COPY PRINTS	12472	Capital - Over \$5,000 (Fixed Assets)
	3887	GILL			242.12	2 Transactions		
254	DEPT Total:				17,855.12	ANNAMARIE TUDHOPE DONATION	2 Vendors	3 Transactions
255	DEPT					COUNTY COURT SERVICES		
	3892	PEPELKA/BRIAN JOHN						
109		25-255-000-0000-6810			115.00	REFUND SUPERVISION FEE		Refunds And Reimbursements
	3892	PEPELKA/BRIAN JOHN			115.00	1 Transactions		
255	DEPT Total:				115.00	COUNTY COURT SERVICES	1 Vendors	1 Transactions
807	DEPT					DESIGNATED FOR CAPITAL ASSETS		
	3271	CONTEGRITY GROUP						
19		25-807-000-0000-6610			7,218.83	CONSTRUCTION MANAGEMENT FEE	2017057	Capital - Over \$5,000 (Fixed Assets)
13		25-807-000-0000-6610			12,100.00	ON SITE SUPERVISION FEE	2017058	Capital - Over \$5,000 (Fixed Assets)
14		25-807-000-0000-6610			1,800.00	REIMBURSABLES	2017058	Capital - Over \$5,000 (Fixed Assets)
15		25-807-000-0000-6610			450.00	TEMPORARY JOB OFFICE/TRAILER	2017058	Capital - Over \$5,000 (Fixed Assets)
16		25-807-000-0000-6610			180.00	FAN RENTAL	2017058	Capital - Over \$5,000 (Fixed Assets)
17		25-807-000-0000-6610			268.14	S LAUER	2017058	Capital - Over \$5,000 (Fixed Assets)
18		25-807-000-0000-6610			133.01	TEMP PHONE	2017058	Capital - Over \$5,000 (Fixed Assets)
	3271	CONTEGRITY GROUP			22,149.98	7 Transactions		
	3886	CULINEX						

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25 SPECIAL 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
22	25-807-000-0000-6610		CONTRACT PAYMENT	APPLICATION001	Capital - Over \$5,000 (Fixed Assets)
3886	CULINEX				
		12,329.15			
		12,329.15	1 Transactions		
3619	GLEWWE DOORS INC				
36	25-807-000-0000-6610		CONTRACT PAYMENT	APPICATION 5	Capital - Over \$5,000 (Fixed Assets)
3619	GLEWWE DOORS INC				
		15,756.70			
		15,756.70	1 Transactions		
3761	HEATER RENTAL SERVICES				
38	25-807-000-0000-6610		HEATER RENTAL	9726	Capital - Over \$5,000 (Fixed Assets)
3761	HEATER RENTAL SERVICES				
		855.00			
		855.00	1 Transactions		
253	LIGHT & POWER COMMISSION				
55	25-807-000-0000-6610		ELECTRIC	06-811700-00	Capital - Over \$5,000 (Fixed Assets)
253	LIGHT & POWER COMMISSION				
		579.87			
		579.87	1 Transactions		
4117	MINI BIFF INC				
77	25-807-000-0000-6610		PORTA JOHN RENTAL/SERVICE	A-85405	Capital - Over \$5,000 (Fixed Assets)
78	25-807-000-0000-6610		PORTA JOHN RENTAL/SERVICE	A-85622	Capital - Over \$5,000 (Fixed Assets)
4117	MINI BIFF INC				
		191.42			
		37.06			
		228.48	2 Transactions		
3296	YAMRY CONSTRUCTION				
107	25-807-000-0000-6610		TEMP WALL	396	Capital - Over \$5,000 (Fixed Assets)
3296	YAMRY CONSTRUCTION				
		750.92			
		750.92	1 Transactions		
807	DEPT Total:		DESIGNATED FOR CAPITAL ASSETS	7 Vendors	14 Transactions
		52,650.10			
25	Fund Total:		SPECIAL REVENUE FUND		19 Transactions
		70,657.21			

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82 COMMUNITY HEALTH SER

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
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	
	2176	LEARNING ZONEXPRESS						
54		82-862-000-0000-6350			100.90	SHIP PARTNER EXPENSE-SCHOOL		Other Services & Charges
	2176	LEARNING ZONEXPRESS			100.90		1 Transactions	
862	DEPT Total:				1,080.90	SHIP	2 Vendors	2 Transactions
82	Fund Total:				1,080.90	COMMUNITY HEALTH SERVICE		2 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
930	DEPT		VICTIMS ASSISTANCE PROGRAM-LOCAL		
	7612 MCLEOD ALLIANCE FOR VICTIMS				
62	86-930-000-0000-6850	174.10	1ST QTR 2017 VA PROGRAM		Collections For Other Agencies
	7612 MCLEOD ALLIANCE FOR VICTIMS	174.10	1 Transactions		
930	DEPT Total:	174.10	VICTIMS ASSISTANCE PROGRAM-LOC.	1 Vendors	1 Transactions
975	DEPT		DNR CLEARING ACCOUNT		
	509 MINNESOTA DNR				
76	86-975-000-0000-6850	805.00	DNR		Collections For Other Agencies
			04/18/2017 04/24/2017	0	
	509 MINNESOTA DNR	805.00	1 Transactions		
975	DEPT Total:	805.00	DNR CLEARING ACCOUNT	1 Vendors	1 Transactions
976	DEPT		GAME & FISH CLEARING ACCOUNT		
	509 MINNESOTA DNR				
75	86-976-000-0000-6850	310.50	G & F		Collections For Other Agencies
			04/18/2017 04/24/2017	0	
	509 MINNESOTA DNR	310.50	1 Transactions		
976	DEPT Total:	310.50	GAME & FISH CLEARING ACCOUNT	1 Vendors	1 Transactions
86	Fund Total:	1,289.60	TRUST & AGENCY FUND		3 Transactions
	Final Total:	126,667.84	74 Vendors	114 Transactions	

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES



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Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	39,010.06	GENERAL REVENUE FUND	
	3	13,846.34	ROAD & BRIDGE FUND	
	5	268.57	SOLID WASTE FUND	
	11	515.16	HUMAN SERVICE FUND	
	25	70,657.21	SPECIAL REVENUE FUND	
	82	1,080.90	COMMUNITY HEALTH SERVICE	
	86	1,289.60	TRUST & AGENCY FUND	
	All Funds	126,667.84	Total	Approved by,
			
			

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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

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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	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
0	DEPT			...		
	118 BWSR					
10	01-000-000-0000-2091		25.00	MN PUBLIC DRAINAGE REG-CK		UNALLOCATED DITCH EXPENSES
	118 BWSR		25.00	1 Transactions		
0	DEPT Total:		25.00	...	1 Vendors	1 Transactions
5	DEPT			BOARD OF COUNTY COMMISSIONERS		
	4917 CITY OF GLENCOE					
227	01-005-000-0000-6350		39.82	COFFEE FOR RECEPTION		OTHER SERVICES & CHARGES
	4917 CITY OF GLENCOE		39.82	1 Transactions		
5	DEPT Total:		39.82	BOARD OF COUNTY COMMISSIONERS	1 Vendors	1 Transactions
13	DEPT			COURT ADMINISTRATOR'S		
	11580 CENTURYLINK					
16	01-013-000-0000-6203		41.73	LONG DISTANCE	320439462	COMMUNICATIONS
				04/21/2017 05/20/2017	0	
	11580 CENTURYLINK		41.73	1 Transactions		
	3146 MELCHERT HUBERT SJODIN PLLP					
52	01-013-000-0000-6272		112.50	COURT APPT HS/RR JV-16-75	131351	COURT APPT ATTY-DEP/NEG/TER
53	01-013-000-0000-6272		15.00	COURT APPT CP/RB/RW JV-16-154	131352	COURT APPT ATTY-DEP/NEG/TER
63	01-013-000-0000-6272		187.50	COURT APPT BQ/LQ JV-17-46	131364	COURT APPT ATTY-DEP/NEG/TER
73	01-013-000-0000-6273		1,125.00	COURT APPT J WOSKIE PR-17-364	131563	COURT APPT ATTY-OTHER
54	01-013-000-0000-6272		52.50	COURT APPT MS/TS JV-15-154	131564	COURT APPT ATTY-DEP/NEG/TER
72	01-013-000-0000-6273		165.00	COURT APPT BPW FA-08-1558	131565	COURT APPT ATTY-OTHER
71	01-013-000-0000-6273		60.00	COURT APPT D BENTZ PR-16-1905	131576	COURT APPT ATTY-OTHER
55	01-013-000-0000-6272		307.50	COURT APPT KW/MW/TJ JV-16-37	131577	COURT APPT ATTY-DEP/NEG/TER
70	01-013-000-0000-6273		30.00	COURT APPT JEG FA-15-892	131579	COURT APPT ATTY-OTHER
56	01-013-000-0000-6272		60.00	COURT APPT SK/FW JV-16-141	131582	COURT APPT ATTY-DEP/NEG/TER
69	01-013-000-0000-6273		60.00	COURT APPT GV FA-16-607	131583	COURT APPT ATTY-OTHER
57	01-013-000-0000-6272		30.00	COURT APPT MA/JT/BM JV -16-165	131584	COURT APPT ATTY-DEP/NEG/TER
58	01-013-000-0000-6272		285.00	COURT APPT KB/RH JV-16-177	131587	COURT APPT ATTY-DEP/NEG/TER
68	01-013-000-0000-6273		150.00	COURT APPT BGS FA-14-1088	131589	COURT APPT ATTY-OTHER
67	01-013-000-0000-6273		157.50	COURT APPT SC FA-10-1307	131590	COURT APPT ATTY-OTHER
66	01-013-000-0000-6273		97.50	CRT APPT T HARAZIN PR-16-1771	131591	COURT APPT ATTY-OTHER
59	01-013-000-0000-6272		75.00	COURT APPT MA/JT/BM JV-16-165	131592	COURT APPT ATTY-DEP/NEG/TER

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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
60	01-013-000-0000-6272		COURT APPT NC/KK/JL JV-16-229	131593	COURT APPT ATTY-DEP/NEG/TER
65	01-013-000-0000-6273		COURT APPT ARH FA-17-68	131596	COURT APPT ATTY-OTHER
62	01-013-000-0000-6272		COURT APPT AH/CV/JP JV-17-63	131597	COURT APPT ATTY-DEP/NEG/TER
64	01-013-000-0000-6273		COURT APPT NMT FA-17-95	131598	COURT APPT ATTY-OTHER
61	01-013-000-0000-6272		COURT APPT MT/EB JV-17-62	131600	COURT APPT ATTY-DEP/NEG/TER
3146	MELCHERT HUBERT SJODIN PLLP	4,245.00	22 Transactions		
6440	MELCHERT HUBERT SJODIN PLLP				
76	01-013-000-0000-6272	30.00	COURT APPT JR/MR JV-16-118	131233	COURT APPT ATTY-DEP/NEG/TER
78	01-013-000-0000-6272	510.00	COURT APPT TM/EM/MK JV-16-189	131261	COURT APPT ATTY-DEP/NEG/TER
75	01-013-000-0000-6272	120.00	COURT APPT RH/LH JV-12-205	131278	COURT APPT ATTY-DEP/NEG/TER
79	01-013-000-0000-6272	255.00	CRT APPT NJ/EF/AC/JF JV-16-84	131283	COURT APPT ATTY-DEP/NEG/TER
77	01-013-000-0000-6272	345.00	COURT APPT MA/NP JV-16-175	131287	COURT APPT ATTY-DEP/NEG/TER
74	01-013-000-0000-6272	885.00	COURT APPT GS/JS JV-16-225	131651	COURT APPT ATTY-DEP/NEG/TER
6440	MELCHERT HUBERT SJODIN PLLP	2,145.00	6 Transactions		
13	DEPT Total:	6,431.73	COURT ADMINISTRATOR'S	3 Vendors	29 Transactions
31	DEPT		COUNTY ADMINISTRATOR'S		
14	ASSOCIATION OF MINNESOTA COUNTIE				
129	01-031-000-0000-6245	125.00	MCHRNA CONFERENCE-MW	47179	DUES AND REGISTRATION FEES
14	ASSOCIATION OF MINNESOTA COUNTIE	125.00	1 Transactions		
31	DEPT Total:	125.00	COUNTY ADMINISTRATOR'S	1 Vendors	1 Transactions
41	DEPT		COUNTY AUDITOR-TREASURER'S		
5251	INFORMATION SYSTEMS CORP				
254	01-041-000-0000-6612	949.00	CANON DRM160II SCANNER-LP	24467	CAPITAL - \$100-\$5,000 (INVENTORY)
255	01-041-000-0000-6612	949.00	CANON DRM160II SCANNER-BP	24467	CAPITAL - \$100-\$5,000 (INVENTORY)
5251	INFORMATION SYSTEMS CORP	1,898.00	2 Transactions		
41	DEPT Total:	1,898.00	COUNTY AUDITOR-TREASURER'S	1 Vendors	2 Transactions
65	DEPT		INFORMATION SYSTEMS		
2589	SHI INTERNATIONAL CORP				
287	01-065-000-0000-6321	1,409.00	ANNUAL VMWARE VCENTER SUPPORT	B06460111	MAINTENANCE AGREEMENTS
288	01-065-000-0000-6321	8,220.00	ANNUAL VMWARE 24X7 SUPPORT	B06460111	MAINTENANCE AGREEMENTS

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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	Amount	Service Dates	On Behalf of Name
	2589 SHI INTERNATIONAL CORP		9,629.00	2 Transactions	
	401 SYNTAX INC				
291	01-065-000-0000-6269		2,845.00	RENEWAL OF MAINTENANCE	0223547-IN CONTRACTS
	401 SYNTAX INC		2,845.00	1 Transactions	
65	DEPT Total:		12,474.00	INFORMATION SYSTEMS	2 Vendors 3 Transactions
76	DEPT			CENTRAL SERVICES-COUNTY WIDE	
	1886 BMO				
136	01-076-000-0000-6205		253.65	USPS	9909 POSTAGE AND POSTAL BOX RENTAL
	1886 BMO		253.65	1 Transactions	
	5918 CENTURY LINK				
14	01-076-000-0000-6203		55.78	CIRCUIT CHARGE	66XCD6-S-17105 COMMUNICATIONS
	5918 CENTURY LINK		55.78	1 Transactions	
	11580 CENTURYLINK				
15	01-076-000-0000-6203		729.81	LONG DISTANCE	320439462 COMMUNICATIONS
				04/21/2017 05/20/2017 0	
	11580 CENTURYLINK		729.81	1 Transactions	
	1857 METRO SALES INC				
102	01-076-000-0000-6321		83.02	COPIER MAINT MPC5503-SHERIFF	INV777368 MAINTENANCE AGREEMENTS
103	01-076-000-0000-6321		180.10	COPIER MAINT MPC4504-JAIL	INV779248 MAINTENANCE AGREEMENTS
104	01-076-000-0000-6321		511.75	COPIER MAINT MPC6004-AT	INV779248 MAINTENANCE AGREEMENTS
101	01-076-000-0000-6321		30.15	COPIER MAINT MP3054-CRT SVC	INV781962 MAINTENANCE AGREEMENTS
	1857 METRO SALES INC		805.02	4 Transactions	
76	DEPT Total:		1,844.26	CENTRAL SERVICES-COUNTY WIDE	4 Vendors 7 Transactions
85	DEPT			ELECTIONS	
	8599 ELECTION SYSTEMS & SOFTWARE INC				
305	01-085-000-0000-6321		12,854.57	MAINT/SUPPORT AGREEMENT	1006888 MAINTENANCE AGREEMENTS
	8599 ELECTION SYSTEMS & SOFTWARE INC		12,854.57	1 Transactions	
85	DEPT Total:		12,854.57	ELECTIONS	1 Vendors 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	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
91	DEPT				COUNTY ATTORNEY'S		
	1886	BMO					
209		01-091-000-0000-6359		322.00	MCLEOD COUNTY COURT ADMIN	1643	MISCELLANEOUS CHARGES
	1886	BMO		322.00	1 Transactions		
	60963	SEVEN COUNTY PROCESS SERVERS LLC					
119		01-091-000-0000-6350		15.00	SVC OF DOC	20170631	OTHER SERVICES & CHARGES
286		01-091-000-0000-6350		55.00	SVC OF DOC	20170646	OTHER SERVICES & CHARGES
	60963	SEVEN COUNTY PROCESS SERVERS LLC		70.00	2 Transactions		
91	DEPT Total:			392.00	COUNTY ATTORNEY'S	2 Vendors	3 Transactions
103	DEPT				COUNTY ASSESSOR'S		
	1886	BMO					
208		01-103-000-0000-6245		540.00	MAAO	9891	DUES AND REGISTRATION FEES
207		01-103-000-0000-6450		22.86	BEEN VERIFIED	9891	SUBSCRIPTIONS
	1886	BMO		562.86	2 Transactions		
103	DEPT Total:			562.86	COUNTY ASSESSOR'S	1 Vendors	2 Transactions
107	DEPT				COUNTY PLANNING AND ZONING		
	2744	MINNESOTA ASSOCIATION OF COUNTY					
106		01-107-000-0000-6245		80.00	MACPZA REGISTRATION-L GASOW		DUES AND REGISTRATION FEES
	2744	MINNESOTA ASSOCIATION OF COUNTY		80.00	1 Transactions		
107	DEPT Total:			80.00	COUNTY PLANNING AND ZONING	1 Vendors	1 Transactions
111	DEPT				COURTHOUSE BUILDING		
	3375	FOSTER MECHANICAL					
28		01-111-000-0000-6303		377.50	REPAIR CHILLER-DISPATCH	9220	REPAIR AND MAINTENANCE SERVICES
	3375	FOSTER MECHANICAL		377.50	1 Transactions		
	869	HILLYARD HUTCHINSON					
35		01-111-000-0000-6415		113.64	VAC BAGS	602499300	CLEANING SUPPLIES
	869	HILLYARD HUTCHINSON		113.64	1 Transactions		
	1202	MEI TOTAL ELEVATOR SOLUTIONS					
51		01-111-000-0000-6303		3,334.00	REPLACEMENT MOTOR STARTER	702884	REPAIR AND MAINTENANCE SERVICES

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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
1202	MEI TOTAL ELEVATOR SOLUTIONS		3,334.00	1 Transactions	
881	MIDWEST MACHINERY CO				
105	01-111-000-0000-6303	745.73	TRACTOR MAINT FOR SEASON	1441959	REPAIR AND MAINTENANCE SERVICES
881	MIDWEST MACHINERY CO	745.73	1 Transactions		
2180	PLUMBING AND HEATING BY CRAIG				
115	01-111-000-0000-6303	174.00	RODDING DRAIN LINE	93911	REPAIR AND MAINTENANCE SERVICES
2180	PLUMBING AND HEATING BY CRAIG	174.00	1 Transactions		
111	DEPT Total:	4,744.87	COURTHOUSE BUILDING	5 Vendors	5 Transactions
117	DEPT		FAIRGROUNDS		
869	HILLYARD HUTCHINSON				
36	01-117-000-0000-6415	428.61	TOILET TISSUE/PAPER TOWELS	602513303	CLEANING SUPPLIES
869	HILLYARD HUTCHINSON	428.61	1 Transactions		
5771	NU-TELECOM				
110	01-117-000-0000-6203	79.90	PHONE FOR MAY	82016616	COMMUNICATIONS
			05/01/2017 05/31/2017	0	
5771	NU-TELECOM	79.90	1 Transactions		
117	DEPT Total:	508.51	FAIRGROUNDS	2 Vendors	2 Transactions
121	DEPT		VETERAN SERVICES		
6009	INNOVATIVE OFFICE SOLUTIONS LLC				
48	01-121-000-0000-6402	92.11	OFFICE SUPPLY	1590907	OFFICE SUPPLIES
6009	INNOVATIVE OFFICE SOLUTIONS LLC	92.11	1 Transactions		
121	DEPT Total:	92.11	VETERAN SERVICES	1 Vendors	1 Transactions
201	DEPT		COUNTY SHERIFF'S OFFICE		
1886	BMO				
161	01-201-202-0000-6336	100.00	CRAGUNS RESORT	1536	MEALS, LODGING, PARKING & MISCELLAN
162	01-201-202-0000-6336	100.00	CRAGUNS RESORT	1536	MEALS, LODGING, PARKING & MISCELLAN
163	01-201-206-0000-6336	78.38	GRANDVIEW LODGE	1536	MEALS, LODGING, PARKING & MISCELLAN
159	01-201-206-0000-6360	150.00	BCA	1536	TRAINING - PATROL

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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	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
	1886 BMO		428.38	4 Transactions		
17	11580 CENTURYLINK 01-201-000-0000-6203		77.38	LONG DISTANCE 04/21/2017 05/20/2017	320439462 0	COMMUNICATIONS
	11580 CENTURYLINK		77.38	1 Transactions		
301	5771 NU-TELECOM 01-201-000-0000-6203		143.68	111-2290 SPEC ACC VOICE 05/01/2017 05/31/2017	82016233 0	COMMUNICATIONS
	5771 NU-TELECOM		143.68	1 Transactions		
201	DEPT Total:		649.44	COUNTY SHERIFF'S OFFICE	3 Vendors	6 Transactions
251	DEPT			COUNTY JAIL		
	1886 BMO					
133	01-251-000-0000-6145		25.77	AMAZON	1528	UNIFORM ALLOWANCE
134	01-251-000-0000-6268		13.14	AMAZON	1528	MEDICAL AID TO PRISONERS
135	01-251-000-0000-6415		20.37	TARGET	1528	CLEANING SUPPLIES
	1886 BMO		59.28	3 Transactions		
251	DEPT Total:		59.28	COUNTY JAIL	1 Vendors	3 Transactions
255	DEPT			COUNTY COURT SERVICES		
	8564 OFFICE DEPOT INC					
114	01-255-000-0000-6402		79.60	OFFICE SUPPLIES	9201221270015	OFFICE SUPPLIES
	8564 OFFICE DEPOT INC		79.60	1 Transactions		
255	DEPT Total:		79.60	COUNTY COURT SERVICES	1 Vendors	1 Transactions
485	DEPT			COUNTY PUBLIC HEALTH NURSING		
	3894 907 DALE ST LLC					
1	01-485-000-0000-6350		500.00	RENT		OTHER SERVICES & CHARGES
	3894 907 DALE ST LLC		500.00	1 Transactions		
	1886 BMO					
150	01-485-000-0000-6336		100.32	CROSSINGS	7441	MEALS, LODGING, PARKING & MISCELLAN
138	01-485-000-0000-6245		65.00	EVENTBRIGHT	9556	DUES AND REGISTRATION FEES

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
146	01-485-000-0000-6245		MN BOARD OF NURSING	9556	DUES AND REGISTRATION FEES
148	01-485-000-0000-6245		U OF MN	9556	DUES AND REGISTRATION FEES
145	01-485-000-0000-6350		WALMART	9556	OTHER SERVICES & CHARGES
147	01-485-000-0000-6350		AMAZON	9556	OTHER SERVICES & CHARGES
149	01-485-000-0000-6350		WALMART	9556	OTHER SERVICES & CHARGES
141	01-485-000-0000-6364		ALDI	9556	COUNTY EMPLOYEE WELLNESS COMMITT
142	01-485-000-0000-6364		CASEYS	9556	COUNTY EMPLOYEE WELLNESS COMMITT
137	01-485-000-0000-6402		NOODLE SOUP	9556	OFFICE SUPPLIES
140	01-485-000-0000-6402		WALMART	9556	OFFICE SUPPLIES
143	01-485-000-0000-6402		WALMART	9556	OFFICE SUPPLIES
144	01-485-000-0000-6402		WALMART	9556	OFFICE SUPPLIES
1886	BMO	964.67	13 Transactions		
6090	BUSINESSWARE SOLUTIONS				
11	01-485-000-0000-6403	11.00	MONTHLY COST PER PRINT	271440	PRINTED PAPER SUPPLIES
6090	BUSINESSWARE SOLUTIONS	11.00	1 Transactions		
11580	CENTURYLINK				
18	01-485-000-0000-6203	69.52	LONG DISTANCE	320439462	COMMUNICATIONS
			04/21/2017 05/20/2017	0	
11580	CENTURYLINK	69.52	1 Transactions		
52052	GOLDEN TONGUE CONSULTANTS INC				
31	01-485-000-0000-6269	1,958.34	63.50 HRS APR @ \$30.84		CONTRACTS
32	01-485-000-0000-6335	9.80	28 MLG APR		MILEAGE EXPENSE
52052	GOLDEN TONGUE CONSULTANTS INC	1,968.14	2 Transactions		
1269	HUTCHINSON HEALTH				
45	01-485-000-0000-6364	2,544.00	FASTING LIPIDS	01397	COUNTY EMPLOYEE WELLNESS COMMITT
1269	HUTCHINSON HEALTH	2,544.00	1 Transactions		
2589	SHI INTERNATIONAL CORP				
289	01-485-000-0000-6612	3,760.00	4 LENOVO NOTEBOOKS	B06434482	CAPITAL - \$100-\$5,000 (INVENTORY)
290	01-485-000-0000-6612	772.00	4 LENOVO THINK PAD DOCK	B06434482	CAPITAL - \$100-\$5,000 (INVENTORY)
2589	SHI INTERNATIONAL CORP	4,532.00	2 Transactions		
1509	STEPPING STONE THERAPEUTIC INC				
120	01-485-000-0000-6350	548.76	REFLECTIVE PRACTICE	0116INV1150	OTHER SERVICES & CHARGES
			04/24/2017 04/24/2017	0	

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1509 STEPPING STONE THERAPEUTIC INC		548.76	1 Transactions	
485 DEPT Total:		11,138.09	COUNTY PUBLIC HEALTH NURSING	8 Vendors 22 Transactions
520 DEPT		COUNTY PARK'S		
2777 ACE HARDWARE				
3 01-520-000-0000-6423		17.47	SUPPLIES	7855-297584 LANDSCAPING MATERIALS
2 01-520-000-0000-6423		9.59	SUPPLIES	7855-297586 LANDSCAPING MATERIALS
2777 ACE HARDWARE		27.06	2 Transactions	
1886 BMO				
151 01-520-000-0000-6350		28.75	USPS	1684 OTHER SERVICES & CHARGES
152 01-520-000-0000-6402		81.59	BEST BUY	1684 OFFICE SUPPLIES
1886 BMO		110.34	2 Transactions	
5906 CENTURYLINK				
13 01-520-000-0000-6203		95.92	525 CARETAKER OFFICE PHONE	313540758 COMMUNICATIONS
12 01-520-000-0000-6203		51.80	525 SHOP	314102204 COMMUNICATIONS
5906 CENTURYLINK		147.72	2 Transactions	
136 HUTCHINSON CO-OP				
40 01-520-000-0000-6455		20.01	FUEL	676847 MOTOR FUELS AND LUBRICATION
38 01-520-000-0000-6455		12.00	FUEL	686035 MOTOR FUELS AND LUBRICATION
39 01-520-000-0000-6455		21.50	FUEL	691048 MOTOR FUELS AND LUBRICATION
41 01-520-000-0000-6455		13.50	FUEL	748003 MOTOR FUELS AND LUBRICATION
44 01-520-000-0000-6455		42.00	FUEL	749073 MOTOR FUELS AND LUBRICATION
42 01-520-000-0000-6455		37.10	FUEL	752854 MOTOR FUELS AND LUBRICATION
37 01-520-000-0000-6455		45.00	FUEL	754257 MOTOR FUELS AND LUBRICATION
43 01-520-000-0000-6455		55.40	FUEL	754639 MOTOR FUELS AND LUBRICATION
136 HUTCHINSON CO-OP		246.51	8 Transactions	
2825 MENARDS HUTCHINSON				
80 01-520-000-0000-6423		79.31	SUPPLIES INV #9881	ACCT#31550303 LANDSCAPING MATERIALS
81 01-520-000-0000-6423		80.23	SUPPLINS INV#9227	ACCT#31550303 LANDSCAPING MATERIALS
2825 MENARDS HUTCHINSON		159.54	2 Transactions	
520 DEPT Total:		691.17	COUNTY PARK'S	5 Vendors 16 Transactions

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	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
603	DEPT			COUNTY EXTENSION		
	1886 BMO					
153	01-603-000-0000-6351		41.34	WALMART	1668	AFTER SCHOOL PROGRAM
154	01-603-000-0000-6351		54.75	WALMART	1668	AFTER SCHOOL PROGRAM
157	01-603-000-0000-6351		15.84	WALMART	1668	AFTER SCHOOL PROGRAM
158	01-603-000-0000-6351		27.05	WALMART	1668	AFTER SCHOOL PROGRAM
156	01-603-000-0000-6402		38.59	STAPLES	1668	OFFICE SUPPLIES
155	01-603-000-0000-6612		130.59	AMAZON	1668	CAPITAL - \$100-\$5,000 (INVENTORY)
	1886 BMO		308.16	6 Transactions		
603	DEPT Total:		308.16	COUNTY EXTENSION	1 Vendors	6 Transactions
609	DEPT			ENVIRONMENTAL SERVICES		
	1886 BMO					
165	01-609-000-0000-6350		35.00	UNHINGED PIZZA	0963	OTHER SERVICES & CHARGES
	1886 BMO		35.00	1 Transactions		
609	DEPT Total:		35.00	ENVIRONMENTAL SERVICES	1 Vendors	1 Transactions
615	DEPT			ISTS COMMITTEE		
	91 FRANKLIN PRINTING INC					
29	01-615-000-0000-6402		69.62	SOIL VERIFICATION FORMS	170356	OFFICE SUPPLIES
	91 FRANKLIN PRINTING INC		69.62	1 Transactions		
615	DEPT Total:		69.62	ISTS COMMITTEE	1 Vendors	1 Transactions
1	Fund Total:		55,103.09	GENERAL REVENUE FUND		115 Transactions

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310	DEPT					HIGHWAY MAINTENANCE		
	1803	FASTENAL COMPANY						
27		03-310-000-0000-6503			42.88	SIGN SHOP SUPPLIES	MNHUT142282	TRAFFIC SIGNS & POST
	1803	FASTENAL COMPANY			42.88	1 Transactions		
310	DEPT Total:				42.88	HIGHWAY MAINTENANCE	1 Vendors	1 Transactions
320	DEPT					HIGHWAY CONSTRUCTION		
	1886	BMO						
170		03-320-000-0000-6501			64.32	GILSON COMPANY	9937	ENGINEERING & SURVEYING SUPPLIES
171		03-320-000-0000-6501			290.80	DESLAURIERS INC	9937	ENGINEERING & SURVEYING SUPPLIES
	1886	BMO			355.12	2 Transactions		
	3896	KRONE/KATHY & LEON V						
263		03-320-000-0000-6639			243.00	TEMPORARY EASEMENT SAP 615-014	CSAH 15 PRCL15	RIGHT-OF-WAY ACQUISITION-TEMP
262		03-320-000-0000-6640			907.00	PERM EASEMENT SAP 615-014	CSAH 15 PRCL15	RIGHT-OF-WAY ACQUISITION
	3896	KRONE/KATHY & LEON V			1,150.00	2 Transactions		
	3897	TRUST AGREEMENT OF WARREN &MARY						
293		03-320-000-0000-6639			700.00	OTHER DAMAGES SAP 614-014	CSAH 15 PRCL17	RIGHT-OF-WAY ACQUISITION-TEMP
292		03-320-000-0000-6640			1,200.00	PERM EASEMENT SAP 615-014	CSAH 15 PRCL17	RIGHT-OF-WAY ACQUISITION
294		03-320-000-0000-6640			300.00	PERM EASEMENT SAP 615-014	CSAH 15 PRCL18	RIGHT-OF-WAY ACQUISITION
	3897	TRUST AGREEMENT OF WARREN &MARY			2,200.00	3 Transactions		
	3895	US BANK NATIONAL ASSOCIATION						
295		03-320-000-0000-6640			100.00	CONSENT OF LIEN HOLDER	CSAH 15 PRCL 9	RIGHT-OF-WAY ACQUISITION
	3895	US BANK NATIONAL ASSOCIATION			100.00	1 Transactions		
320	DEPT Total:				3,805.12	HIGHWAY CONSTRUCTION	4 Vendors	8 Transactions
330	DEPT					HIGHWAY ADMINISTRATION		
	1886	BMO						
172		03-330-000-0000-6205			3.22	USPS	9937	POSTAGE AND POSTAL BOX RENTAL
174		03-330-000-0000-6205			49.00	USPS	9937	POSTAGE AND POSTAL BOX RENTAL
175		03-330-000-0000-6205			1.40	USPS	9937	POSTAGE AND POSTAL BOX RENTAL
167		03-330-000-0000-6336			251.38	HILTON HOME2SUITES	9937	MEALS, LODGING, PARKING & MISCELLAN
168		03-330-000-0000-6336			251.38	HILTON HOME2SUITES	9937	MEALS, LODGING, PARKING & MISCELLAN
169		03-330-000-0000-6336			251.38	HILTON HOME2SUITES	9937	MEALS, LODGING, PARKING & MISCELLAN

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173	03-330-000-0000-6336		COUNTRY INN & SUITES	9937	MEALS, LODGING, PARKING & MISCELLAN
1886	BMO		7 Transactions		
1857	METRO SALES INC				
100	03-330-000-0000-6321		COPIER MAINT MPC5503-HWY	INV781963	MAINTENANCE AGREEMENTS
1857	METRO SALES INC		1 Transactions		
330	DEPT Total:	1,236.44	HIGHWAY ADMINISTRATION	2 Vendors	8 Transactions
340	DEPT		HIGHWAY EQUIPMENT MAINTENANCE		
1069	AG SYSTEMS INC				
4	03-340-000-0000-6425	40.44	PARTS	C58949	REPAIR AND MAINTENANCE SUPPLIES
1069	AG SYSTEMS INC	40.44	1 Transactions		
1505	AUTO VALUE				
7	03-340-000-0000-6425	69.96	PARTS	44070047	REPAIR AND MAINTENANCE SUPPLIES
8	03-340-000-0000-6425	144.96	PARTS	44070487	REPAIR AND MAINTENANCE SUPPLIES
9	03-340-000-0000-6425	23.85	PARTS	44070764	REPAIR AND MAINTENANCE SUPPLIES
6	03-340-000-0000-6590	59.88	MECH SHOP SUPPLIES	44071224	TOOLS & SHOP MATERIALS
1505	AUTO VALUE	298.65	4 Transactions		
1886	BMO				
176	03-340-000-0000-6425	437.07	MIDWEST DIESEL	9945	REPAIR AND MAINTENANCE SUPPLIES
1886	BMO	437.07	1 Transactions		
5253	NORTH CENTRAL INTERNATIONAL				
108	03-340-000-0000-6425	164.00	PARTS	166265	REPAIR AND MAINTENANCE SUPPLIES
107	03-340-000-0000-6425	84.02	PARTS	166293	REPAIR AND MAINTENANCE SUPPLIES
109	03-340-000-0000-6425	168.04	PARTS	166310	REPAIR AND MAINTENANCE SUPPLIES
5253	NORTH CENTRAL INTERNATIONAL	416.06	3 Transactions		
1087	O REILLY AUTOMOTIVE INC				
111	03-340-000-0000-6425	40.10	PARTS	1522-414823	REPAIR AND MAINTENANCE SUPPLIES
112	03-340-000-0000-6425	16.73	PARTS	1522-414970	REPAIR AND MAINTENANCE SUPPLIES
113	03-340-000-0000-6425	38.14	PARTS	1522-415039	REPAIR AND MAINTENANCE SUPPLIES
1087	O REILLY AUTOMOTIVE INC	94.97	3 Transactions		
1457	PRO AUTO & TRANSMISSION REPAIR INC				
116	03-340-000-0000-6303	254.90	LABOR	3063849	REPAIR AND MAINTENANC SERVICES

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117	03-340-000-0000-6425		206.44	PARTS	3063849	REPAIR AND MAINTENANCE SUPPLIES	
1457	PRO AUTO & TRANSMISSION REPAIR INC		461.34	2 Transactions			
340	DEPT Total:		1,748.53	HIGHWAY EQUIPMENT MAINTENANCE	6 Vendors	14 Transactions	
3	Fund Total:		6,832.97	ROAD & BRIDGE FUND		31 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		
	11580	CENTURYLINK						
19		05-391-000-0000-6203			4.47	LONG DISTANCE	320439462	COMMUNICATIONS
						04/21/2017	05/20/2017	
	11580	CENTURYLINK			4.47	1 Transactions	0	
	869	HILLYARD HUTCHINSON						
243		05-391-000-0000-6415			26.97	SUPPLIES	602499313	CLEANING SUPPLIES
	869	HILLYARD HUTCHINSON			26.97	1 Transactions		
	664	LENTSCH TRUCKING						
267		05-391-000-0000-6269			75.00	PRODUCT RETURN		CONTRACTS
	664	LENTSCH TRUCKING			75.00	1 Transactions		
	2825	MENARDS HUTCHINSON						
270		05-391-000-0000-6561			91.74	CEILING TILES INV#9816	ACCT#31550331	REPAIR AND MAINTENANCE-OTHER
	2825	MENARDS HUTCHINSON			91.74	1 Transactions		
391	DEPT Total:				198.18	SOLID WASTE TIP FEE	4 Vendors	4 Transactions
392	DEPT					SOLID WASTE ABATEMENT		
	953	MID MINNESOTA DEVELOPMENT COMM						
271		05-392-000-0000-6269			450.00	GRANT PREPARATION	FY-17-13	CONTRACTS
	953	MID MINNESOTA DEVELOPMENT COMM			450.00	1 Transactions		
392	DEPT Total:				450.00	SOLID WASTE ABATEMENT	1 Vendors	1 Transactions
393	DEPT					MATERIALS RECOVERY FACILITY		
	2759	3M						
122		05-393-000-0000-6412			2,146.05	1ST QTR OCC	1000430	FIBER RECOVERY
	2759	3M			2,146.05	1 Transactions		
	2087	ACTS INC						
123		05-393-000-0000-6412			56.25	1ST QTR 2017	1000396	FIBER RECOVERY
	2087	ACTS INC			56.25	1 Transactions		
	340	ADULT TRAINING AND HABILITATION II						
126		05-393-000-0000-6269			50.35	CAR SEAT DISASSEMBLE	151759	CONTACTS

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
125	05-393-000-0000-6269		CAR SEAT DISASSEMBLE	151763	CONTACTS
124	05-393-000-0000-6269		CAR SEAT DISASSEMBLE	151793	CONTACTS
128	05-393-000-0000-6269		SORT LINE	151839	CONTACTS
			04/03/2017 04/14/2017	0	
127	05-393-000-0000-6269		CAR SEAT DISASSEMBLE	151840	CONTACTS
340	ADULT TRAINING AND HABILITATION II		5 Transactions		
593	BENNETT MATERIAL HANDLING				
132	05-393-000-0000-6560		FORKLIFT REPAIRS	01S4467830	REPAIR AND MAINTENANCE-EQUIPMENT
131	05-393-000-0000-6560		FORKLIFT REPAIRS	01S4469930	REPAIR AND MAINTENANCE-EQUIPMENT
130	05-393-000-0000-6560		FORKLIFT REPAIRS	01S4470020	REPAIR AND MAINTENANCE-EQUIPMENT
593	BENNETT MATERIAL HANDLING		3 Transactions		
8197	CENTRAL HYDRAULICS INC				
226	05-393-000-0000-6560		REPLACEMENT HOSE-BOBCAT	42425	REPAIR AND MAINTENANCE-EQUIPMENT
8197	CENTRAL HYDRAULICS INC		1 Transactions		
11580	CENTURYLINK				
20	05-393-000-0000-6203		LONG DISTANCE	320439462	COMMUNICATIONS
			04/21/2017 05/20/2017	0	
11580	CENTURYLINK		1 Transactions		
11250	CHIPPEWA ENTERPRISES INC				
229	05-393-000-0000-6412		RECYCLING 1ST QTR 2017		FIBER RECOVERY
228	05-393-000-0000-6412	AP 4	PLASTIC SORTING 2016	1000419	FIBER RECOVERY
11250	CHIPPEWA ENTERPRISES INC		2 Transactions		
4007	DROP N GO SHIPPING				
232	05-393-000-0000-6205		POSTAGE MRF SAMPLES	134162	POSTAGE AND POSTAL BOX RENTAL
4007	DROP N GO SHIPPING		1 Transactions		
5050	EMPLOYMENT PLUS OF WILLMAR INC				
233	05-393-000-0000-6105		TEMP EMPLOYEE J NECAS	40533	SALARIES AND WAGES - FULL TIME
234	05-393-000-0000-6105		TEMP EMPLOYEE J NECAS	40565	SALARIES AND WAGES - FULL TIME
235	05-393-000-0000-6105		TEMP EMPLOYEE J NECAS	40597	SALARIES AND WAGES - FULL TIME
5050	EMPLOYMENT PLUS OF WILLMAR INC		3 Transactions		
1803	FASTENAL COMPANY				
236	05-393-000-0000-6410		OP SUPPLIES	141885	BUILDING AND SAFETY SUPPLIES

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237	05-393-000-0000-6410		OP SUPPLIES	142150	BUILDING AND SAFETY SUPPLIES
1803	FASTENAL COMPANY		2 Transactions		
2355	HELPING HAND OF OLIVIA, INC				
242	05-393-000-0000-6412		PAPER DRIVE OCC	1000453	FIBER RECOVERY
2355	HELPING HAND OF OLIVIA, INC		1 Transactions		
136	HUTCHINSON CO-OP				
244	05-393-000-0000-6350		GARAGE LP HEATING	20239	OTHER SERVICES & CHARGES
245	05-393-000-0000-6350		FINANCE CHARGE	20239	OTHER SERVICES & CHARGES
247	05-393-000-0000-6350		DIESEL	3280	OTHER SERVICES & CHARGES
250	05-393-000-0000-6350		LP GAS	743898	OTHER SERVICES & CHARGES
248	05-393-000-0000-6350		LP GAS	745966	OTHER SERVICES & CHARGES
249	05-393-000-0000-6350		LP GAS	748585	OTHER SERVICES & CHARGES
246	05-393-000-0000-6350		LP GAS	750575	OTHER SERVICES & CHARGES
136	HUTCHINSON CO-OP		7 Transactions		
142	HUTCHINSON WHOLESALE SUPPLY COMI				
251	05-393-000-0000-6560		SHOP SUPPLIES	297959	REPAIR AND MAINTENANCE-EQUIPMENT
252	05-393-000-0000-6560		SHOP SUPPLIES	299266	REPAIR AND MAINTENANCE-EQUIPMENT
142	HUTCHINSON WHOLESALE SUPPLY COMI		2 Transactions		
3315	IMMANUAL LUTHERAN CHURCH				
253	05-393-000-0000-6412		PAPER DRIVE ONP	1000406	FIBER RECOVERY
3315	IMMANUAL LUTHERAN CHURCH		1 Transactions		
6009	INNOVATIVE OFFICE SOLUTIONS LLC				
258	05-393-000-0000-6402		OFFICE SUPPLIES	IN1576060	OFFICE SUPPLIES
6009	INNOVATIVE OFFICE SOLUTIONS LLC		1 Transactions		
2037	KANDI WORKS				
259	05-393-000-0000-6412		1ST QTR RECYCLING	1000450	FIBER RECOVERY
260	05-393-000-0000-6412	AP 4	4TH QTR 2016	1000450	FIBER RECOVERY
2037	KANDI WORKS		2 Transactions		
1129	KDUZ AM KARP FM RADIO				
261	05-393-000-0000-6243		AG RECYCLING	33355-1	PUBLIC EDUCATION
1129	KDUZ AM KARP FM RADIO		1 Transactions		

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
664	LENTSCH TRUCKING					
264	05-393-000-0000-6269		60.00	RECYCLABLES PICKED UP		CONTACTS
265	05-393-000-0000-6269		3,150.00	RECYCLED MATL SHIPPING		CONTACTS
266	05-393-000-0000-6269		465.00	PAPER DRIVE		CONTACTS
664	LENTSCH TRUCKING		3,675.00	3 Transactions		
1094	MATHESON TRI-GAS INC					
268	05-393-000-0000-6350		40.08	TANK REFILL	15360712	OTHER SERVICES & CHARGES
1094	MATHESON TRI-GAS INC		40.08	1 Transactions		
3166	MEEKER COUNTY AUDITOR					
269	05-393-000-0000-6243		135.00	AG RECYCLING		PUBLIC EDUCATION
3166	MEEKER COUNTY AUDITOR		135.00	1 Transactions		
2646	MINNESOTA RUBBER					
273	05-393-000-0000-6412		59.20	1ST QTR OCC RECYCLING 2017	1000440	FIBER RECOVERY
2646	MINNESOTA RUBBER		59.20	1 Transactions		
3119	OHLY AMERICAS					
274	05-393-000-0000-6412		177.21	1ST QTR 2017 OCC REDEMPTION	1000439	FIBER RECOVERY
3119	OHLY AMERICAS		177.21	1 Transactions		
5214	PLASTI FAB					
275	05-393-000-0000-6412		174.05	COMMERCIAL OCC	1000435	FIBER RECOVERY
5214	PLASTI FAB		174.05	1 Transactions		
517	PRIDE SOLUTIONS					
276	05-393-000-0000-6412		64.95	1ST QTR 2017 COMMERCIAL OCC	1000437	FIBER RECOVERY
517	PRIDE SOLUTIONS		64.95	1 Transactions		
54277	PROWORKS INC					
277	05-393-000-0000-6412	AP 4	303.80	4TH QTR 2016	1000434	FIBER RECOVERY
54277	PROWORKS INC		303.80	1 Transactions		
1038	REINER ENTERPRISES INC					
279	05-393-000-0000-6269		840.00	RECYCLED MATL SHIPPING	2636	CONTACTS
280	05-393-000-0000-6269		2,100.00	RECYCLABLES PICKUP	2637	CONTACTS
278	05-393-000-0000-6269		1,968.75	RECYCLABLES PICKUP	2640	CONTACTS
281	05-393-000-0000-6269		560.00	RECYCLED MATL SHIPPING	2644	CONTACTS

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5 SOLID WASTE FUND

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
282	05-393-000-0000-6269		RECYCLABLES PICKUP	2647	CONTACTS
283	05-393-000-0000-6269		RECYCLABLES PICKUP	2649	CONTACTS
1038	REINER ENTERPRISES INC	10,137.50	6 Transactions		
7118	RUNNINGS SUPPLY INC				
284	05-393-000-0000-6410	258.96	GLOVES	4316860	BUILDING AND SAFETY SUPPLIES
7118	RUNNINGS SUPPLY INC	258.96	1 Transactions		
2826	S & S TRUCK & TRAILER REPAIR				
285	05-393-000-0000-6560	781.35	SEMI REPAIR	1179	REPAIR AND MAINTENANCE-EQUIPMENT
2826	S & S TRUCK & TRAILER REPAIR	781.35	1 Transactions		
4170	WASTE MANAGEMENT OF WI MN				
298	05-393-000-0000-6257	631.06	GLASS FIND DISPOSAL	14524-1702-0	SEWER, WATER AND GARBAGE REMOVAL
296	05-393-000-0000-6257	1,822.28	RECYCLING RESIDUE GARBAGE	7018373-1593-9	SEWER, WATER AND GARBAGE REMOVAL
297	05-393-000-0000-6257	140.00	MATTRESS DISPOSAL	7018373-1593-9	SEWER, WATER AND GARBAGE REMOVAL
4170	WASTE MANAGEMENT OF WI MN	2,593.34	3 Transactions		
393	DEPT Total:	31,941.72	MATERIALS RECOVERY FACILITY	29 Vendors	56 Transactions
397	DEPT		HOUSEHOLD HAZARDOUS WASTE		
1886	BMO				
164	05-397-000-0000-6243	23.45	WALMART	2218	PUBLIC EDUCATION
1886	BMO	23.45	1 Transactions		
11580	CENTURYLINK				
21	05-397-000-0000-6203	0.13	LONG DISATNCE	320439462	COMMUNICATIONS
			04/21/2017 05/20/2017	0	
11580	CENTURYLINK	0.13	1 Transactions		
6106	CROW RIVER SIGNS				
230	05-397-000-0000-6612	311.06	TITTB WRAP DROP BOX	4439	CAPITAL - \$100-\$5,000 (INVENTORY)
6106	CROW RIVER SIGNS	311.06	1 Transactions		
397	DEPT Total:	334.64	HOUSEHOLD HAZARDOUS WASTE	3 Vendors	3 Transactions
5	Fund Total:	32,924.54	SOLID WASTE FUND		64 Transactions

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11 HUMAN SERVICE FUND

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
420	DEPT		INCOME MAINTENANCE		
3873	AM SPEAKING				
5	11-420-600-0000-6098		1,053.50	SPEAKING FEE ANNIE MEEHAN	67 OTHER SOCIAL SERVICES
				05/11/2017 05/11/2017	0
3873	AM SPEAKING		1,053.50	1 Transactions	
1886	BMO				
197	11-420-600-0001-6336		107.51	HILTON	9531 MEALS LODGING & PARKING - BOARD ME
200	11-420-640-0010-6336		429.50	HYATT PLACE	9531 MEALS, LODGING & PARKING EXPENSE
1886	BMO		537.01	2 Transactions	
11580	CENTURYLINK				
22	11-420-600-0010-6203		258.28	LONG DISTANCE	320439462 COMMUNICATIONS/POSTAGE
				04/21/2017 05/20/2017	0
11580	CENTURYLINK		258.28	1 Transactions	
91	FRANKLIN PRINTING INC				
30	11-420-600-0010-6402		115.08	#10 REG TINTED ENVELOPES	170335 OFFICE SUPPLIES
91	FRANKLIN PRINTING INC		115.08	1 Transactions	
5251	INFORMATION SYSTEMS CORP				
47	11-420-600-0010-6402		52.43	ROLLER KIT	8920 OFFICE SUPPLIES
5251	INFORMATION SYSTEMS CORP		52.43	1 Transactions	
6009	INNOVATIVE OFFICE SOLUTIONS LLC				
50	11-420-600-0010-6402		16.20	PADS & POST-IT NOTES	IN1580680 OFFICE SUPPLIES
49	11-420-600-0010-6402		6.73	BATTERIES	IN1586662 OFFICE SUPPLIES
6009	INNOVATIVE OFFICE SOLUTIONS LLC		22.93	2 Transactions	
1857	METRO SALES INC				
83	11-420-600-0010-6321		15.23	RICOH MP 3554	IN782831 MAINTNENACE AGREEMENTS
1857	METRO SALES INC		15.23	1 Transactions	
420	DEPT Total:		2,054.46	INCOME MAINTENANCE	7 Vendors 9 Transactions
430	DEPT			INDIVIDUAL AND FAMILY SOCIAL SERVI	
1886	BMO				
189	11-430-709-0000-6033		39.24	TARGET	0940 MENTAL HLTH PILOT PROJECT-DISCRETI
188	11-430-709-0200-6098		425.00	ECONOMY INN	0940 Other Social Services

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
180	11-430-740-4890-6048		50.00	CASEYS	0940 Child MH Respite Care Tri-County Grant
178	11-430-741-4030-6071		46.37	WALMART	0940 Client Outreach - CSP
179	11-430-741-4030-6071		90.25	HUTCH CAFE	0940 Client Outreach - CSP
181	11-430-741-4030-6071		31.11	WALMART	0940 Client Outreach - CSP
182	11-430-741-4030-6071		89.88	WALMART	0940 Client Outreach - CSP
183	11-430-741-4030-6071		180.00	ST PAUL SHRINE	0940 Client Outreach - CSP
184	11-430-741-4030-6071		27.00	PATRON	0940 Client Outreach - CSP
185	11-430-741-4030-6071		195.76	RED LOBSTER	0940 Client Outreach - CSP
186	11-430-741-4030-6071		16.06	JOANN FABRIC	0940 Client Outreach - CSP
187	11-430-741-4030-6071		20.25	WALMART	0940 Client Outreach - CSP
190	11-430-741-4030-6071		26.27	AMAZON	0940 Client Outreach - CSP
191	11-430-741-4030-6071		35.92	WALMART	0940 Client Outreach - CSP
192	11-430-741-4030-6071		91.26	BUFFALO WILD WING	0940 Client Outreach - CSP
205	11-430-709-0008-6359		158.99	AMAZON	3758 CWTCM Dedicated
202	11-430-710-1020-6041		30.97	AMAZON	3758 Para-Prof FBS - PIF Mentor Trng - Care C
201	11-430-710-1160-6040		50.00	SA	3758 Social Service Transportation
203	11-430-710-1160-6040		100.00	SA	3758 Social Service Transportation
206	11-430-710-1160-6040		50.00	SA	3758 Social Service Transportation
204	11-430-710-1980-6062		8.98	WALMART	3758 Foster Care Licensing & Resource Develop
198	11-430-700-0001-6336		250.83	HILTON	9531 MEALS, LODGING, PARKING & MISCELLAN
193	11-430-709-0000-6336		716.68	HILTON	9531 MEALS LODGING & PARKING - CHILDREN
194	11-430-709-0008-6336		537.51	HILTON	9531 Meals Lodging Parking & Misc - MH Unit
195	11-430-709-0009-6336		179.17	HILTON	9531 Meals Lodging & Parking-Technical Staff
196	11-430-709-0010-6336		716.68	HILTON	9531 Meals Lodging & Parking - Adult Unit
199	11-430-709-0010-6336		65.00	ELDER JUSTICE MN	9531 Meals Lodging & Parking - Adult Unit
1886	BMO		4,229.18	27 Transactions	
11580	CENTURYLINK				
23	11-430-700-0010-6203		110.68	LONG DISTANCE	320439462 COMMUNICATIONS/POSTAGE
				04/21/2017 05/20/2017	0
11580	CENTURYLINK		110.68	1 Transactions	
91	FRANKLIN PRINTING INC				
30	11-430-700-0010-6402		268.51	#10 REG TINTED ENVELOPES	170335 OFFICE SUPPLIES
91	FRANKLIN PRINTING INC		268.51	1 Transactions	
4158	HP INC				
34	11-430-700-0010-6612		453.00	HP DISPLAY AB LR DJ	28399011 CAPITAL - \$100-\$5,000 (INVENTORY)
33	11-430-700-0010-6612		125.00	HP DISPLAY T WILMS	58389809 CAPITAL - \$100-\$5,000 (INVENTORY)

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11 HUMAN SERVICE FUND

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
4158	HP INC				
		578.00	2 Transactions		
5251	INFORMATION SYSTEMS CORP				
47	11-430-700-0010-6402	122.33	ROLLER KIT	8920	OFFICE SUPPLIES
5251	INFORMATION SYSTEMS CORP	122.33	1 Transactions		
6009	INNOVATIVE OFFICE SOLUTIONS LLC				
50	11-430-700-0010-6402	37.80	PADS & POST-IT NOTES	IN1580680	OFFICE SUPPLIES
49	11-430-700-0010-6402	15.71	BATTERIES	IN1586662	OFFICE SUPPLIES
6009	INNOVATIVE OFFICE SOLUTIONS LLC	53.51	2 Transactions		
1857	METRO SALES INC				
84	11-430-700-0010-6321	35.52	RICOH MP 3554	IN782831	MAINTENANCE AGREEMENTS
82	11-430-700-0010-6321	1,020.13	RICOH MP C5502	INV782229	MAINTENANCE AGREEMENTS
1857	METRO SALES INC	1,055.65	2 Transactions		
430	DEPT Total:	6,417.86	INDIVIDUAL AND FAMILY SOCIAL SER	7 Vendors	36 Transactions
11	Fund Total:	8,472.32	HUMAN SERVICE FUND		45 Transactions

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20 COUNTY DITCH 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
622	DEPT					COUNTY DITCH # 8		
	3078	REINERT LOGGING & LUMBER						
	307	20-622-000-0000-6302			500.00	REMOVE 2 LG BOX ELDERS CD #8	1019	Construction And Repairs
	3078	REINERT LOGGING & LUMBER			500.00	1 Transactions		
622	DEPT Total:				500.00	COUNTY DITCH # 8	1 Vendors	1 Transactions
624	DEPT					COUNTY DITCH #11		
	3856	BORKA EXCAVATING						
	303	20-624-000-0000-6302			700.00	CLEAN DEBRIS FROM CD #11	04_10_17-5	Construction And Repairs
	3856	BORKA EXCAVATING			700.00	1 Transactions		
624	DEPT Total:				700.00	COUNTY DITCH #11	1 Vendors	1 Transactions
633	DEPT					COUNTY DITCH #20 REDETERMINED		
	2294	WICK/BRAD						
	314	20-633-000-0000-6302			76.87	REDETERMINATION HOURS 3 (57%)	04112017	Construction And Repairs
	315	20-633-000-0000-6302			9.14	REDETERMINATION MILES 30 (57%)	04112017	Construction And Repairs
	2294	WICK/BRAD			86.01	2 Transactions		
633	DEPT Total:				86.01	COUNTY DITCH #20 REDETERMINED	1 Vendors	2 Transactions
635	DEPT					COUNTY DITCH #22 REDETERMINED		
	3555	HUTTON INC						
	306	20-635-000-0000-6302			5,690.97	PAYMENT #4		Construction And Repairs
	3555	HUTTON INC			5,690.97	1 Transactions		
	9825	SHORT ELLIOTT HENDRICKSON INC						
	310	20-635-000-0000-6302			3,609.08	ENGINEERING WORK CD #22	331164	Construction And Repairs
	9825	SHORT ELLIOTT HENDRICKSON INC			3,609.08	1 Transactions		
	2294	WICK/BRAD						
	316	20-635-000-0000-6302			58.13	REDETERMINATION HOURS 3 (43%)	04112017	Construction And Repairs
	317	20-635-000-0000-6302			6.91	REDETERMINATION MILES 30 (43%)	04112017	Construction And Repairs
	2294	WICK/BRAD			65.04	2 Transactions		

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	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
635	DEPT Total:		9,365.09	COUNTY DITCH #22 REDETERMINED	3 Vendors	4 Transactions
642	DEPT			COUNTY DITCH #32		
	3906 SCHWARTZ/TYLER					
308	20-642-000-0000-6302		50.00	REMOVE 1 BEAVER CD #32	5042017	Construction And Repairs
	3906 SCHWARTZ/TYLER		50.00	1 Transactions		
642	DEPT Total:		50.00	COUNTY DITCH #32	1 Vendors	1 Transactions
646	DEPT			COUNTY DITCH #36		
	3856 BORKA EXCAVATING					
304	20-646-000-0000-6302		500.00	CLEAN DEBRIS FROM CD #36	04_26_17-7	Construction And Repairs
	3856 BORKA EXCAVATING		500.00	1 Transactions		
646	DEPT Total:		500.00	COUNTY DITCH #36	1 Vendors	1 Transactions
667	DEPT			JOINT DITCH #8 MCS		
	2973 RICKERT EXCAVATING INC					
118	20-667-000-0000-6302		400.00	JD 8 TILE INVESTIGATION	1106	Construction And Repairs
	2973 RICKERT EXCAVATING INC		400.00	1 Transactions		
	2294 WICK/BRAD					
318	20-667-000-0000-6302		1,687.50	REDETERMINATION HOURS 37.5	04112017	Construction And Repairs
319	20-667-000-0000-6302		64.20	REDETERMINATION MILES 120	04112017	Construction And Repairs
	2294 WICK/BRAD		1,751.70	2 Transactions		
667	DEPT Total:		2,151.70	JOINT DITCH #8 MCS	2 Vendors	3 Transactions
669	DEPT			JUDICIAL DITCH #9 MCLEOD		
	9825 SHORT ELLIOTT HENDRICKSON INC					
311	20-669-000-0000-6302		860.50	ENGINEERING WORK JD #9	327157	Construction And Repairs
312	20-669-000-0000-6302		1,140.50	ENGINEERING WORK JD #9	328257	Construction And Repairs
309	20-669-000-0000-6302		1,139.90	ENGINEERING WORK JD #9	330177	Construction And Repairs
313	20-669-000-0000-6302		2,074.52	ENGINEERING WORK JD #9	331165	Construction And Repairs
	9825 SHORT ELLIOTT HENDRICKSON INC		5,215.42	4 Transactions		

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20 COUNTY DITCH FUND

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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>
669		DEPT Total:		5,215.42	JUDICIAL DITCH #9 MCLEOD	1 Vendors	4 Transactions
20		Fund Total:		18,568.22	COUNTY DITCH FUND		17 Transactions

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25 SPECIAL REVENUE FUND

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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>
15	DEPT					LAW LIBRARY		
	3302	MINNESOTA STATE LAW LIBRARY						
99		25-015-000-0000-6451			250.00	ANNUAL SUBSCRIPT LAW LIBRARY	17-44	Books
						03/01/2017 02/28/2018	0	
	3302	MINNESOTA STATE LAW LIBRARY			250.00	1 Transactions		
15	DEPT Total:				250.00	LAW LIBRARY	1 Vendors	1 Transactions
122	DEPT					VETERAN SERVICES-GRANTS		
	8708	CROW RIVER PRESS INC						
26		25-122-000-0000-6403			928.83	2 SIDED COLOR INSERTS (15,000)	30609	Printed Paper Supplies
	8708	CROW RIVER PRESS INC			928.83	1 Transactions		
	137	HUTCHINSON LEADER						
46		25-122-000-0000-6240			1,050.00	INSERT 15,000 FLIERS	746286	Misc Advertising
	137	HUTCHINSON LEADER			1,050.00	1 Transactions		
	5251	INFORMATION SYSTEMS CORP						
257		25-122-000-0000-6350			296.00	12 MO MAINTENANCE AGREEMENT	24466	Other Services & Charges
256		25-122-000-0000-6612			1,695.00	DUPLEX COLOR SCANNER	24466	Capital - \$100-\$5,000 (Inventory)
	5251	INFORMATION SYSTEMS CORP			1,991.00	2 Transactions		
122	DEPT Total:				3,969.83	VETERAN SERVICES-GRANTS	3 Vendors	4 Transactions
205	DEPT					CARRY CONCEAL PERMIT		
	1886	BMO						
160		25-205-000-0000-6350			145.98	AMAZON	1536	Other Services & Charges
	1886	BMO			145.98	1 Transactions		
205	DEPT Total:				145.98	CARRY CONCEAL PERMIT	1 Vendors	1 Transactions
224	DEPT					NEW CANINE ACCOUNT		
	1886	BMO						
177		25-224-000-0000-6350			72.68	PAWS INN RESORT	1601	Other Services & Charges
	1886	BMO			72.68	1 Transactions		

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25 SPECIAL REVENUE FUND

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224	DEPT Total:				72.68	NEW CANINE ACCOUNT	1 Vendors	1 Transactions
252	DEPT					JAIL CANTEEN ACCOUNT		
	5771	NU- TELECOM						
302		25-252-000-0000-6460			113.39	CABLE	82015033	Jail Supplies
						05/01/2017	05/31/2017	0
	5771	NU- TELECOM			113.39	1 Transactions		
252	DEPT Total:				113.39	JAIL CANTEEN ACCOUNT	1 Vendors	1 Transactions
285	DEPT					E-911 SYSTEM MAINTENANCE - GRANT		
	5771	NU- TELECOM						
300		25-285-000-0000-6203			588.30	587-0405 E-911	82016612	Communications - Telephone Equipment
						05/01/2017	05/31/2017	0
	5771	NU- TELECOM			588.30	1 Transactions		
285	DEPT Total:				588.30	E-911 SYSTEM MAINTENANCE - GRAM	1 Vendors	1 Transactions
519	DEPT					SNOWMOBILE TRAIL-GRANT		
	4031	CROW RIVER SNO PROS						
231		25-519-000-0000-6850			10,804.20	3RD BENCHMARK 2017		Collections For Other Agencies
	4031	CROW RIVER SNO PROS			10,804.20	1 Transactions		
519	DEPT Total:				10,804.20	SNOWMOBILE TRAIL-GRANT	1 Vendors	1 Transactions
611	DEPT					HI CREEK WATERSHED SEPTIC SYSTEM I		
	5601	MN POLLUTION CONTROL AGENCY						
86		25-611-000-0000-6720			115.03	INTEREST LOAN SRF0105		Interest
88		25-611-000-0000-6720			497.60	INTEREST LOAN SRF0192		Interest
85		25-611-000-0000-6750			5,722.60	PRINCIPAL LOAN SRF0105		Principal
87		25-611-000-0000-6750			6,005.51	PRINCIPAL LOAN SRF0192		Principal
	5601	MN POLLUTION CONTROL AGENCY			12,340.74	4 Transactions		
611	DEPT Total:				12,340.74	HI CREEK WATERSHED SEPTIC SYSTEM	1 Vendors	4 Transactions
616	DEPT					BC WATERSHED SEPTIC SYSTEM LOAN-I		
	5601	MN POLLUTION CONTROL AGENCY						

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90	25-616-000-0000-6720		INTEREST LOAN SRF0147		Interest
96	25-616-000-0000-6720		INTEREST LOAN SRF0248		Interest
89	25-616-000-0000-6750		PRINCIPAL LOAN SRF0147		Principal
95	25-616-000-0000-6750		PRINCIPAL LOAN SRF0248		Principal
5601	MN POLLUTION CONTROL AGENCY	24,323.92	4 Transactions		
616	DEPT Total:	24,323.92	BC WATERSHED SEPTIC SYSTEM LOAN	1 Vendors	4 Transactions
619	DEPT		CROW RIVER SEPTIC SYSTEM LOANS-7		
5601	MN POLLUTION CONTROL AGENCY				
92	25-619-000-0000-6720	1,476.36	INTEREST LOAN SRF0196		Interest
94	25-619-000-0000-6720	2,472.14	INTEREST LOAN SRF0214		Interest
98	25-619-000-0000-6720	3,135.36	INTEREST LOAN SRF0262		Interest
91	25-619-000-0000-6750	15,758.76	PRINCIPAL LOAN SRF0196		Principal
93	25-619-000-0000-6750	16,538.92	PRINCIPAL LOAN SRF0214		Principal
97	25-619-000-0000-6750	14,239.33	PRINCIPAL LOAN SRF0262		Principal
5601	MN POLLUTION CONTROL AGENCY	53,620.87	6 Transactions		
619	DEPT Total:	53,620.87	CROW RIVER SEPTIC SYSTEM LOANS-7	1 Vendors	6 Transactions
886	DEPT		COUNTY FEEDLOT PROGRAM		
1886	BMO				
166	25-886-000-0000-6336	217.56	COURTYARD MARRIOTT	0963	Meals, Lodging, Parking & Miscellaneous
1886	BMO	217.56	1 Transactions		
886	DEPT Total:	217.56	COUNTY FEEDLOT PROGRAM	1 Vendors	1 Transactions
25	Fund Total:	106,447.47	SPECIAL REVENUE FUND		25 Transactions

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



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82 COMMUNITY HEALTH SER

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 28

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount Service Dates	Paid On Bhf #	On Behalf of Name
848 DEPT		WIC PEER GRANT		
1886 BMO				
212 82-848-000-0000-6203		28.14 T-MOBILE	0955	COMMUNICATIONS
1886 BMO		28.14 1 Transactions		
848 DEPT Total:		28.14 WIC PEER GRANT	1 Vendors	1 Transactions
853 DEPT		LOCAL PUBLIC HEALTH GRANT		
1886 BMO				
210 82-853-000-0000-6353		86.68 AMAZON	0955	MEETING EXPENSE
222 82-853-000-0000-6353		75.17 WALMART	0955	MEETING EXPENSE
223 82-853-000-0000-6353		125.42 WALMART	0955	MEETING EXPENSE
224 82-853-000-0000-6353		18.05 WALMART	0955	MEETING EXPENSE
225 82-853-000-0000-6353		5.58 WALMART	0955	MEETING EXPENSE
139 82-853-000-0000-6205		23.75 USPS	9556	POSTAGE AND POSTAL BOX RENTAL
1886 BMO		334.65 6 Transactions		
853 DEPT Total:		334.65 LOCAL PUBLIC HEALTH GRANT	1 Vendors	6 Transactions
854 DEPT		WIC		
1886 BMO				
213 82-854-000-0000-6856		456.04 INT IDL PROMOTIONAL	0955	Wic
1886 BMO		456.04 1 Transactions		
854 DEPT Total:		456.04 WIC	1 Vendors	1 Transactions
856 DEPT		FPSP		
1886 BMO				
214 82-856-000-0000-6353		25.00 TARGET	0955	Meeting Expense
215 82-856-000-0000-6353		25.00 TARGET	0955	Meeting Expense
216 82-856-000-0000-6353		25.00 DUNN BROS	0955	Meeting Expense
217 82-856-000-0000-6353		250.85 WALMART	0955	Meeting Expense
218 82-856-000-0000-6353		25.00 WALMART	0955	Meeting Expense
221 82-856-000-0000-6353		528.28 DOMINO	0955	Meeting Expense
219 82-856-000-0000-6360		190.00 NRHRC	0955	Training
1886 BMO		1,069.13 7 Transactions		

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



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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 29

Vendor Name		Rpt	Warrant Description		Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
856	DEPT Total:		1,069.13	FPSP	1 Vendors	7 Transactions
857	DEPT			HEALTHY HOMES		
	1886	BMO				
220	82-857-000-0000-6350		11.54	EB PTBDS	0955	Other Services & Charges
	1886	BMO	11.54	1 Transactions		
857	DEPT Total:		11.54	HEALTHY HOMES	1 Vendors	1 Transactions
862	DEPT			SHIP		
	1886	BMO				
211	82-862-000-0000-6203		65.00	CONSTANT CONTACT	0955	Communications
	1886	BMO	65.00	1 Transactions		
862	DEPT Total:		65.00	SHIP	1 Vendors	1 Transactions
82	Fund Total:		1,964.50	COMMUNITY HEALTH SERVICE		17 Transactions

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



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86 TRUST & AGENCY FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 30

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
961	DEPT		MUNICIPAL ASSESSMENTS		
4917	CITY OF GLENCOE				
239	86-961-000-0000-6850	5,006.36	SPECIAL ASSESSMENT PAYOFF	22.060.1780	Collections For Other Agencies
241	86-961-000-0000-6850	9,375.84	SPECIAL ASSESSMENT PAYOFF	22.060.4280	Collections For Other Agencies
240	86-961-000-0000-6850	11,494.79	SPECIAL ASSESSMENT PAYOFF	22.062.0010	Collections For Other Agencies
238	86-961-000-0000-6850	1,470.43	SPECIAL ASSESSMENT PAYOFF	22.097.0410	Collections For Other Agencies
4917	CITY OF GLENCOE	27,347.42	4 Transactions		
315	CITY OF SILVER LAKE				
24	86-961-000-0000-6850	4,634.57	SPECIAL ASSESSMENT PAYOFF	19.053.0150	Collections For Other Agencies
315	CITY OF SILVER LAKE	4,634.57	1 Transactions		
324	CITY OF STEWART				
25	86-961-000-0000-6850	5,343.19	SPECIAL ASSESSMENT PAYOFF	20.063.0040	Collections For Other Agencies
324	CITY OF STEWART	5,343.19	1 Transactions		
172	TOWN OF ACOMA				
121	86-961-000-0000-6850	550.35	SPECIAL ASSESSMENT PAYOFF	01.097.0020	Collections For Other Agencies
172	TOWN OF ACOMA	550.35	1 Transactions		
961	DEPT Total:	37,875.53	MUNICIPAL ASSESSMENTS	4 Vendors	7 Transactions
975	DEPT		DNR CLEARING ACCOUNT		
509	MINNESOTA DNR				
299	86-975-000-0000-6850	952.50	DNR		Collections For Other Agencies
			04/25/2017 05/01/2017	0	
509	MINNESOTA DNR	952.50	1 Transactions		
975	DEPT Total:	952.50	DNR CLEARING ACCOUNT	1 Vendors	1 Transactions
976	DEPT		GAME & FISH CLEARING ACCOUNT		
509	MINNESOTA DNR				
272	86-976-000-0000-6850	238.00	G & F		Collections For Other Agencies
			04/25/2017 05/01/2017	0	
509	MINNESOTA DNR	238.00	1 Transactions		
976	DEPT Total:	238.00	GAME & FISH CLEARING ACCOUNT	1 Vendors	1 Transactions

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



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86 TRUST & AGENCY FUND

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 31

Vendor <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>
86	Fund Total:		39,066.03	TRUST & AGENCY FUND		9 Transactions
	Final Total:		269,379.14	147 Vendors	323 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	55,103.09	GENERAL REVENUE FUND	
	3	6,832.97	ROAD & BRIDGE FUND	
	5	32,924.54	SOLID WASTE FUND	
	11	8,472.32	HUMAN SERVICE FUND	
	20	18,568.22	COUNTY DITCH FUND	
	25	106,447.47	SPECIAL REVENUE FUND	
	82	1,964.50	COMMUNITY HEALTH SERVICE	
	86	39,066.03	TRUST & AGENCY FUND	
	All Funds	269,379.14	Total	Approved by,
			
			

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the County of McLeod, Minnesota (hereafter "County") and Minnesota Public Employees Association-Communication Officer/Correctional Officer Unit (hereafter "Union").

WHEREAS, the County and the Union are parties to collective bargaining agreement; and

WHEREAS, the parties have expressed a desire to establish eight (8), ten (10) and twelve (12) hour shifts for Civilian Communications Officers.

NOW, THEREFORE, the County and the Union enter into this Memorandum of Agreement as follows;

1. Effective the start of the first payroll period closest to January 1, 2017 and thereafter, the County will implement a 2080 Plan pursuant to Section 7(B) of the Fair Labor Standards Act for full-time employees in the classification of Civilian Communications Officer in conjunction with the utilization of eight (8), ten (10) and twelve (12) hour shifts.
2. Full-time Civilian Communications Officers will be guaranteed at least 2,080 hours of work in the 52 week period.
3. Full-time Civilian Communications Officers will be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of 12 hours per day; 56 hours per week; or 2,080 hours in the 52 week period.
 - a. For purposes of calculating over time pursuant to paragraph 3, "hours worked" includes any hours paid but not worked, such as vacation, sick leave, or holidays but not bereavement leave.
4. Overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
5. No full-time Civilian Communications Officer will be permitted to work more than 2,240 hours in the 52 week period. Any full-time Civilian Communications Officer whose hours of work will exceed 2,240 hours in the 52 week period will be required to take time off from work and will be required to utilize accrued vacation benefits or accrued compensatory time for remainder of the 52 week period.
 - a. For purposes of determining the maximum 2,240 hours that a full-time Civilian Communications Officer may work pursuant to paragraph 5, "hours worked" shall not include any hours paid but not worked, such as vacation, sick leave, holidays or bereavement leave.
6. If a full-time Civilian Communications Officer is laid off from employment prior to the completion of the 52 week period, the employee's earnings will be recomputed for each work

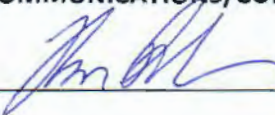
week worked with in the 52 week period and pay overtime for each hour, or part thereof, worked in excess of 40 hours in a work week. All straight time and overtime pay previously paid under the terms of this Memorandum of Agreement will be credited against the amount of wages found due an employee as a result of such recomputation.

7. If a full-time Civilian Communications Officer is terminated for just cause or resigns from employment prior to the completion of the 52 week period, the employee's earnings will not be recomputed for each work week worked within the 52-week period.
8. This Memorandum of Agreement is applicable only to full-time Civilian Communications Officers. Overtime shall be paid to part-time Civilian Communications Officers in the bargaining unit for hours worked in excess of forty (40) hours in a work week.
9. This Memorandum of Agreement will be in effect for a 52 week period commencing on the start of the first payroll period closest to first of the year. During the 52 week period this Memorandum of Agreement may be cancelled by either party with a 60-day written notice prior to December 31 .
10. This Memorandum of Agreement represents the complete and total agreement of parties and governs the terms and conditions of employment relating to the utilization of eight (8), ten (10) and twelve (12) hour shifts for full-time Civilian Communications Officers to the extent the provisions of this Memorandum of Agreement conflict with the collective bargaining agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands.

COUNTY OF MCLEOD, MN

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION
(COMMUNICATIONS/CORRECTIONAL UNIT)**



Dated: _____

Dated: _____

FIRST AMENDMENT

AGREEMENT FOR PS/ALI SERVICES

McLeod County, whose principal location is in Glencoe, Minnesota (“Customer”) and Independent Emergency Services, LLC (“IES”) mutually agree to this Amendment to the Agreement for PS/ALI Services completed August 31, 2010, (“Underlying Agreement”).

Section 1. Purpose of Amendment. To update Attachment A of the Underlying Agreement to reflect the changes in the IES tariff.

Section 2. Effective date of this Amendment. The effective date of this Amendment is April 1, 2017.

Section 3. Terms and Conditions. Except as modified herein, all terms and conditions of the Underlying Agreement shall remain in full force and effect and shall apply to this Amendment. In the event the terms of this Amendment conflict with the terms of the Agreement, the terms of this Amendment control.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Underlying Agreement to be executed by their representatives fully authorized and empowered thereunto, as of the dates set forth herein.

McLEOD COUNTY

By: _____

Title: _____

Date: _____

INDEPENDENT EMERGENCY SERVICES, LLC.

By: _____

Title: _____

Date: _____

ATTACHMENT A

Revised 3-10-2017

Listing of monthly recurring and one-time setup costs

IES's Tariff price as of March 10, 2017 is:

1. One-time costs - \$67.00 per 100 records installed
2. Monthly recurring costs - \$10.77 per 100 records maintained

IES's pricing based on Customer's record count of records:

1. One-time costs - \$67.00 per 100
2. Monthly recurring costs - \$10.77 per 100

AGREEMENT FOR PS/ALI SERVICES

This Agreement ("Agreement") is made this 31 day of August 2010 by and between Independent Emergency Services, LLC ("IES") and McLeod County whose principal office is located in Glencoe, Minnesota ("Customer").

WHEREAS, IES is the owner of a Private Switch/Automatic Location Identification ("PS/ALI") system capable of providing the identification and location of the telephone used to dial 911; and

WHEREAS, the Customer desires to install and maintain their records in the IES PS/ALI system so that the identification and location is sent to the entity responsible for answering the 911 call; and

NOW THEREFORE, based on the mutual covenants contained herein and other good and valuable consideration, IES and Customer agree as follows:

1. PS/ALI Call Delivery Services.

- a. IES hereby agrees to provide PS/ALI Services from the Customer's telephones which records have been installed and maintained by the Customer; provided, however, that such calls be answered by a Public Safety Answering Point ("PSAP") and the 911 call routing is technically feasible.
- b. IES agrees to abide by Minn. § 403.07 subdivision 4, Use of Furnished Information, which states "Names, addresses, and telephone numbers provided to a 911 system under subdivision 3 are private data and may be used only for identifying the location or identity, or both of a person calling a 911 public safety answering point."

2. Maintenance and Support. IES warrants that it will, at its expense, perform ordinary and routine maintenance and repair of its equipment and facilities, which provide the PS/ALI Services. Customer shall pay the cost of any maintenance or repairs to the system they use to send and maintain the information. Customer agrees that it will not, nor will it permit its employees, agents, or independent contractors, to take any actions, which would interrupt, degrade or otherwise adversely affect the delivery of PS/ALI Services during the term of this Agreement.

3. Installation and Operation. IES shall install the PS/ALI Services and make the same available to Customer in accordance with the time schedule agreed upon by Customer and IES. Upon completion of installation, Customer shall pay to IES the non-recurring Charges set forth in Attachment A within thirty (30) days following the date of installation. The operating records of IES shall constitute the official documentation of the installation of the PS/ALI Service. The date IES certifies that the System is operative shall be referred to herein as the "Installation Date". Customer shall cooperate with IES

to facilitate such installation and take such action as shall be necessary or desirable to complete such installation, including, but not limited to, providing IES with the names and telephone numbers of employees or representatives, with whom IES may communicate to facilitate installation of the system.

4. **Charges for PS/ALI Call Delivery Services.** Customer shall be responsible for and shall pay all monthly and one-time charges associated with the installation of the PS/ALI System as set forth in Attachment A.
5. **Term of Agreement.** This Agreement shall be for a term of twenty-four (24) months beginning on the date of this Agreement as dated above. Upon expiration of such initial term, this Agreement shall automatically renew for successive one-year terms unless either Customer or IES terminates this Agreement pursuant to the terms of Paragraph 10 herein.
6. **Payments and Pricing.** The parties herein understand that the costs both monthly and one-time in Attachment A, are the current pricing as described and filed in the IES tariff with the State of Minnesota. Upon completion of installation, IES shall submit an itemized invoice and request for payment. Customer shall pay to IES the one-time charges within thirty (30) days after receiving the request for payment. In addition to the foregoing charges, Customer shall pay any federal, state, and local taxes, including, but not limited to, any excise, use, or sales taxes, applicable to services or charges under this Agreement. Customer shall pay late payment charges of one and one-half percent (1-1/2%) per month on unpaid balances of invoices. However, Customer may refuse to pay any claim, which is not specifically authorized by this Agreement. Additionally, in the event that Customer withholds payment for a material default or failure to provide services or failure to comply with any material provisions of this Agreement, then no interest penalty shall accrue for non-payment of disputed claims for any period of material default or noncompliance with the terms of this Agreement.
7. **Termination.**
 - a. *By Customer.*

Customer may not terminate this Agreement without cause, unless otherwise provided in this Agreement, prior to completion of installation of the System, or prior to the end of the initial twenty-four (24) month period thereafter. Thereafter, Customer may terminate this Agreement commencing on the second anniversary of the Installation Date or on any subsequent anniversary of the Installation Date, provided that it gives at least sixty (60) day prior written notice to IES. Provided, however, that Customer may terminate this Agreement without cause after the Installation Date and during the twenty-four (24) month period thereafter, provided that it pays to IES the greater of twenty-four (24) months of the Monthly Charges, or the total of all Monthly and One-Time Charges that would be payable for actual

months of service remaining under this Agreement after such notice of termination, except as otherwise provided herein.

b. *By IES.*

IES may terminate this Agreement and discontinue providing the PS/ALI Services only for "Cause", and then only upon giving at least sixty (60) day prior written notice, unless directed by governmental authorities to immediately cease providing PS/ALI Services, or such termination is necessary to prevent illegal use of PS/ALI Services, or to comply with applicable federal and state regulations. "Cause" means any material breach of this Agreement by Customer, including, but not limited to, the failure to make payments on a timely basis, unless otherwise authorized herein, or any inappropriate use of the PS/ALI Services which adversely affects or degrades the delivery of such services. Notwithstanding the foregoing, IES shall not be obligated to furnish PS/ALI Services if the charges on Attachment A (as the same may be amended from time to time as permitted herein) are more than sixty (60) days in arrears.

8. **Indemnification.** Customer agrees to release, indemnify, defend and hold harmless IES from any and all loss, claims, demands, suits or other action, or any liability whatsoever, suffered, made, instituted or asserted by a customer or by any other party or person, for any personal injury to or death of any person or persons, for any loss, damage or destruction of any property, whether owned by the customer or others, due to the act or omissions of Customer, its agents and its employees.

IES, subject to the limitations contained in its tariff, agrees to release, indemnify, defend and hold harmless Customer, its agents and employees from any and all loss, claims, demands, suits or other action, or any liability whatsoever, suffered, made, instituted or asserted by a customer or any other party or person, for any personal injury to or death of any person or persons, for any loss, damage or destruction of property, whether owned by the customer or others, due to the act or omissions of IES, its agents and its employees.

9. **Title to Equipment and Facilities.** Title to, and ownership of all equipment, software, database, and facilities IES uses in supplying PS/ALI to Customer is and shall remain with IES. Neither IES nor Customer may do anything, in any way, to encumber, to exercise control over, or to represent that it has any rights with respect to the equipment or facilities owned by the other party.
10. **Interruption of Services; Limited Warranty; Disclaimer; Limitation of Remedies.** IES does not guaranty or warrant that the PS/ALI service/system will be error-free or without interruption. Unless expressly provided herein, IES makes no representation or warranty, express or implied, and Customer has not received or relied upon, any other warranty with respect to the PS/ALI System, whether as to merchantability, fitness for a particular purpose or any other matter. If an interruption, temporary disconnection, error, or out-of-service condition affecting the PS/ALI System occurs, and relates to portions

thereof over which IES has control, IES will use reasonable efforts to correct or repair the same upon receiving notice or discovery thereof; and if the same continues for more than twenty-four (24) hours, IES shall give the Customer a credit equal to 1/30th of the monthly charge for each twenty-four (24) hour period of interruption or disconnection. The foregoing is Customer's sole remedy and IES's only liability in event of such out-of-service condition unless the condition is caused by negligence, faulty materials or service, or intentional misconduct on the part of IES. Customer shall notify IES of any out-of-service condition promptly following Customer's awareness of such condition. "Out-of-service condition" for purposes of this Agreement means the inability of the system to process PS/ALI.

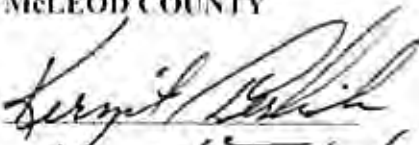
11. **Limitation of Liability and Exclusive Remedy.** IES SHALL HAVE NO LIABILITY TO ANY PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR AGREEMENT, NEGLIGENCE OR TORT, OR OTHERWISE. THE PARTIES EXPRESSLY AGREE THAT THE LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES SET FORTH HEREIN HAVE BEEN SPECIFICALLY BARGAINED FOR AND ARE AGREED ALLOCATIONS OF RISK AND SHALL SURVIVE THE DETERMINATION OF ANY COURT OF COMPETENT JURISDICTION OR ARBITRATOR THAT ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. IES'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ERRORS, INTERRUPTIONS, DEFECTS, FAILURES, OR MALFUNCTIONS OF ANY SERVICE, EQUIPMENT, OR ANY PART THEREOF PROVIDED PURSUANT TO THE TARIFFED PRICE LIST, WHETHER CAUSED BY THE NEGLIGENCE OF IES OR OTHERWISE, EXCEPT GROSS NEGLIGENCE, SHALL NOT EXCEED THE GREATER OF \$50.00 OR AN AMOUNT EQUIVALENT TO THE PRO RATE MONTHLY CHARGES FOR SERVICE OR EQUIPMENT AFFECTED DURING THE PERIOD OF TIME THAT THE SERVICE OR EQUIPMENT WAS FULLY OR PARTIALLY INOPERATIVE. THE FOREGOING AMOUNT SHALL BE CUSTOMER'S SOLE REMEDY UNDER THIS AGREEMENT. IES'S ENTIRE OBLIGATION PURSUANT TO THE LIMITED WARRANTY PROVIDED IN THIS AGREEMENT SHALL BE LIMITED TO REPAIR OR SERVICE OF ANY FUNCTION OF THE E-911 SYSTEM WHICH PROVES TO BE DEFECTIVE OR NONFUNCTIONING (PROVIDED THAT SUCH REPAIR OR SERVICE IS WITHIN IES'S RESPONSIBILITIES SET FORTH IN SECTION 2 AND 3 HEREOF) OR TO PAY THE COST OF SUCH REPAIR OR SERVICE BY ANOTHER VENDOR OR SERVICE ORGANIZATION. Customer SHALL BE ENTITLED TO A REMEDY HEREUNDER ONLY IF IT NOTIFIES IES IN WRITING OF THE ALLEGED BREACH OF WARRANTY.
12. **Regulation and Tariffs.** The terms, conditions, and price of the services provided by this Agreement are subject to change and modification as a result of actions by the Minnesota Public Utilities Commission. Any such change shall not affect the validity of this Agreement, which shall be implemented and enforced in accordance with its

amended terms. The general rules and regulations and tariffs of IES are on file with and approved by the Minnesota Public Utilities Commission as lawfully in effect during the period in which this Agreement is in effect, except as modified hereby, incorporated herein by reference and made a part hereof this Agreement.

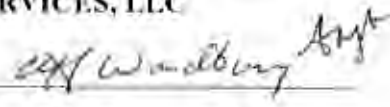
13. **Compliance with Laws.** IES and Customer agree to comply with all federal, state, and local laws. This Agreement shall be governed and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota.
14. **Independent Contractor.** IES shall be considered agents of Customer for the strictly limited purpose of installing and maintaining the PS/ALJ service contemplated herein.
15. **Agreement Rights/Remedies.** All remedies available to either party under the terms of this Agreement 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.
16. **Arbitration.** Subject to the last sentence of this section, any controversy or claim arising out of or relating to any provisions of this Agreement or the breach thereof, unless resolved by mutual consent of the parties, may be finally settled by arbitration in the City of Minneapolis, Minnesota, in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the effective date of this Agreement. Notwithstanding the foregoing, any party hereto may seek injunctive relief with respect to any controversy or claim arising out of or relating to any provisions of this Agreement in any court of competent jurisdiction.
17. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party. The parties shall negotiate in good faith to replace any such illegal or unenforceable provisions with suitable substitute provisions which will maintain as far as possible the purposes and effects of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

MCLEOD COUNTY

By: 
Print: Kermit Terhune
It's: _____

**INDEPENDENT EMERGENCY
SERVICES, LLC**

By: 
Print: Cliff Woodbury
It's: Manager

ATTACHMENT A

Listing of monthly recurring and one-time setup costs

IES's current Tariff price is:

1. One-time costs - \$67.00 per 100 records installed
2. Monthly recurring costs - \$8.35 per 100 records maintained

IES's pricing based on Customers record count of 100 records:

1. One-time costs - \$67.00
2. Monthly recurring costs - \$8.35

COUNTY PARTICIPATION AGREEMENT

by and between

UCARE MINNESOTA

and

COUNTY OF MCLEOD DBA MCLEOD COUNTY PUBLIC HEALTH

THIS COUNTY PARTICIPATION AGREEMENT (“Agreement”) is made and entered into this 1st day of May, 2017 (“Effective Date”), by and between UCare Minnesota, together with its affiliate UCare Health, Inc. (“UCare”), and **County of McLeod dba McLeod County Public Health** including any affiliated or contracted clinics, facilities, and individual practitioners providing services hereunder (“Participant”), each a “Party” and collectively, the “Parties”.

WHEREAS, UCare Minnesota, a health maintenance organization licensed by the State of Minnesota and its affiliate health plan companies, are engaged in the business of making quality health care available on a prepaid basis; and

WHEREAS, UCare strives to fulfill its mission to improve the health of its members through innovative services and partnerships across communities; and

WHEREAS, Participant desires to participate as a provider of certain medical services for UCare Enrollees in support of the UCare mission; and

WHEREAS, UCare desires that Participant participate as a provider of certain medical services for UCare Enrollees in support of the UCare mission;

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1: DEFINITIONS

1.1 Definitions. The following terms as used in this Agreement shall have the meanings ascribed to them below unless the context clearly requires a different meaning:

“Abuse” means the definition set out in Minnesota Rules, Part 9505.2165, subpart 2 and in the Medicare Managed Care Manual Chapter 21, section 20. Abuse shall also include substantial failure to provide Medically Necessary items and services that are required to be provided to an Enrollee under this Agreement if the failure has adversely affected or has substantial likelihood of adversely affecting the health of the Enrollee.

“Advance Directives” means those requirements as specified under 42 C.F.R. § 422.128.

“Agent” means an entity which is under contract with UCare to perform certain functions related to this Agreement on behalf of UCare.

“Agreement” means this Agreement, including any exhibits, schedules or other attachments hereto, all as presently in effect or as hereafter amended.

“Billed Charges” means the charges for medical care or health care services included on a claim submitted by Participant.

“Certificate of Coverage” means a plan of health care coverage issued by UCare to an Enrollee who is eligible for benefits under any of the products listed in **Exhibit A**, and which contains the terms and conditions of such coverage. Certificate of Coverage includes plans of health care coverage generally referred to as “evidence of coverage” for Enrollees enrolled in a Medicare product.

“Clean Claim” means a claim that has no defect or impropriety, including any lack of required substantiating documentation, including, but not limited to, coordination of benefits information, or particular circumstance requiring special treatment that prevents timely payment from being made on a claim.

“Co-payment” or “Coinsurance” means the amount an Enrollee is required to pay for certain Covered Services in accordance with the Enrollee’s Certificate of Coverage.

“Covered Services” means those medical, surgical, hospital, and other health care services designated as covered by the terms of the Certificate of Coverage.

“Deductible” means the annual dollar amount of allowed charges for Covered Services, as specified in the Enrollee’s Certificate of Coverage, that the Enrollee is required to pay as a precondition to payment by UCare.

“Enrollee” means any person who is enrolled in UCare and who is therefore eligible for benefits under a Certificate of Coverage.

“Event of Default” means a breach which provides an immediate right of termination as specified under this Agreement.

“Fraud” means the definition set forth in Minnesota Rules, Part 9505.2165, subpart 4 and in the Medicare Managed Care Manual Chapter 21, section 20.

“Health Care Professional” means a physician, optometrist, chiropractor, psychologist, dentist, physician assistant, physical or occupational therapist, therapist assistant, speech language pathologist, audiologist, registered or practical nurse (including nurse practitioner, clinical nurse specialist, certified registered nurse anesthetist, and certified nurse midwife), licensed independent clinical social worker, pharmacist and registered therapy technician.

“Medicaid” means the Medical Assistance Program under Title XIX of the Social Security Act established pursuant to 42 U.S.C. § 1396 et seq.

“Medical Emergency” means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: 1) placing the physical or mental health of the Enrollee (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; 2) continuation of severe pain; 3) serious impairment to bodily functions; 4) serious dysfunction of any bodily organ or part; or 5) death.

“Medically Necessary” or “Medical Necessity” means a health service that is consistent with

the Enrollee's diagnosis or condition and: A) is recognized as the prevailing standard or current practice by the provider's peer group; B) is rendered in response to a life threatening condition or pain; or to treat an injury, illness or infection; to care for a mother and child through the maternity period; or to treat a condition that could result in physical or mental function consistent with prevailing community standards for diagnosis or condition; or C) is a preventive health service defined under Minnesota Rules, Part 9505.0355.

"Medicare" means the federal insurance program for aged and disabled people operated under 42 U.S.C. § 1395 et seq.

"Medicare Advantage Plan(s)" means a coordinated care plan offered pursuant to 42 U.S.C. § 1395w-21(a)(2)(A), including specialized Medicare Advantage Plans for special needs individuals ("Special Needs Plans").

"Network" means the network of Participating Providers available to Enrollees.

"Never Events" means Medicare non-reimbursable hospital acquired conditions that are reportable as adverse events, pursuant to Minnesota Statutes §144.7065 and applicable Medicare regulations.

"Participating Provider" means a provider of Covered Services and/or Interpreter Services that has a valid, signed contract with UCare and is eligible to provide in-network services to Enrollees.

"Primary Care" means a type of medical care delivery which emphasizes first contact care and assumes ongoing care coordination for the Enrollee in both health maintenance and therapy of illness. It is comprehensive in scope and includes the overall coordination of the care of the Enrollee's health problems, including the appropriate use of specialist providers and community resources.

"Primary Care Clinic" means any clinic which has entered into a written clinic participation agreement with UCare and which employs or contracts with Primary Care Physicians.

"Primary Care Physician" means any physician who is employed by or under contract with an entity that has in place a written participation agreement with UCare, who practices Primary Care, and who is professionally qualified in specialty organizations in one or more of the following disciplines: family medicine, general practitioner, pediatrics, internal medicine, geriatrics, obstetrics and gynecology.

"Provider Manual" includes any administrative manual made available to Participating Providers by UCare, specifying various administrative policies and procedures, including the Provider Manual at www.ucare.org as it may be amended from time to time.

"Service Authorization" means an approval by UCare or UCare's Agent that a particular service or treatment is Medically Necessary and that all appropriate, cost effective alternatives have been considered. Service Authorizations are required for specified services or treatment for claims to be processed for payment.

"Urgent Care" means acute, episodic medical services available on a 24-hour basis that are

required in order to prevent a serious deterioration of the health of an Enrollee.

ARTICLE 2: APPLICABILITY

- 2.1 Products Covered Under This Agreement. This Agreement sets forth the rights, obligations, and duties of the Parties in connection with the furnishing of Covered Services to Enrollees enrolled in the products described in Exhibit A, and the conditions under which Covered Services shall be provided by Participant to such Enrollees.

ARTICLE 3: ELIGIBILITY FOR COVERED SERVICES

- 3.1 Identification Cards. UCare shall give Enrollees an identification card that shall contain the name of the Enrollee, his or her Enrollee number, and the specific product under which the Enrollee has obtained coverage.
- 3.2 Verification of Eligibility. Participant may verify the current status of the Enrollee's eligibility for Covered Services by requesting presentation by the Enrollee of his or her identification card, through the State of Minnesota's Electronic Verification System, or by contacting UCare. However, if UCare subsequently determines that the individual was not eligible for coverage for the services rendered, those services shall be ineligible for payment and Participant may then directly bill the Enrollee for such services, if permitted by applicable state and federal rules and regulations. UCare shall reimburse Participant for Covered Services when Participant affirmatively verifies the Enrollee's eligibility by using the UCare-approved process for electronic eligibility in accordance with Minnesota Statutes § 62J.536, even if UCare subsequently determines that the individual was not eligible for coverage under a UCare product at the time such services were rendered.

ARTICLE 4: PROVISION OF SERVICES

- 4.1 Scope of Covered Services. Participant shall provide to Enrollees the Covered Services of the type specified in Exhibit B and appropriate ancillary Covered Services related thereto, in accordance with professionally recognized standards of practice, in a manner so as to assure quality of care and treatment, and the terms and conditions of this Agreement and the Provider Manual. In the event Participant provides services which are not Covered Services, UCare will not compensate Participant for such services without prior written approval by UCare.
- 4.2 Provision of Services. Participant agrees that, to the extent feasible, the Covered Services provided by it shall be made available and accessible to Enrollees promptly and in a manner which assures continuity of care. In addition, Participant shall:
- a) Not differentiate or discriminate in the treatment of its patients by reason of the fact that a certain portion of its patients are Enrollees;
 - b) Provide services to Enrollees and accept all referrals of Enrollees in the same manner and within the same time availability as offered its other patients;
 - c) Not differentiate or discriminate in the treatment of Enrollees because of race, sex, color, creed, religion, health status, age, physical disability, national origin, public assistance status, ancestry, marital status or sexual orientation;
 - d) Provide Covered Services in a culturally competent manner to all Enrollees including those Enrollees with limited English proficiency or reading skills, diverse cultural and ethnic backgrounds and physical and mental disabilities;

- e) Admit all Enrollees to Participant's facilities in a manner similar to those provided to any other Participant patient;
- f) Comply with all applicable statutes and regulations regarding accessibility and availability of health care services, including without limitation:
 - i) Medical Emergency services shall be made available to Enrollees immediately, 24 hours per day, 7 days per week either by treating the Enrollee at Participant's site or by directing the Enrollee to an appropriate care site, without requiring Service Authorization;
 - ii) Urgent Care services shall be made available to Enrollees within 24 hours of the time services are requested either by treating the Enrollee at Participant's site or by directing the Enrollee to an appropriate care site;
- g) Ensure that Covered Services are provided to Enrollees by trained Health Care Professionals acting within the scope of an appropriate license, certification, or registration;
- h) Not withhold or delay Medically Necessary care that is otherwise covered by this Agreement if withholding or delaying such care adversely affects, or has a substantial likelihood of adversely affecting, Enrollee's health;
- i) If Participant provides Primary Care services, not encourage Enrollees under its care to select a different Primary Care Physician due to Enrollee's health status, unless Participant is unable to adequately care for Enrollee;
- j) Where applicable, inform Enrollees of follow-up care and provide training in self-care;
- k) If available through Participant, provide direct access for Enrollees to mammography screening and influenza vaccinations;
- l) If available through Participant, provide direct access for Enrollees to in-network women's health specialists for routine and preventive services; and
- m) Not engage in Fraud or Abuse.

4.3 Continuation of Covered Services. In the event of termination of this Agreement, Participant shall, as required by 42 C.F.R. § 422.504(g)(2), continue to provide Covered Services for Enrollees for the duration of the contract period for which Centers for Medicare & Medicaid Services ("CMS") had made payments to UCare. For Enrollees who are hospitalized on the date the CMS contract terminates, or in the event of an insolvency, Participant shall provide Covered Services through the date of discharge of the Enrollee.

4.4 Referral and Authorization Requirements. Participant shall provide Enrollees with Covered Services in accordance with any referral or Service Authorization requirements described in the Provider Manual and on UCare's website. In the event Participant provides and/or coordinates Covered Services which require a referral or Service Authorization pursuant to the Provider Manual, but which have not been authorized by UCare or UCare's Agent, UCare will not compensate Participant for such services. Pursuant to Minnesota Statutes § 62D.12, subd. 19, UCare will not deny or limit coverage of the service which the Enrollee has received solely on the basis of lack of Service Authorization, to the extent that the service would otherwise have been covered by UCare had Service Authorization been obtained. Participant will not bill Enrollee for lack of compensation from UCare due to Participant's failure to obtain a required referral or Service Authorization. Written referrals or Service Authorizations are not required for obstetrical and gynecological services mandated through Minnesota Statutes § 62Q.52.

- 4.5 Medical Emergency. In cases of a Medical Emergency, Participant shall notify Enrollee's Primary Care Physician or the on-call physician prior to admission, if feasible. Participant shall make all reasonable efforts to ensure that Enrollees experiencing a Medical Emergency utilize a hospital's emergency department, and to divert or coordinate Enrollees who are not experiencing a Medical Emergency to utilize their Primary Care Physician or an Urgent Care provider.
- 4.6 Obligations and Duties. Participant shall be and remain subject to all of the same duties, liabilities, and responsibilities towards Enrollees as exist generally between a healthcare professional and a patient. Nothing in this Agreement shall limit or relieve Participant's duties to its patients.
- 4.7 Communications with Enrollees. Participant shall have the right and is encouraged to discuss with each Enrollee pertinent details regarding the diagnosis of such Enrollee's condition, the nature and purpose of any recommended procedure, the potential risks and benefits of any recommended treatment, and any reasonable alternatives to such recommended treatment. Participant may discuss UCare's provider reimbursement method with an Enrollee, subject to Participant's general contractual and ethical obligations not to make false or misleading statements, to Participant's obligation under this Agreement to maintain the confidentiality of specific reimbursement rates paid by UCare to Participant and to Participant's agreement as a Participating Provider not to disparage UCare or to encourage Enrollees to disenroll in UCare.
- 4.8 Participant's Internal Operations. The operation and maintenance of the offices, facilities and equipment of Participant shall be solely under the control and supervision of Participant. Participant shall have sole control over the selection and supervision of its staff. UCare shall not control or be responsible for the medical opinions or treatment rendered by Participant.
- 4.9 Location of Facilities. On or prior to the Effective Date, Participant shall identify to UCare all locations where Covered Services of Participant are made available, as shown in **Exhibit C**. Information provided shall include the Participant's national provider identifier number. Participant shall provide notice to UCare, not less than forty-five (45) days prior to any merger, acquisition, site opening, closing, change of location or material reduction in services. UCare shall have the right to refuse either to approve a merger or acquisition or to include such location under this Agreement by giving written notice to Participant within thirty (30) days of receiving such notice. Failure to notify UCare in a timely manner is a material breach of the terms of this Agreement.

ARTICLE 5: CONFIDENTIALITY AND RECORDS

- 5.1 Confidentiality. UCare and Participant shall safeguard an Enrollee's privacy and confidentiality of all information regarding Enrollees in accordance with all applicable Federal and State statutes and regulations, including the requirements established by UCare and each applicable product. In addition, Participant agrees to assure the accuracy of an Enrollee's medical, health and enrollment information and records, as applicable.
- 5.2 HIPAA Compliance. UCare and Participant agree that each shall be in compliance with the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d), including all applicable provisions of the federal privacy standards

at 45 C.F.R. §§ 160-164. UCare and Participant also agree that they shall enter into a business associate agreement, as described in those regulations at 45 C.F.R. §164.504(e), if such an agreement is required, as reasonably determined by either Party.

- 5.3 Agreement Terms. Participant shall, and shall cause its agents and employees to, keep confidential the terms of this Agreement, including the reimbursement rates, during and after the term of this Agreement, except as required by law.
- 5.4 Collection and Retention of Information. Participant agrees to maintain records, as described in those regulations at 42 C.F.R. § 422.504(d) and the contracts between UCare and the State of Minnesota governing products under this Agreement, pertaining to Covered Services provided under this Agreement for a period of at least ten (10) years following provision of services.
- 5.5 Right to Inspect: Release of Information to UCare. Participant agrees to provide to UCare, during the term of this Agreement and for a period of ten (10) years following the provision of services, access to all information and records, or copies of records, related to this Agreement or to Covered Services provided under this Agreement. Participant shall promptly provide, without charge to UCare, records or copies of records relating to this Agreement or to Enrollees as reasonably requested by UCare and shall cooperate in any UCare investigation or inquiry into Covered Services provided under this Agreement. Participant has no obligation to release records to the extent such release is unlawful.
- 5.6 Right to Inspect: Release of Information to Federal and State Agencies. Participant agrees to cooperate, assist, and provide information (in a manner consistent with State and Federal law, including those regulations at 42 C.F.R. § 422.504(i)(2), as requested by the U.S. Department of Health and Human Services, the Comptroller General, CMS, the Medicaid Fraud Control Unit of the Minnesota Attorney General's Office, the Minnesota Department of Health, the Minnesota Department of Human Services, the Minnesota Department of Commerce and/or their designees in any audit or inspection during this Agreement and for a period of ten (10) years following its termination or from the date of completion of any audit, whichever is later, without charge to UCare. With respect to UCare's Medicare Advantage Plans, Participant agrees to ensure that a contract with a "downstream entity" as defined by 42 C.F.R. § 422.2 requires the downstream entity to allow the U.S. Department of Health and Human Services, the Comptroller General, CMS or their designees the right to audit, evaluate, and inspect any books, contracts, and records, including medical records, of the downstream entity involving any transactions related to CMS contract(s) with UCare for Medicare Advantage Plans including special needs plans. Participant has no obligation to release records to the extent such release is unlawful.
- 5.7 Advance Directives. As set forth in 42 C.F.R. § 422.128(b)(1)(ii)(E), Participant shall prominently document in each Medicare Enrollees medical record whether or not the Enrollee has executed an Advance Directive.
- 5.8 Data Practices. To the extent the Minnesota Data Practices Act is deemed to apply to data collected, created, received, maintained or disseminated by UCare or its subcontractors for any purpose in the course of performance of this Agreement, such data shall be governed by the terms of that Act, Minnesota Statutes, Chapter 13, and the rules adopted to implement the Act, as well as any other state and federal laws on data privacy. Participant agrees to comply with

these statutes and rules currently in effect and as they may be amended.

ARTICLE 6: BILLING AND COMPENSATION

- 6.1 Payment. Participant shall accept as payment in full for Covered Services the reimbursement paid by UCare in accordance with Exhibit D of this Agreement. Other than in coordinating benefits with other payers, Participant shall not:
- a) Hold Enrollees financially responsible;
 - b) Collect or attempt to collect from Enrollees reimbursement for Covered Services except for Co-payments, Coinsurance, and Deductibles;
 - c) Collect or attempt to collect from Enrollees additional reimbursement for any service rendered by Participant that is ineligible for coverage under the Enrollee's Certificate of Coverage unless Participant informed the Enrollee, in writing, of the ineligibility of such service and obtained Enrollee's signed acknowledgement of such ineligibility and resultant responsibility to pay for such service prior to its delivery; or
 - d) Collect or attempt to collect from Enrollees reimbursement for influenza, pneumococcal, hepatitis B, and any other vaccinations for which UCare is responsible for payment.

Participant shall hold UCare ultimately responsible for payment for authorized Medically Necessary Covered Services rendered to Enrollees, except for Co-payments, Coinsurance, and Deductibles related to Covered Services.

6.2 Enrollee Protection Provisions.

6.2.1 State of Minnesota Enrollee Protection Provision. The following provision is incorporated into this Agreement as required by Minnesota Statutes§ 62D.123 as amended from time to time:

Participant agrees that in no event, including but not limited to nonpayment by UCare, insolvency of UCare, or breach of this Agreement, shall Participant bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an Enrollee or persons (other than UCare) acting on his/her behalf for services provided pursuant to this Agreement. This provision does not prohibit Participant from collecting Co-payments, Coinsurance, Deductibles, or charges for any services rendered by Participant that are ineligible for coverage.

Participant agrees that this provision shall survive the termination of this Agreement, for authorized services rendered prior to the termination of this Agreement, regardless of the cause giving rise to termination and shall be construed to be for the benefit of Enrollees. This provision is not intended to apply to services provided after this Agreement has been terminated.

Participant agrees that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Participant and the Enrollee or persons acting on their behalf insofar as such contrary agreement relates to liability for payment for services provided under the terms and conditions of this Agreement.

6.2.2 Medicare Enrollee Protection Provision. The following provisions are incorporated into this Agreement as required by 42 C.F.R. § 422.504(g)(1) and 42 C.F.R. § 422.504(i)(3)(i) as amended from time to time:

Participant is prohibited from holding an Enrollee liable for payment of any fees that are the legal obligation of UCare. Participant agrees that in no event, including but not limited to nonpayment by UCare, insolvency of UCare, or breach of this Agreement, shall Participant bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an Enrollee or persons (other than UCare) acting on his/her behalf for services provided pursuant to this Agreement. This provision does not prohibit Participant from collecting Co-payments, Coinsurance, Deductibles, or charges for any services rendered by Participant that are ineligible for coverage. In addition, provided this Agreement has not been terminated, Participant shall continue to provide Enrollees with Covered Services through the duration of the contract period for which CMS premium payment has been made to UCare.

For Enrollees eligible to receive benefits under both Medicare and Medicaid, Participant shall not hold Enrollees liable for Medicare Parts A and B cost sharing when the State is responsible for paying such amounts. Participant shall accept UCare's payment as payment in full.

- 6.3 Billing Procedure. Participant shall submit to UCare all statements for Covered Services rendered by Participant to Enrollees under this Agreement, using complete statistical and descriptive medical and patient data for services provided. Unless otherwise directed by UCare in writing, Participant shall submit claims in accordance with the Provider Manual and Minnesota Statutes § 62J.536, including related regulatory guidance as amended from time to time, using current HCPCS, ICD, and CPT codes. Participant shall cooperate with UCare's efforts to prepare for implementation of ICD-10 and ASC X12 version 5010 for HIPAA transactions, and claims shall comply with such standards when they become effective. Participant shall certify that such statements accurately and completely reflect the services provided. Participant shall not bill the Enrollee for Covered Services in the event Participant fails to submit claims in accordance with the provisions of this Agreement.
- 6.4 Claims Submission Timeline. Participant shall submit to UCare, in a format approved by UCare and in compliance with state and federal law, claims for Covered Services no more than twelve (12) months from the date the Covered Services were rendered, or from the date Participant had knowledge of Enrollee's coverage under a UCare Certificate of Coverage, whichever is later. Claims submitted after such period shall be denied.
- 6.5 Payment of Claims. UCare shall pay Participant for timely filed claims for Covered Services in an amount determined in accordance with **Exhibit D**, less any applicable Co- payments, Coinsurance, and Deductibles. UCare shall make prompt payment of Clean Claims (unless pending for coordination of benefits or to investigate Fraud or Abuse) within thirty (30) days after receipt and shall comply with all applicable State and Federal statutes, rules, and regulations relating to reimbursement of claims. UCare has no obligation to reimburse claims for services which are not consistent with the terms for this Agreement or the Provider Manual. Specifically and without limitation, UCare has no obligation to pay claims submitted by Participant and its practitioners for services until the Participant and its practitioners have successfully completed the credentialing process or for services during periods in which Participant and its practitioners were not appropriately licensed or enrolled in federal and state health care programs.

- 6.6 Payment Provisions Intent. The Parties acknowledge and agree that the intent of Exhibit D is to reflect increases and decreases in managed care premium rates to UCare from CMS and the Minnesota Department of Human Services (“DHS”), regardless of the specific mechanism used by DHS or CMS to implement the change. Accordingly, unless UCare otherwise notifies Participant in writing, UCare will not apply a change in the reimbursement to Participant if: (a) DHS or CMS does not reflect the value of the fee-for-service change in managed care premium rates to UCare, or (b) the legislation otherwise specifically exempts health plans from applying the change to their payments to providers.
- 6.7 Corrective Adjustments. UCare shall have the right to make, and Participant shall have the right to request, corrective adjustments to any previous payment for, or denial of, a claim for Covered Services; provided, however, that any corrections by UCare or requests for corrective adjustments by Participant shall be made within twelve (12) months from the date the claim was paid or denied by UCare. For purposes of this section, such time limit shall not apply to adjustments initiated by UCare to address duplicate claims payments, payments for claims determined to be related to Fraud or Abuse, payment for medical errors, or payment for claims submitted in a manner contrary to this Agreement or applicable law and regulation. UCare may use random sample extrapolation, as described in Minnesota Rules 9505.2220, and other generally accepted statistical methods in calculating the amount of any correction or corrective adjustment.
- 6.8 Verification and Collection of Co-payments or Deductible. Participant must not deny Covered Services to an Enrollee receiving Medical Assistance or MinnesotaCare because of the Enrollee’s inability to pay the Co-payment pursuant to 42 C.F.R. § 447.53. However, Participant may choose not to provide Covered Services to Enrollees based upon an Enrollee’s history of bad debt. Participant must not deny services to the Enrollee upon his or her first visit to the provider, must give the Enrollee advance notice of the Participant’s debt policy, and must allow the Enrollee a reasonable opportunity to make payment.
- 6.9 Insurance Coordination and Subrogation. Participant shall make a good faith effort to secure information on the sources of third party coverage available to an Enrollee for whom Participant provides Covered Services, and shall forward such information to UCare. Participant agrees to coordinate benefits with other payers in accordance with industry and Medicare standards and procedures, and to submit copies of all bills coordinated with other payers to UCare upon UCare’s request. Participant shall cooperate with UCare in connection with UCare’s subrogation and coordination of benefits activities.

If UCare has primary financial responsibility for Covered Services, UCare shall pay Participant an amount determined in accordance with the payment terms of this Agreement without regard to payments to be made to Participant by such other payer. If UCare has secondary financial responsibility for Covered Services, UCare shall pay Participant, after receipt by Participant of payment from the primary payer, an amount equal to the payment that UCare would have paid to Participant under the payment terms of this Agreement had UCare been the primary payer, less any amounts paid to Participant by the primary payer.

Without limiting the foregoing, with respect to Enrollees in state public health care programs, Participant must return any third party payments for Covered Services to UCare if Participant

received such third party payment more than eight (8) months after the date the claim was adjudicated, or such other period as set forth in Minnesota law or regulation or the contracts between UCare and the State of Minnesota governing products under this Agreement, in order to enable UCare to return the payment to the State of Minnesota.

6.10 Risk Adjustment Data. With respect to UCare's Medicare Advantage plans and to the extent applicable to Covered Services provided by Participant, Participant shall cooperate with UCare to ensure compliance with 42 C.F.R. § 422.310 as amended from time to time, and, as a condition of payment by UCare for Covered Services, Participant shall submit complete and accurate risk adjustment data as required by CMS, including complete and accurate diagnosis codes on claims for payment. Such data shall be supported by Participant's medical records in accordance with CMS documentation standards. Participant shall timely submit medical records or other information requested by UCare, CMS or their subcontractors for the validation of risk adjustment data in accordance with 42 C.F.R. § 422.310(e). If UCare coordinates, provides or identifies training or education addressing the submission of risk adjustment data and related medical record support, Participant shall ensure that its practitioners and staff involved in recording diagnoses in medical records and submitting diagnoses codes in claims participate in such training or education as reasonably requested by UCare. If CMS seeks recovery of overpayments from UCare resulting from Participant's submission of diagnosis data which did not meet applicable CMS requirements or if a UCare audit identifies such data as non-compliant, the Parties agree that Participant shall pay UCare the penalty and that they shall work together to identify any additional amounts due to UCare from Participant based on the amount or proportion of Participant's data and medical records that CMS or UCare determined were non-compliant.

6.11 No Payment for Medical Errors. Participant shall not bill UCare for medical errors, or "never events," in accordance with CMS' Medicare coverage guidelines or Medicaid standards as they may be amended from time to time. Participant shall notify UCare if a medical error has occurred related to a claim that has been paid so that UCare can make the appropriate adjustment. UCare shall not reimburse Participant for medical errors, and shall follow CMS coverage guidelines in determining whether denial or recovery of payment is warranted.

6.12 Suspension of Payments. Except when UCare has good cause, as described below, UCare must suspend all state public health care program payments to Participant after the following:

- a) DHS has notified UCare that it has suspended all Medical Assistance, or Medicaid, payments to Participant based on a determination there is a credible allegation of fraud against Participant for which an investigation of payments made under the Medicaid program is pending; or
- b) UCare determines there is a credible allegation of fraud against Participant for which an investigation is pending under a state public health care program.

The suspension of payments under this paragraph will be temporary and will not continue after either of the following:

- a) DHS or UCare or the prosecuting authorities determine there is insufficient evidence of fraud by Participant and DHS or UCare has notified Participant of the lack of evidence; or
- b) Legal proceedings related to Participant's alleged fraud are completed.

UCare may find good cause exists not to suspend payments, not to continue a payment suspension previously imposed, or to suspend payment only in part if any of the provisions of 42 C.F.R. § 455.23(e) or (f) are applicable. For purposes of implementing a good cause exception under the provisions of 42 C.F.R. § 455.23(e) and (f), “UCare” determinations shall be substituted for “State” determinations.

For purposes of a payment suspension, “credible allegation of fraud” means an allegation which has been verified by DHS or another state or federal agency, or by UCare, from any source, and which has indicia of reliability. To effectuate the payment suspension, UCare may suspend participation of Participant in UCare’s Network and restrict Enrollees’ access to Participant’s services. Suspension under this Section is not subject to Section 10.4 Dispute Resolution.

ARTICLE 7: QUALITY ASSURANCE AND UTILIZATION MANAGEMENT AND EVALUATION

- 7.1 Medical Review and Evaluation. Participant agrees to cooperate fully with, participate in, and abide by UCare’s decisions concerning any reasonable programs, such as quality assurance review, utilization management, and peer review, that may be established from time to time by, at the direction of, or in cooperation with UCare to promote the provision of high quality Covered Services to Enrollees and to monitor and control the quality, utilization and cost of Covered Services rendered to Enrollees by Participant. Participant further agrees to cooperate, as may be reasonably requested by UCare, with any independent organization or entity contracted by UCare to provide quality review, utilization review, or quality improvement activities related to Covered Services provided under this Agreement. Participant shall make available to UCare all information pertaining to Enrollees reasonably requested by UCare in connection with each such review or program.
- 7.2 Reports and Data. Participant agrees to furnish UCare with any reports or data concerning the services provided by Participant to Enrollees as UCare may reasonably require and in such form as UCare shall reasonably designate. Such data and reports shall be accurate, provided at Participant’s expense and by a date determined by UCare after consultation with Participant. Participant shall report to UCare credible information about Fraud, waste and Abuse related to services provided to Enrollees, as required by CMS and DHS. Participant acknowledges that Enrollees consent to such disclosures upon enrollment, and shall not require UCare to obtain additional consents and releases from Enrollees prior to providing such data and reports to UCare. The chief executive officer of Participant, the chief financial officer, or an individual delegated the authority to sign on behalf of one of these officers, shall certify from time to time, as requested by UCare, in accordance with 42 C.F.R. § 422.504(1)(3) that the encounter data and other data supplied by Participant (based on their best knowledge, information and belief) are accurate, complete and truthful.
- 7.3 Complaints, Appeals and Grievances. Participant shall cooperate with UCare’s Enrollee complaint system and procedures as described in the Enrollee’s Certificate of Coverage. Participant shall designate a person with appropriate authority to be responsible for cooperating with UCare in the handling and resolution of all complaints, appeals, and grievances. Participant shall adhere to the applicable state and federal appeals and expedited appeals procedures, including gathering and forwarding to UCare information regarding such appeals in accordance with the procedure described in the Provider Manual. Participant shall inform

UCare of all material complaints, appeals, and grievances filed with Participant that are related to Participant's delivery of Covered Services. Participant shall cooperate with and participate in UCare's dispute resolution process, shall comply with UCare's requirements (as described in the Provider Manual) related to resolution of service denials or reductions, and shall assist UCare in resolving complaints, appeals, and grievances, as reasonably requested by UCare.

- 7.4 Medical Error Detection and Reduction. Participant shall develop and implement patient safety policies to systemically reduce medical errors. Such policies shall include systems for identifying and reporting errors and processes to discover and implement error-reducing technologies.
- 7.5 Review, Performance, and Service Improvement Programs. Participant shall be subject to and comply fully with all reasonable protocols established or modified from time to time by UCare with respect to the provision of Covered Services to Enrollees, including, without limitation:
- a) Protocols related to coverage policies, quality assurance, and utilization management;
 - b) Protocols and procedures as set forth in the Provider Manual or other protocols and procedures disseminated to Participant;
 - c) Protocols and procedures related to UCare's surveys of Participant's sites;
 - d) Protocols and procedures to identify assess and establish treatment plans for Enrollees who have complex or serious medical conditions; and
 - e) Protocols and procedures to use patient-centered decision-making tools designed to engage Enrollees early in the decision-making process.

In the event UCare modifies these programs following the Effective Date of this Agreement, UCare shall communicate such changes to Participant prior to their adoption and permit Participant thirty (30) days to comply with such additional or revised programs, unless a longer period of time is agreed upon by the Parties. Continued failure to comply with any protocol and/or procedure as set forth in this Agreement may result in loss of reimbursement to Participant and/or termination of the Agreement.

- 7.6 Performance Data. Participant agrees to allow UCare to use data regarding performance by Participant, including its practitioners, for purposes as permitted by law, including but not limited to quality improvement activities, public reporting to consumers, and designation as a preferred or tiered network.

ARTICLE 8: LICENSURE STATUS, CREDENTIALING, AND COMPLIANCE

- 8.1 Licensure Status. Participant agrees to ensure that its employed and contracted physicians, other Health Care Professionals, and facilities will maintain, without material restriction, all federal, state, and local licenses and permits required to provide Covered Services under this Agreement. Participant also agrees to notify UCare in writing within ten (10) days of any of the following:
- a) Anticipated or actual material change in the capability of its physicians, its Health Care Professionals, or facilities to provide Covered Services under this Agreement;
 - b) Restriction, termination, stipulation, suspension, qualification, surrender, loss or limitation of licensure, certification, or medical staff privileges at any health care facility, or other disciplinary actions regarding the license;
 - c) Disciplinary action, corrective action plan or investigation regarding any license,

- certification, or medical staff privileges at any health care facility; and
- d) Change in participation status with Medicare, Medicaid or any Minnesota state health care program of any Health Care Professional(s) providing services under this Agreement or employed by Participant.

Failure to notify UCare in a timely manner is a material breach of the terms of this Agreement.

8.2 Credentialing. Participant and its practitioners shall be subject to and comply with UCare's applicable credentialing requirements as specified in the Provider Manual. UCare shall furnish to Participant notice of any change or addition to the credentialing requirements, including the nature of any such changes or additions, prior to the effective date of such changes or additions.

8.2.1 As specified in UCare's credentialing requirements, Participant shall demonstrate to UCare upon UCare's request, at minimum, that:

- a) Each of its physicians has a current and unencumbered license to practice medicine in each state in which he or she practices;
- b) Each of its non-physician Health Care Professionals who must be credentialed (as described in the Provider Manual) is appropriately licensed, without restrictions, in each state in which he or she furnishes health care services;
- c) Its physicians have current and unencumbered Drug Enforcement Agency (DEA) numbers;
- d) It is not and will not during the term of this Agreement become a party to any exclusive agreement which, by its terms, precludes Participant from rendering Covered Services hereunder; and
- e) It and its physicians have never been convicted of fraud in regard to the United States Internal Revenue Service or any state tax agency.

8.2.2 If appropriate, Participant shall further demonstrate to the satisfaction of UCare that its physicians are certified to practice in their respective medical specialty by the appropriate medical specialty board or other nationally recognized organization, or are otherwise qualified to provide Covered Services pursuant to this Agreement.

8.2.3 A physician or other Health Care Professional employed by or under contract with Participant who is not yet credentialed by UCare, but who must be credentialed (as described in the Provider Manual), shall not provide services to Enrollees; however, this Agreement shall continue to be in effect for all physicians and other Health Care Professionals employed by or under contract with Participant who are and remain so credentialed.

8.3 Certification. Participant warrants that its contracted and employed providers are currently certified as providers under Title XVIII and Part A of Title XI of the Social Security Act (Medicare), and certified in accordance with the regulations governing participation of providers in the Medical Assistance Program under Title XIX of the Social Security Act (Medicaid) and that it will endeavor to maintain said certifications during the term of this Agreement. In the event any action is taken against a provider to revoke or suspend such certification, Participant shall, immediately upon learning of such action or the possibility of such action, give notice to UCare. Pursuant to 42 C.F.R. § 422.204, Participating Providers that are "providers of services" under section 1861(u) of the Social Security Act must have a provider agreement with

CMS permitting them to provide services under original Medicare.

- 8.4 Compliance with State and Federal Laws. Participant agrees to comply fully with all applicable state and federal statutes, rules, and regulations pertaining to the delivery of Covered Services, including but not limited to:
- a) Medicare laws, regulations, and CMS instructions, as well as UCare's contractual obligations with CMS as applicable;
 - b) DHS, Minnesota Department of Health ("MDH"), Minnesota Department of Commerce and other Minnesota state laws, rules, regulations and instructions;
 - c) All state and federal laws applicable to entities which receive federal funds, including but not limited to the Stark Law set forth under 42 U.S.C. § 1395nn, and 42 C.F.R. § 411.350 through § 411.389, the federal Anti-Kickback Law set forth under 42 U.S.C. § 1320a-7b and related regulations, and the federal False Claims Act set forth under 42 U.S.C. § 3729 and related regulations;
 - d) Applicable provisions of contracts between UCare and the State of Minnesota governing products under this Agreement which have been communicated to Participant; and
 - e) All applicable laws and regulations promulgated under Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the Americans with Disabilities Act.
- 8.5 Oversight. Participant acknowledges that UCare oversees and is accountable to CMS for any functions and responsibilities described in the Medicare Advantage regulations, and shall cooperate with UCare's oversight efforts. To the extent UCare delegates any functions, it shall comply with the Medicare Advantage delegation regulatory requirements, as amended from time to time. UCare shall only delegate activities or functions to Participant pursuant to a written delegation agreement in compliance with 42 C.F.R. § 422.504(i)(3) and (4).
- 8.6 Fraud, Waste and Abuse. With respect to UCare's Medicare Advantage Plans, Participant shall cooperate with UCare in ensuring that CMS requirements for training on Medicare Fraud, waste and Abuse are met, including participating in any such training coordinated or designated by UCare. Participant hereby attests and acknowledges that it has a compliance program which addresses Medicare Fraud, waste and Abuse (including the federal laws described in Section 8.4(b) above) and includes training of employees and of contractors as appropriate. Participant shall document that training on Medicare Fraud, waste and Abuse has occurred in accordance with this section, and provide UCare evidence of such training upon UCare's request.
- 8.7 Physician Incentive Arrangements. Participant agrees that for Covered Services provided under this Agreement it does not, and will not without the prior written consent of UCare, enter into contracted relationships with any physician or "physician group," as that term is defined in 42 C.F.R. § 422.208, or any intermediate entity that contracts with any physician or physician group, which places physicians at "substantial financial risk," as that term is defined in 42 C.F.R. § 422.208, for services Participant does not furnish.
- 8.8 Exclusion from Federal Health Care Programs. Participant agrees that it shall monitor the list of individuals and entities excluded from participating in the Medicare and Medicaid programs which is maintained by the HHS-OIG, and ensure that it does not employ or contract with individuals or entities which Participant knows or should know are or become excluded from participation in federal health care programs under § 1128 or § 1128A of the Social Security

Act. If any contracted provider, subcontractor, employee or owner becomes excluded, Participant shall take corrective action and make a report to UCare within 24 hours of learning of the exclusion. Participant agrees to not employ or contract with any entity or individual who is excluded, subsequently becomes excluded, or, to the best of Participant's knowledge, is in the process of becoming excluded, from participation in any federal health care benefit or government procurement program, including but not limited to federal health care programs under § 1128 or § 1128A of the Social Security Act. Participant agrees not to employ any individual who has been convicted of a criminal offense related to their involvement in Medicaid, Medicare, or social service programs under Title XX of the Social Security Act or who is listed on the Office of Foreign Assets Control Specially Designated Nationals List.

Participant agrees to search monthly the OIG List of Excluded Individuals Entities (LEIE), the Excluded Parties List System (EPLS, within the HHS System for Awards Management) database, the Office of Foreign Assets Control Specially Designated Nationals List, and the Minnesota Department of Human Services Excluded Providers List to determine the status of any person with an ownership or control interest and all officers, directors, employees, contractors and Subcontractors of Participant. If the exclusion databases indicate an individual or entity described above is excluded, Participant shall immediately inform UCare and ensure that such individual or entity is not providing Services under this Agreement. Participant shall report to UCare immediately any information that Participant knows or should know regarding individuals or entities specified above or who have been convicted of a criminal offense related to their involvement with any federal program or who have been excluded from participation in Medicare or Medicaid under § 1128 or § 1128A of the Social Security Act or from participation in Minnesota state health care programs or who otherwise appear on the above-referenced lists. Participant shall immediately inform UCare in the event that Participant is sanctioned by a state or federal agency in connection with participation in any such program or in the event of a change in its participation status.

- 8.9 Lobbying Disclosure. Participant certifies that federally appropriated funds are not and have not been expended by or on behalf of Participant to pay for any person for influencing or attempting to influence an officer or employee of any federal agency or any member or employee of the U.S. Congress in connection with the awarding of a federal contract, grant, loan, or cooperative agreement, or the renewal or modification thereof. If funds other than federally appropriated funds have been or will be paid for any activity described by the preceding sentence, Participant shall complete and submit the Standard Form LLL "Disclosure of Lobbying Activities" in accordance with its instructions.
- 8.10 Attestation of Compliance with CMS Requirements for "Downstream" Contracts. If Participant subcontracts with providers and entities ("Subcontractors") to provide services to Medicare Advantage Plan Enrollees, such subcontracts must contain provisions that are consistent with the below CMS requirements. Participant shall provide UCare with copies of the subcontracts upon UCare's request, to confirm compliance, as follows:
- a) Subcontractor agrees to safeguard an Enrollee's privacy and confidentiality, consistent with all State and Federal laws (including requirements from UCare necessary for compliance), and to assure the accuracy of an Enrollee's medical, health and enrollment information; and records, as applicable;
 - b) Subcontractor shall hold Enrollees harmless for payment of fees that are the legal

obligation of UCare. In addition, provided this Agreement has not been terminated, Subcontractor shall continue to provide any Medicare Advantage Enrollee with Covered Services through the duration of the contract period for which CMS premium payment has been made to UCare. Furthermore, in the event an Enrollee is hospitalized on the date of termination of UCare's contract with CMS or in the event of UCare's insolvency, Subcontractor shall continue to provide the Enrollee Covered Services until the Enrollee is discharged;

- c) Subcontractor agrees to maintain records pertaining to Covered Services provided under the agreement for a period of at least ten (10) years following provision of services, and agrees to allow the U.S. Department of Health and Human Services, the Comptroller General, or their designees the right to audit, evaluate, and inspect any books, contracts, and records, including medical records, of the Subcontractor involving any transactions related to CMS' contract(s) with UCare for Medicare Advantage plans including special needs plans, during the Agreement and for a period of ten (10) years following its termination or from the date of completion of any audit, whichever is later;
- d) Subcontractor acknowledges that UCare oversees and is accountable to CMS for any functions and responsibilities described in Medicare Advantage regulations, and Subcontractor agrees to comply with Medicare laws, regulations, and CMS instructions, as well as provide services consistent with and comply with UCare's contractual obligations with CMS;
- e) Subcontractor shall comply with all protocols and procedures established or modified from time to time by UCare with respect to Covered Services provided to Enrollees, including but not limited to the UCare Provider Manual;
- f) Any function delegated by UCare to Participant under this Agreement that is further delegated by Subcontractor to another person or entity must be pursuant to a written agreement that complies with 42 C.F.R. § 422.504(i)(4); and
- g) Subcontractor acknowledges that UCare or its Agent agrees to make reimbursement within thirty (30) days after receipt of a Clean Claim, using any forms approved by UCare.

8.11 Ownership Disclosures. Participant shall disclose to UCare ownership information in accordance with 42 C.F.R. § 455.104 and as required by DHS, and in a manner and frequency as required by UCare.

ARTICLE 9: INSURANCE AND INDEMNIFICATION

9.1 Participant Insurance. Participant shall procure and maintain throughout the term of this Agreement, at Participant's sole cost and expense:

- a) policies of professional liability insurance as shall be necessary to insure Participant's obligations herein, in an amount not less than the state statutory maximum liability limits; and
- b) policies of general liability and other insurance as shall be necessary to insure Participant's obligations which are not less than the state statutory maximum liability limits.

9.2 UCare Insurance. UCare agrees to procure and maintain throughout the term of this Agreement, at UCare's sole cost and expense, policies of general liability and professional liability insurance. UCare shall provide to Participant within ten days of Participant's request

evidence of initial and continued compliance with the provisions of this section.

- 9.3 Participant Hold Harmless. Participant shall indemnify, defend and hold UCare harmless from any claims, liabilities, losses, demands, costs and expenses of any kind, including reasonable attorney's fees, regulatory penalties, and payment recoveries by government agencies, which UCare may hereafter incur, sustain or be required to pay by reason of any negligent act or omission, breach of this Agreement, or any intentional misconduct of Participant or of any servant, agent, physician or employee of Participant. This section is not, as to UCare or as to any third party, a waiver of any defense or immunity otherwise available to Participant and Participant shall, under all circumstances, remain able to raise and such defense or immunity, including, but not limited to, the tort liability limits for municipalities under Minnesota Statutes Chapter 466, in any action or claim relating to services provided by Participant under this agreement.
- 9.4 UCare Hold Harmless. UCare shall indemnify, defend and hold Participant harmless from any third-party claims, liabilities, losses, demands and costs and expenses of any kind, including reasonable attorney's fees, regulatory penalties, and payment recoveries, which Participant may hereafter incur, sustain or be required to pay by reason of any negligent act or omission, breach of this Agreement, violation of third-party intellectual property rights, violation of any applicable law or regulation, or any intentional misconduct of UCare.

ARTICLE 10: TERM AND TERMINATION

- 10.1 Term. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.
- 10.2 Termination. This Agreement may be terminated by the mutual agreement of the Parties or as follows:
- 10.2.1 Termination by UCare Upon Event of Default. This Agreement may be terminated by UCare upon written notice to Participant, with such termination effective as described in this section, upon the occurrence of an Event of Default by Participant hereunder. Each of the following shall constitute an Event of Default by Participant and termination may occur as follows:
- a) Effective immediately, upon Participant's suspension or exclusion from participation in federal or state health care programs;
 - b) Effective immediately, upon a determination by UCare that the health, safety, or welfare of one or more Enrollees is in immediate jeopardy if the Agreement is continued;
 - c) Effective immediately, upon any material impairment of Participant's ability to perform under this Agreement;
 - d) Effective immediately, if Participant fails to comply with any term of Article 8 (Licensure Status, Credentialing, and Compliance), fails to maintain an insurance program as described in Section 9.1 (Participant Insurance) or fails to make required ownership disclosures as described in Section 8.11 (Ownership Disclosures);
 - e) Effective immediately, if Participant fails to comply with any federal or state law;
 - f) Effective immediately, if Participant becomes insolvent, is adjudicated as bankrupt or has a receiver appointed or makes a general assignment for the benefit of creditors;

- g) Effective immediately, upon a determination by UCare based on reliable evidence that Participant has made any untrue statements of material fact or any intentional misrepresentation of any fact, whether or not material, in any claim for payment, or any application form, survey, questionnaire or statement provided to UCare;
- h) Effective immediately, upon a reasonable belief by UCare that Participant is engaged in Fraud or Abuse with regard to the provision of Covered Services under this Agreement. This reasonable belief may be, but is not required to be, based upon the finding of a state or federal government agency, the Medicaid Fraud Control Unit, a court of law, or other legal entity that Participant is or has been engaged in Fraud or Abuse with regard to Covered Services provided under this Agreement or similar services;
- i) Effective no less than thirty (30) days following notice, if a change occurs in Participant's affiliations, staff privileges, or specialty status in such a way as to substantially limit Participant's range of services or access to participating hospitals;
- j) Effective no less than thirty (30) days following notice, if one or more of Participant's Health Care Professionals is (i) suspended or excluded from the federal or state health care programs, (ii) indicted or convicted for a felony or any criminal charge relating to the practice of medicine or to providing health care services, or (iii) the subject of disciplinary action by an applicable board, another health plan or a hospital (including any limitations on the Health Care Professional's license, participation status or staff privileges), provided that UCare may, in addition to or in lieu of terminating this Agreement, terminate such Health Care Professional's authority to provide Covered Services under this Agreement, effective immediately upon notice thereof; or
- k) Effective on the timelines set forth above, if UCare's participation or services agreement with any entity related to Participant (defined as an entity sharing a managing employee, owner, officer or director with Participant) is subject to contract termination by UCare on any of the above bases or for breach in accordance with Section 10.2.3 below.

10.2.2 Termination by Participant upon Event of Default. This Agreement may be terminated by Participant immediately upon written notice to UCare upon the occurrence of an Event of Default by UCare hereunder. Each of the following shall constitute an Event of Default by UCare:

- a) Revocation of any certification or license of UCare necessary for performance of this Agreement; or
- b) UCare becomes insolvent, is adjudicated as bankrupt or has a receiver appointed or makes a general assignment for the benefit of creditors.

10.2.3 Breach. Except as otherwise permitted upon an Event of Default as defined above, either Party shall have the right to terminate this Agreement in the event of the other Party's material breach of a provision of this Agreement or the terms of the Provider Manual, which are incorporated herein by reference, in accordance with this section. The Party alleging the breach shall provide the other Party with detailed notice of the alleged breach and of its intent to terminate the Agreement in the event the breach is not cured within a specified reasonable time period, which shall not be less than thirty (30) days. In the event that the breach is not cured within such time frame, then this Agreement shall terminate as provided in the notice provided by the terminating Party.

The non-breaching Party may terminate this Agreement immediately upon written notice, without providing the breaching Party an opportunity to cure the material breach, if the material breach is of the same type as described in a prior written notice sent, pursuant to this section and within the twelve (12) months prior to the current breach, by the non-breaching Party to the breaching Party regarding a breach that was previously cured.

10.2.4 Termination Without Cause. This Agreement may be terminated by UCare or Participant, without cause in accordance with this paragraph, by providing the other Party with written notice of its intent to terminate. Such notice must specify the termination date. The termination date must be the last day of a month and must be a date that is at least one hundred twenty-five (125) days after written notice is given. Unless otherwise terminated pursuant to this Section 10.2, such termination shall be effective only on the termination date.

10.2.5 Termination of Subcontracts. In the event Participant has subcontracted with other providers or entities to provide Covered Services under this Agreement, any termination of this Agreement shall also apply to those providers or entities for Covered Services provided under this Agreement.

10.3 Rights and Obligations. The rights and obligations of each Party to this Agreement shall continue through the termination date hereof. Each Party will remain liable for any obligations or liabilities arising from activities undertaken prior to the effective date of termination. Upon notice of termination of this Agreement, UCare and Participant each shall have the right to give notice of that termination to Enrollees. UCare and Participant each shall cooperate with the other in providing such notification and Participant shall cooperate with UCare in transferring to other Participating Providers all Enrollees then under Participant's care, effective no later than the termination of this Agreement. In certain cases, Participant may be required to continue providing Covered Services to Enrollees for up to one hundred twenty (120) days, in accordance with applicable law, or for a longer period of time, in accordance with Minnesota Statutes§ 62Q.56, subd. 1(a). For such continued care, UCare shall compensate Participant under the terms of this Agreement with respect to otherwise Covered Services rendered by Participant to the Enrollee.

10.4 Dispute Resolution. Any dispute arising out of or related to this Agreement shall be settled in accordance with this section. Nothing in this section shall prohibit a Party from terminating this Agreement pursuant to its terms.

10.4.1 If any dispute develops that is subject to UCare's credentialing plan, policies and procedures, it will be handled in accordance with UCare's credentialing plan, policies and procedures. If any other dispute develops between the Parties relating to this Agreement, the Parties will meet and negotiate in good faith in an attempt to resolve it and will follow the dispute resolution processes outlined below.

10.4.2 The Party wishing to initiate a dispute shall notify the other Party of the existence of a dispute by sending a written notice detailing the nature of the dispute in accordance with the terms of this Agreement. If such dispute remains unresolved thirty (30) days after one Party sent written notice of the dispute to the other Party, then, at the

election of UCare, the dispute shall be submitted to mediation. The mediation shall be conducted by one mediator who shall be selected jointly by the Parties within ten (10) days after notice of either Party's request for mediation. The mediation shall be non-binding and shall commence promptly, but in any case within thirty (30) days after selection of the mediator. Each Party shall bear its own costs associated with the mediation, but the costs of the mediator and related expenses (meeting room costs, etc.) shall be shared equally.

10.4.3 In the event the mediator declares that the Parties are at an impasse or not all disputes are resolved or UCare elects not to pursue mediation, then the remaining dispute(s) shall be submitted to binding arbitration. Binding arbitration will be in lieu of litigation, except as permitted below. In no event may arbitration be initiated more than one (1) year after the sending of written notice of the dispute to the other Party. Any arbitration proceeding under this Agreement will be conducted in Hennepin County, Minnesota, in accordance with the then-current commercial rules of the American Arbitration Association.

10.4.4 If the amount in dispute is less than one million dollars or the dispute does not involve monetary damages, the Parties shall mutually select a qualified arbitrator. If the Parties cannot agree on an arbitrator in a reasonable time, not to exceed fourteen (14) days following the mediator's declaration of impasse or UCare's election not to pursue mediation, each Party will promptly select an arbitrator and the two (2) arbitrators so selected will promptly meet to select, by mutual agreement between them, a third arbitrator. The third arbitrator shall serve as the sole arbitrator of the dispute unless the Parties mutually decide otherwise.

If the amount in dispute is equal to or greater than one million dollars, each Party will promptly select a qualified arbitrator and the two (2) arbitrators so selected will promptly meet to select, by mutual agreement between them, a third arbitrator. The three (3) arbitrators shall resolve the dispute as a panel.

10.4.5 The arbitrator will have no authority to award any extra-contractual, punitive or exemplary damages or to vary or ignore the terms of this Agreement, and will be bound by controlling law. Findings of fact and conclusions of law will accompany the arbitration award.

10.4.6 Nothing in this section will limit a Party from bringing an action in any court of competent jurisdiction for injunctive or other equitable relief as a Party deems necessary or appropriate to stop the conduct or threatened conduct of the other Party. In addition, if a Party to this Agreement is named as a defendant in a third-party lawsuit, claims for contribution or indemnification against the other Party hereto may be brought in the third-party litigation.

ARTICLE 11: MISCELLANEOUS

11.1 Notice. All notices, communications, payments, and other documents required or permitted hereunder shall be in writing. Such notices shall be given: (i) by delivery in person; (ii) by courier service; (iii) by first class, registered or certified mail, postage prepaid; (iv) by facsimile; or (v) by electronic mail addressed to the recipient at the address shown in the

signature block to this Agreement, or to such other addresses as may be provided by either Party to the other.

Notices given shall be effective upon (i) receipt by the Party to which notice is given, or (ii) three (3) days following mailing, whichever occurs first.

- 11.2 Relationship of Parties. The relationship between the Parties hereto is that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employee or representative of the other. Further, this Agreement shall not be construed to create a partnership, joint venture or like relationship between the Parties hereto.
- 11.3 Advertisement. Participant agrees that UCare may list Participant's name, address, telephone number, website, specialty or other area of concentration, and other publicly available information such as special services offered by Participant in such listings, directories, brochures and other writings as may be determined by UCare. Except as otherwise described herein or required by applicable law, Participant shall not use UCare's name, symbol or service mark without prior written approval.
- 11.4 Amendment. This Agreement may be amended by UCare by providing written notice to Participant specifying the effective date, in accordance with and subject to the limitations of this section, for purposes of bringing this Agreement into compliance with a federal or state law, rule, regulation, or agency mandate. Such amendment shall become effective on the effective date or the compliance date (if later) of the law, regulation, or agency mandate that gave rise to the need to amend this Agreement for purposes of conforming to such requirement. Except as otherwise provided herein, any other amendments or modifications to this Agreement must be mutually agreed to by the Parties, in writing, and signed by both Parties.
- 11.5 Governing Law. This Agreement is made and entered into in the State of Minnesota and shall be governed in all respects by the laws of the State of Minnesota. Any litigation related to this Agreement shall be venued in Minnesota.
- 11.6 Benefit and Assignment. Participant's rights, duties, obligations and undertakings under this Agreement are binding upon Participant and are not assignable in whole or in part without the prior written approval of UCare, which consent shall not be unreasonably withheld. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Assignments subject to this limitation shall include assignment to an entity affiliated with Participant, and assignments by Participant to a successor in interest as a result of a merger, acquisition, or reorganization or sale of substantially all of Participant's assets. Any attempted assignment without UCare's consent shall be void. Upon receiving a written request to consent to an assignment, UCare may terminate this Agreement after at least thirty (30) days' prior written notice to Participant. UCare shall have the absolute right, in its sole discretion, to assign all or any of its rights and obligations hereunder to an entity that controls or is controlled by UCare, or to add another affiliate of UCare as an additional party to this Agreement.

- 11.7 Entire Agreement. Except as otherwise expressly provided herein, this Agreement embodies the entire agreement between UCare and Participant concerning the subject matter of this Agreement and supersedes all other previous oral or written agreements concerning all or any part of the subject matter of this Agreement.
- 11.8 Severability. If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law, that part shall be deleted and the other parts of this Agreement shall remain fully effective.
- 11.9 Survival. Any section of this Agreement that by its terms contemplates or requires continuing effect following termination of this Agreement shall survive such termination. Specifically, and without limitation, Article 5 (Confidentiality and Records), Section 6.2 (Enrollee Protection Provisions), Article 9 (Insurance and Indemnification), Section 10.3 (Rights and Obligations), Section 10.4 (Dispute Resolution) and Section 11.5 (Governing Law) shall survive termination of this Agreement.
- 11.10 Approvals of this Agreement. The effectiveness of this Agreement is subject to the approval of this Agreement by the Minnesota Department of Health.
- 11.11 Waiver. The failure of any Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any Party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the Party against whom the waiver is being enforced. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
- 11.12 Compliance with Laws. Participant agrees to comply with (1) all applicable Medicare and Medicaid laws and regulations, and applicable CMS instructions, (2) all applicable Minnesota laws, regulations and guidance applicable to Minnesota state health care programs; (3) the applicable provisions of the contracts between UCare and DHS, CMS, and MNsure, which are hereby incorporated by reference; (4) all state and federal laws applicable to entities which receive federal funds; (5) provisions of Minnesota law applicable to the commercial products offered by UCare, including but not limited to Minnesota Statutes chapter 62V; and (6) all applicable state and federal laws, regulations and Executive Orders regarding prohibited discrimination, including Title VI of the Civil Rights Act, the Age Discrimination Act, and the Americans with Disabilities Act.
- 11.13 DHS-Required Language. In the event the Medicare contract between CMS and UCare is terminated or non-renewed, the contract between DHS and UCare shall be terminated unless CMS and DHS agree to the contrary. Such termination shall be carried out in accordance with the termination requirement stated in 42 C.F.R. §422.506 and §422.512.

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed on its behalf by its duly authorized representative as of the Effective Date.

UCare Minnesota
P.O. Box 52
500 Stinson Blvd., N.E.
Minneapolis, MN 55440-8551

County of McLeod dba
McLeod County Public Health
1805 Ford Ave
Ste 200
Glencoe, MN 55336

Mark Traynor
Senior Vice President of Provider Relations
and Chief Legal Officer

precontractadmin@ucare.org

Date

Signature

Printed Name: _____

Title _____

Email: _____

Date

EXHIBIT A
to the
COUNTY PARTICIPATION AGREEMENT

PRODUCTS COVERED UNDER THIS AGREEMENT

- Minnesota Health Care Programs products, including but not limited to:
 - Medical Assistance
 - MinnesotaCare (including any program funded by the Basic Health Program)
 - Minnesota Senior Care Plus (MSC+), non-dually eligible
 - Minnesota Special Needs Basic Care, non-dually eligible
- Dual Eligibles, including but not limited to:
 - Minnesota Senior Health Options (MSHO)
 - Minnesota Senior Care Plus (MSC+), dually eligible (MHCP portion only)
 - Minnesota Special Needs Basic Care, dually eligible, non-integrated (MHCP portion only)
 - Minnesota Special Needs Basic Care, dually eligible, integrated
- Medicare Products, including but not limited to:
 - Medicare Advantage products / *UCare for Seniors*
 - Medicare Select / *UCare SeniorSelect*

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EXHIBIT B
to the
COUNTY PARTICIPATION AGREEMENT

SERVICES PROVIDED UNDER THIS AGREEMENT

Professional Services

- Public Health Services
- Public Health Nursing Services

Car Seat Education Services

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EXHIBIT C
to the
COUNTY PARTICIPATION AGREEMENT

SITE LISTING

Practice Name and Address	Fed ID / NPI	Billing Name and Address
County of McLeod dba McLeod County Public Health 1805 Ford Ave Ste 200 Glencoe, MN 55336 Phone: 320-864-3185 Practice County: McLeod	Tax ID #: 41-6005841 NPI #: 1578550190	County of McLeod dba McLeod County Public Health 1805 Ford Ave Ste 200 Glencoe, MN 55336

EXHIBIT D
to the
COUNTY PARTICIPATION AGREEMENT

REIMBURSEMENT SCHEDULE

PROFESSIONAL SERVICES

Reimbursement for Covered Services provided to UCare Programs Enrollees. UCare shall reimburse Participant for Covered Services provided to Enrollees according to the following schedules, less any applicable Copayments, Coinsurance, and Deductibles, unless the billed charge is less than the amount identified in the schedule, in which case UCare will pay the billed charge. If there is no rate in the Payment Methodology fee schedule, then UCare will pay based on the rates in Default 1 and if there is no rate available in the Default 1 fee schedule, payment will revert to the payment rates in Default 2 and finally, if there is no rate available in Default 2, payment will revert to the payment rates in Default 3. Referenced fee schedules are those in effect at the time of the service. Claims are paid in accordance with UCare's payment policies and procedures.

Professional Services:

Products:

Non-Dually Eligible

- Medical Assistance
- MinnesotaCare
- Minnesota Senior Care Plus (MSC+)
- Minnesota Special Needs Basic Care

Payment Methodology / Reimbursement	Default - 1	Default- 2	Default - 3
100% of the UCare MHCP fee schedule	100% of the UCare Medicare fee schedule	100% of the UCare Standard fee schedule	50% of billed charges

Reimbursement for Child and Teen Checkups. UCare shall reimburse member clinics for each appropriately coded Child and Teen Checkups (C & TC) visit billed with an alpha referral code. In order to receive this enhanced reimbursement, member clinics must bill a separate line with procedure code S0302 and include the appropriate referral code. This additional payment is dependent on member clinics performing and documenting complete C & TCs following the criteria as defined in the State of Minnesota Child & Teen Checkups Provider Information Guide available on the DHS website. Such billings are subject to audit by UCare at UCare's discretion.

Service	Rate
Child and Teen Checkup Rate	\$60.00

Vaccine replacement program. If Participant provides vaccinations, Participant shall participate in the State of Minnesota's vaccine replacement program to be entitled to replacement vaccine from the State for Enrollees. UCare shall reimburse Participant according to the Provider Manual for administration of the vaccine. At such time as any immunization not already available through the vaccine replacement

program becomes available through that program, UCare shall discontinue reimbursement to Participant for the vaccine itself and instead shall pay Participant the administration fee only.

Products:

Dually Eligible

- Minnesota Senior Care Plus (MSC+)
- Minnesota Special Needs Basic Care, dually eligible, non-integrated

Payment Methodology / Reimbursement	Default - 1	Default- 2	Default - 3
<p>In accordance with Minnesota Statutes, Section 256B.0625, Subdivision 57, UCare shall reimburse Participant for services up to the UCare MHCP fee schedule allowable rate where a Medicare coinsurance and/or deductible has been applied. UCare payment will be the difference between the Medicare payment and the UCare MHCP calculated allowable rate where the difference is greater than zero. If the difference is less than or equal to zero, the UCare payment will be zero.</p> <p>For services not in accordance with Minnesota Statutes, Section 256B.0625, Subdivision 57, UCare shall reimburse Participant for services up to 100% of the UCare MHCP fee schedule.</p>	100% of the UCare Standard fee schedule	50% of billed charges	Not Applicable

Reimbursement for Child and Teen Checkups. UCare shall reimburse member clinics for each appropriately coded Child and Teen Checkups (C & TC) visit billed with an alpha referral code. In order to receive this enhanced reimbursement, member clinics must bill a separate line with procedure code S0302 and include the appropriate referral. This additional payment is dependent on member clinics performing and documenting complete C & TCs following the criteria as defined in the State of Minnesota Child & Teen Checkups Provider Information Guide available on the DHS website. Such billings are subject to audit by UCare at UCare's discretion.

Service	Rate
Child and Teen Checkup Rate	\$60.00

Product:

- Minnesota Senior Health Options (MSHO)

Payment Methodology / Reimbursement	Default - 1	Default- 2	Default - 3
100% of the UCare MSHO fee schedule	100% of the UCare Standard fee schedule	50% of billed charges	Not Applicable

Product:

- Minnesota Special Needs Basic Care, dually eligible, integrated

Payment Methodology / Reimbursement	Default - 1	Default – 2	Default - 3
100% of the UCare SNBC fee schedule	100% of the UCare Standard fee schedule	50% of billed charges	Not Applicable

Products:

- Medicare Advantage (*UCare for Seniors*)

Professional Services Payment Methodology / Reimbursement	Default - 1	Default – 2	Default - 3
100% of the UCare Medicare fee schedule	100% of the UCare Standard fee schedule	50% of billed charges	Not Applicable

DMEPOS Payment Methodology / Reimbursement	Default - 1	Default – 2	Default - 3
100% of the UCare Medicare DMEPOS fee schedule	Revert to Professional Services schedule above	Not Applicable	Not Applicable

Clinical Laboratory Payment Methodology / Reimbursement	Default - 1	Default – 2	Default - 3
100% of the UCare Medicare Clinical Lab fee schedule	Revert to Professional Services schedule above	Not Applicable	Not Applicable

Drugs and Biologicals Payment Methodology / Reimbursement	Default - 1	Default – 2	Default - 3
100% of the UCare Medicare ASP fee schedule	Revert to Professional Services schedule above	Not Applicable	Not Applicable

Product:

- Medicare Select

Payment Methodology / Reimbursement	Default - 1	Default – 2	Default - 3
Subsequent to the Medicare Fiscal Intermediary's payment; 100% of the Enrollee's Copayments, Coinsurance, and Deductibles.	UCare shall reimburse Participant for Covered Services listed in the Certificate of Coverage which are not eligible for coverage by fee-for-service Medicare at the UCare Standard fee schedule	Not Applicable	Not Applicable

UCare Minnesota Health Care Programs (MHCP) fee schedule. The UCare MHCP fee schedule is based on the State of Minnesota Health Care Programs fee schedule; however, the fee schedule will be updated according to the schedule published in the UCare Provider Manual.

UCare Minnesota Senior Health Options (MSHO) fee schedule. The UCare MSHO fee schedule is based upon Minnesota Statutes, Section 256B.0625, Subdivision 57. The UCare MSHO Physician Fee Schedule is established using 80% of the Minnesota Medicare fee schedule, or the Medicaid fee schedule, whichever is the greater of the two. The UCare MSHO fee schedule will be updated according to the schedule published in the UCare Provider Manual.

UCare Minnesota Special Needs Basic Care (SNBC) fee schedule. The UCare SNBC fee schedule is based upon Minnesota Statutes, Section 256B.0625, Subdivision 57. The UCare SNBC Fee Schedule is established using 80% of the UCare Medicare fee schedule, or the UCare MHCP fee schedule, whichever is the greater of the two. The UCare SNBC fee schedule will be updated according to the schedule published in the UCare Provider Manual.

UCare Medicare fee schedule. The UCare Medicare fee schedule is based on the Centers for Medicare and Medicaid (CMS) professional fee schedule; however, the fee schedule will be updated according to the schedule published in the UCare Provider Manual.

UCare Standard fee schedule. The UCare Standard fee schedule is a fee schedule developed by UCare. The fee schedule will be updated according to the schedule published in the UCare Provider Manual.

UCare Medicare Clinical Lab fee schedule: Fee schedule reimbursement rate as determined by the Centers for Medicare and Medicaid Services (CMS) Clinical Lab Fee Schedule; however, the fee schedule will be updated according to the schedule published in the UCare Provider Manual.

CMS Average Sales Price (ASP). Reimbursement rates as determined by the Centers for Medicare and Medicaid Services (CMS) Average Sales Price (ASP) Drug Pricing Files; however, the fee schedule will be updated according to the schedule published in the UCare Provider Manual.

UCare Medicare DMEPOS fee schedule. The UCare Medicare DMEPOS fee schedule is based on the Centers for Medicare and Medicaid (CMS) DMEPOS fee schedule; however, the fee schedule will be updated according to the schedule published in the UCare Provider Manual.

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EXHIBIT D1
to the
COUNTY PARTICIPATION AGREEMENT

REIMBURSEMENT SCHEDULE

CAR SEAT EDUCATION

Car Seat Education Individual (In-Home) Services

- Individual Car Seat Safety Education is reimbursed at \$80 per household per same date of service:
 - One member of the household receiving a car seat - \$80
 - More than one member of the household receiving seats – divide \$80 by the number of seats being given to members in the householdExamples:
2 members = \$40 each
3 members = \$27* each (*round up to nearest dollar)
4 members = \$20 each
- Reimbursement is for the education provided to members, each person receiving education must be a UCare member and is not based on the number of car seats being provided during the session (UCare pays for the car seats separately).
- Billing:
 - Diagnosis Code: V65.43 (Counseling on injury prevention)
 - Procedure Code: S9448 (Patient education – individual)
 - Location Code Options: 12 (home), 71 (Public Health Clinic), 11 (office), or 12 (hospital)
- Interpretation services are not reimbursed for foreign language speaking staff providing car seat education.
- Car seat storage and handling by Public Health or partnering agency is not reimbursable service.

Car Seat Education Group Classes

- Group (Class) Car Seat Safety Education is reimbursed at \$57 per household per same date of service.
 - One member of the household receiving a car seat - \$57
 - More than one member of the household receiving seats – divide \$57 by the number of seats being given to members in the household.Examples:
2 members = \$29* each (*round up to nearest dollar)
3 members = \$19 each
4 members = \$15* each (*round up to nearest dollar)
- Reimbursement is based on a “per session” rate and is not based on the length of the session or the number of seats being given to members in the same household.

Reimbursement is for the education provided to UCare members, each person receiving education must be a UCare member.

- Billing:
 - Diagnosis Code: V65.43 (Counseling on injury prevention)
 - Procedure Code: S9446 (Patient education - group)
 - Location Code Options: 71 (Public Health Clinic), 11 (office), or 21 (hospital)
- *Interpretation services are not reimbursed for foreign language speaking staff providing car seat education.*
- *Car seat storage and handling by Public Health or partnering agency is not reimbursable service.*

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QUALIFIED HEALTH PLAN ADDENDUM
to the
Participation Agreement
between
UCARE
and
COUNTY OF MCLEOD DBA MCLEOD COUNTY PUBLIC HEALTH

The County Participation Agreement (“Participation Agreement”), by and between UCare Minnesota, including its affiliates such as UCare Health, Inc. (formerly UCare Wisconsin, Inc.) (collectively, “UCare”) and **County of McLeod dba McLeod County Public Health**, including any affiliated or contracted clinics, facilities, and individual practitioners providing services hereunder, (collectively, “Participant”), is amended by this Qualified Health Plan Addendum (“Addendum”), effective May 1, 2017 (“Effective Date”).

In consideration of mutual promises, rights and obligations contained herein, UCare and Participant hereby agree to the following.

1. **Intent of Parties.** The intent of the parties by their execution of this Addendum is to add Qualified Health Plans to the products or plans for which Participant provides Covered Services pursuant to the Participation Agreement.
2. **Definitions.** For purposes of this Addendum, the following definitions apply.
 - a. “Qualified Health Plan” or “QHP” means a health plan as defined in 42 U.S.C. § 18021(a), as may be amended from time to time, which is issued or offered by UCare.
 - b. “Covered Services” means those medical, surgical, hospital, and other health care services designated as covered by the terms of the QHP.
 - c. “Enrollee” means any person enrolled in UCare and eligible for benefits under a QHP.
3. **General Obligations.** Participant shall provide Covered Services to Enrollees under this Addendum in accordance with the terms and conditions of the Participation Agreement. Participant agrees to comply fully with all applicable state and federal statutes, rules, regulations, and instructions pertaining to QHP’s, as they may be amended from time to time. Additionally, Participant agrees to comply with those provisions of the Provider Manual, (as that term is defined in the Participation Agreement) applicable to QHP’s, which may be modified from time to time.
4. **Reimbursement for Covered Services.** UCare shall reimburse Participant the lesser of billed charges or in accordance with the following schedule, less any applicable Copayments, Coinsurance, and Deductibles. Referenced fee schedules are those in effect at the time of the service. Claims are paid in accordance with UCare’s payment policies and procedures.

Productline	Physician / Provider Reimbursement
UCare Qualified Health Plans	1) 160% of the applicable CMS Physician Fee Schedule rate
	2) If no fee exists under 1) above then 160% of the UCare Standard Fee Schedule
	3) If no fee exists under 2) above then 65% of eligible charges

CMS Physician Fee Schedule. Fee schedule reimbursement rate as determined by the Centers for Medicare and Medicaid Services (CMS) Physician Fee Schedule.

UCare Standard Fee Schedule. Fee schedule reimbursement as determined by the actuarially developed UCare Standard Fee Schedule.

Productline	Clinical Lab Reimbursement
UCare Qualified Health Plans	1) 155% of the applicable CMS Clinical Lab Fee Schedule rate
	2) If no fee exists under 1) above then 155% of the UCare Standard Fee Schedule
	3) If no fee exists under 2) above then 50% of eligible charges

CMS Clinical Lab Fee Schedule. Fee schedule reimbursement rate as determined by the Centers for Medicare and Medicaid Services (CMS) Clinical Lab Fee Schedule.

UCare Standard Fee Schedule. Fee schedule reimbursement as determined by the actuarially developed UCare Standard Fee Schedule.

Productline	Drugs & Biologicals Reimbursement
UCare Qualified Health Plans	1) 100% of CMS ASP Pricing File rate
	2) 100% of the UCare Vaccination fee schedule
	3) Specific to vaccinations, if no fee exists under the UCare Vaccination fee schedule, then 65% of eligible charges
	4) If no fee exists under 1) above then AWP minus 17%

CMS Average Sales Price (ASP). Reimbursement rates as determined by the Centers for Medicare and Medicaid Services (CMS) Average Sales Price (ASP) Drug Pricing Files.

UCare Vaccination fee schedule. The UCare Vaccination fee schedule is based on the State of Minnesota Health Care Programs fee schedule specific to vaccination codes.

Average Wholesale Price (AWP). Reimbursement rates as determined by First Databank AWP pricing files.

Productline	DMEPOS Reimbursement
UCare Qualified Health Plans	1) 100% of the applicable CMS DMEPOS Fee Schedule rate
	2) If no fee exists under 1) above then 60% of eligible charges

CMS DMEPOS Fee Schedule. Fee schedule reimbursement rate as determined by the Centers for Medicare and Medicaid Services (CMS) Durable Medical Equipment, Prosthetics, Orthotics and Supplies (DMEPOS) Fee Schedule.

5. Amendment. This Addendum may be amended as set forth in the Participation Agreement.
6. Termination. This Addendum may be terminated as follows.
 - a. Either party may terminate this Addendum without cause 125 days after sending the other party written notice of termination.
 - b. Either party may terminate this Addendum for breach after the breaching party has a period of 30 days to cure such breach, with such termination effective as described in the written notice of termination.
 - c. This Addendum shall terminate upon termination of the Participation Agreement between the parties.
7. Conflict and Applicability of Other Agreements. To the extent the terms of this Addendum address a product offering or subject matter, or conflict with the terms, contained in any other agreement, addenda or amendment between the parties, including the Participation Agreement, this Addendum shall control. All other terms of the Participation Agreement shall remain in full force and effect, and shall apply to the parties' rights and obligations described in this Addendum.

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In witness whereof, a duly authorized representative of each party has executed this Amendment in the manner appropriate to each as of the date indicated by the signature.

UCare Minnesota
P.O. Box 52
500 Stinson Blvd., N.E.
Minneapolis, MN 55440-8551

**County of McLeod dba McLeod County
Public Health**
1805 Ford Ave
Ste 200
Glencoe MN 55336

Mark Traynor
Senior Vice President of Provider Relations
And Chief Legal Officer

By

Printed Name

Title

Date

Email

Date

Practice	Tax ID	NPI
County of McLeod dba McLeod County Public Health	41-6005841	1578550190

COUNTY PARTICIPATION AGREEMENT

by and between

UCARE MINNESOTA

and

MCLEOD SOCIAL SERVICE CENTER DBA MCLEOD COUNTY SOCIAL SERVICES

THIS COUNTY PARTICIPATION AGREEMENT (“Agreement”) is made and entered into this 1st day of May, 2017 (“Effective Date”), by and between UCare Minnesota, together with its affiliate UCare Health, Inc. (“UCare”), and **McLeod Social Service Center dba McLeod County Social Services** including any affiliated or contracted clinics, facilities, and individual practitioners providing services hereunder (“Participant”), each a “Party” and collectively, the “Parties”.

WHEREAS, UCare Minnesota, a health maintenance organization licensed by the State of Minnesota and its affiliate health plan companies, are engaged in the business of making quality health care available on a prepaid basis; and

WHEREAS, UCare strives to fulfill its mission to improve the health of its members through innovative services and partnerships across communities; and

WHEREAS, Participant desires to participate as a provider of certain medical services for UCare Enrollees in support of the UCare mission; and

WHEREAS, UCare desires that Participant participate as a provider of certain medical services for UCare Enrollees in support of the UCare mission;

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1: DEFINITIONS

1.1 Definitions. The following terms as used in this Agreement shall have the meanings ascribed to them below unless the context clearly requires a different meaning:

“Abuse” means the definition set out in Minnesota Rules, Part 9505.2165, subpart 2 and in the Medicare Managed Care Manual Chapter 21, section 20. Abuse shall also include substantial failure to provide Medically Necessary items and services that are required to be provided to an Enrollee under this Agreement if the failure has adversely affected or has substantial likelihood of adversely affecting the health of the Enrollee.

“Advance Directives” means those requirements as specified under 42 C.F.R. § 422.128.

“Agent” means an entity which is under contract with UCare to perform certain functions related to this Agreement on behalf of UCare.

“Agreement” means this Agreement, including any exhibits, schedules or other attachments hereto, all as presently in effect or as hereafter amended.

“Billed Charges” means the charges for medical care or health care services included on a claim submitted by Participant.

“Certificate of Coverage” means a plan of health care coverage issued by UCare to an Enrollee who is eligible for benefits under any of the products listed in **Exhibit A**, and which contains the terms and conditions of such coverage. Certificate of Coverage includes plans of health care coverage generally referred to as “evidence of coverage” for Enrollees enrolled in a Medicare product.

“Clean Claim” means a claim that has no defect or impropriety, including any lack of required substantiating documentation, including, but not limited to, coordination of benefits information, or particular circumstance requiring special treatment that prevents timely payment from being made on a claim.

“Co-payment” or “Coinsurance” means the amount an Enrollee is required to pay for certain Covered Services in accordance with the Enrollee’s Certificate of Coverage.

“Covered Services” means those medical, surgical, hospital, and other health care services designated as covered by the terms of the Certificate of Coverage.

“Deductible” means the annual dollar amount of allowed charges for Covered Services, as specified in the Enrollee’s Certificate of Coverage, that the Enrollee is required to pay as a precondition to payment by UCare.

“Enrollee” means any person who is enrolled in UCare and who is therefore eligible for benefits under a Certificate of Coverage.

“Event of Default” means a breach which provides an immediate right of termination as specified under this Agreement.

“Fraud” means the definition set forth in Minnesota Rules, Part 9505.2165, subpart 4 and in the Medicare Managed Care Manual Chapter 21, section 20.

“Health Care Professional” means a physician, optometrist, chiropractor, psychologist, dentist, physician assistant, physical or occupational therapist, therapist assistant, speech language pathologist, audiologist, registered or practical nurse (including nurse practitioner, clinical nurse specialist, certified registered nurse anesthetist, and certified nurse midwife), licensed independent clinical social worker, pharmacist and registered therapy technician.

“Medicaid” means the Medical Assistance Program under Title XIX of the Social Security Act established pursuant to 42 U.S.C. § 1396 et seq.

“Medical Emergency” means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: 1) placing the physical or mental health of the Enrollee (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; 2) continuation of severe pain; 3) serious impairment to bodily functions; 4) serious dysfunction of any

bodily organ or part; or 5) death.

“Medically Necessary” or “Medical Necessity” means a health service that is consistent with the Enrollee’s diagnosis or condition and: A) is recognized as the prevailing standard or current practice by the provider’s peer group; B) is rendered in response to a life threatening condition or pain; or to treat an injury, illness or infection; to care for a mother and child through the maternity period; or to treat a condition that could result in physical or mental function consistent with prevailing community standards for diagnosis or condition; or C) is a preventive health service defined under Minnesota Rules, Part 9505.0355.

“Medicare” means the federal insurance program for aged and disabled people operated under 42 U.S.C. § 1395 et seq.

“Medicare Advantage Plan(s)” means a coordinated care plan offered pursuant to 42 U.S.C. § 1395w-21(a)(2)(A), including specialized Medicare Advantage Plans for special needs individuals (“Special Needs Plans”).

“Network” means the network of Participating Providers available to Enrollees.

“Never Events” means Medicare non-reimbursable hospital acquired conditions that are reportable as adverse events, pursuant to Minnesota Statutes §144.7065 and applicable Medicare regulations.

“Participating Provider” means a provider of Covered Services and/or Interpreter Services that has a valid, signed contract with UCare and is eligible to provide in-network services to Enrollees.

“Primary Care” means a type of medical care delivery which emphasizes first contact care and assumes ongoing care coordination for the Enrollee in both health maintenance and therapy of illness. It is comprehensive in scope and includes the overall coordination of the care of the Enrollee’s health problems, including the appropriate use of specialist providers and community resources.

“Primary Care Clinic” means any clinic which has entered into a written clinic participation agreement with UCare and which employs or contracts with Primary Care Physicians.

“Primary Care Physician” means any physician who is employed by or under contract with an entity that has in place a written participation agreement with UCare, who practices Primary Care, and who is professionally qualified in specialty organizations in one or more of the following disciplines: family medicine, general practitioner, pediatrics, internal medicine, geriatrics, obstetrics and gynecology.

“Provider Manual” includes any administrative manual made available to Participating Providers by UCare, specifying various administrative policies and procedures, including the Provider Manual at www.ucare.org as it may be amended from time to time.

“Service Authorization” means an approval by UCare or UCare’s Agent that a particular service or treatment is Medically Necessary and that all appropriate, cost effective alternatives have been considered. Service Authorizations are required for specified services or treatment

for claims to be processed for payment.

“Urgent Care” means acute, episodic medical services available on a 24-hour basis that are required in order to prevent a serious deterioration of the health of an Enrollee.

ARTICLE 2: APPLICABILITY

- 2.1 Products Covered Under This Agreement. This Agreement sets forth the rights, obligations, and duties of the Parties in connection with the furnishing of Covered Services to Enrollees enrolled in the products described in Exhibit A, and the conditions under which Covered Services shall be provided by Participant to such Enrollees.

ARTICLE 3: ELIGIBILITY FOR COVERED SERVICES

- 3.1 Identification Cards. UCare shall give Enrollees an identification card that shall contain the name of the Enrollee, his or her Enrollee number, and the specific product under which the Enrollee has obtained coverage.
- 3.2 Verification of Eligibility. Participant may verify the current status of the Enrollee’s eligibility for Covered Services by requesting presentation by the Enrollee of his or her identification card, through the State of Minnesota’s Electronic Verification System, or by contacting UCare. However, if UCare subsequently determines that the individual was not eligible for coverage for the services rendered, those services shall be ineligible for payment and Participant may then directly bill the Enrollee for such services, if permitted by applicable state and federal rules and regulations. UCare shall reimburse Participant for Covered Services when Participant affirmatively verifies the Enrollee’s eligibility by using the UCare-approved process for electronic eligibility in accordance with Minnesota Statutes § 62J.536, even if UCare subsequently determines that the individual was not eligible for coverage under a UCare product at the time such services were rendered.

ARTICLE 4: PROVISION OF SERVICES

- 4.1 Scope of Covered Services. Participant shall provide to Enrollees the Covered Services of the type specified in Exhibit B and appropriate ancillary Covered Services related thereto, in accordance with professionally recognized standards of practice, in a manner so as to assure quality of care and treatment, and the terms and conditions of this Agreement and the Provider Manual. In the event Participant provides services which are not Covered Services, UCare will not compensate Participant for such services without prior written approval by UCare.
- 4.2 Provision of Services. Participant agrees that, to the extent feasible, the Covered Services provided by it shall be made available and accessible to Enrollees promptly and in a manner which assures continuity of care. In addition, Participant shall:
- a) Not differentiate or discriminate in the treatment of its patients by reason of the fact that a certain portion of its patients are Enrollees;
 - b) Provide services to Enrollees and accept all referrals of Enrollees in the same manner and within the same time availability as offered its other patients;
 - c) Not differentiate or discriminate in the treatment of Enrollees because of race, sex, color, creed, religion, health status, age, physical disability, national origin, public

- assistance status, ancestry, marital status or sexual orientation;
- d) Provide Covered Services in a culturally competent manner to all Enrollees including those Enrollees with limited English proficiency or reading skills, diverse cultural and ethnic backgrounds and physical and mental disabilities;
- e) Admit all Enrollees to Participant's facilities in a manner similar to those provided to any other Participant patient;
- f) Comply with all applicable statutes and regulations regarding accessibility and availability of health care services, including without limitation:
 - i) Medical Emergency services shall be made available to Enrollees immediately, 24 hours per day, 7 days per week either by treating the Enrollee at Participant's site or by directing the Enrollee to an appropriate care site, without requiring Service Authorization;
 - ii) Urgent Care services shall be made available to Enrollees within 24 hours of the time services are requested either by treating the Enrollee at Participant's site or by directing the Enrollee to an appropriate care site;
- g) Ensure that Covered Services are provided to Enrollees by trained Health Care Professionals acting within the scope of an appropriate license, certification, or registration;
- h) Not withhold or delay Medically Necessary care that is otherwise covered by this Agreement if withholding or delaying such care adversely affects, or has a substantial likelihood of adversely affecting, Enrollee's health;
- i) If Participant provides Primary Care services, not encourage Enrollees under its care to select a different Primary Care Physician due to Enrollee's health status, unless Participant is unable to adequately care for Enrollee;
- j) Where applicable, inform Enrollees of follow-up care and provide training in self-care;
- k) If available through Participant, provide direct access for Enrollees to mammography screening and influenza vaccinations;
- l) If available through Participant, provide direct access for Enrollees to in-network women's health specialists for routine and preventive services; and
- m) Not engage in Fraud or Abuse.

4.3 Continuation of Covered Services. In the event of termination of this Agreement, Participant shall, as required by 42 C.F.R. § 422.504(g)(2), continue to provide Covered Services for Enrollees for the duration of the contract period for which Centers for Medicare & Medicaid Services ("CMS") had made payments to UCare. For Enrollees who are hospitalized on the date the CMS contract terminates, or in the event of an insolvency, Participant shall provide Covered Services through the date of discharge of the Enrollee.

4.4 Referral and Authorization Requirements. Participant shall provide Enrollees with Covered Services in accordance with any referral or Service Authorization requirements described in the Provider Manual and on UCare's website. In the event Participant provides and/or coordinates Covered Services which require a referral or Service Authorization pursuant to the Provider Manual, but which have not been authorized by UCare or UCare's Agent, UCare will not compensate Participant for such services. Pursuant to Minnesota Statutes § 62D.12, subd. 19, UCare will not deny or limit coverage of the service which the Enrollee has received solely on the basis of lack of Service Authorization, to the extent that the service would otherwise have been covered by UCare had Service Authorization been obtained. Participant will not

bill Enrollee for lack of compensation from UCare due to Participant's failure to obtain a required referral or Service Authorization. Written referrals or Service Authorizations are not required for obstetrical and gynecological services mandated through Minnesota Statutes § 62Q.52.

- 4.5 Medical Emergency. In cases of a Medical Emergency, Participant shall notify Enrollee's Primary Care Physician or the on-call physician prior to admission, if feasible. Participant shall make all reasonable efforts to ensure that Enrollees experiencing a Medical Emergency utilize a hospital's emergency department, and to divert or coordinate Enrollees who are not experiencing a Medical Emergency to utilize their Primary Care Physician or an Urgent Care provider.
- 4.6 Obligations and Duties. Participant shall be and remain subject to all of the same duties, liabilities, and responsibilities towards Enrollees as exist generally between a healthcare professional and a patient. Nothing in this Agreement shall limit or relieve Participant's duties to its patients.
- 4.7 Communications with Enrollees. Participant shall have the right and is encouraged to discuss with each Enrollee pertinent details regarding the diagnosis of such Enrollee's condition, the nature and purpose of any recommended procedure, the potential risks and benefits of any recommended treatment, and any reasonable alternatives to such recommended treatment. Participant may discuss UCare's provider reimbursement method with an Enrollee, subject to Participant's general contractual and ethical obligations not to make false or misleading statements, to Participant's obligation under this Agreement to maintain the confidentiality of specific reimbursement rates paid by UCare to Participant and to Participant's agreement as a Participating Provider not to disparage UCare or to encourage Enrollees to disenroll in UCare.
- 4.8 Participant's Internal Operations. The operation and maintenance of the offices, facilities and equipment of Participant shall be solely under the control and supervision of Participant. Participant shall have sole control over the selection and supervision of its staff. UCare shall not control or be responsible for the medical opinions or treatment rendered by Participant.
- 4.9 Location of Facilities. On or prior to the Effective Date, Participant shall identify to UCare all locations where Covered Services of Participant are made available, as shown in **Exhibit C**. Information provided shall include the Participant's national provider identifier number. Participant shall provide notice to UCare, not less than forty-five (45) days prior to any merger, acquisition, site opening, closing, change of location or material reduction in services. UCare shall have the right to refuse either to approve a merger or acquisition or to include such location under this Agreement by giving written notice to Participant within thirty (30) days of receiving such notice. Failure to notify UCare in a timely manner is a material breach of the terms of this Agreement.

ARTICLE 5: CONFIDENTIALITY AND RECORDS

- 5.1 Confidentiality. UCare and Participant shall safeguard an Enrollee's privacy and confidentiality of all information regarding Enrollees in accordance with all applicable Federal and State statutes and regulations, including the requirements established by UCare and each applicable product. In addition, Participant agrees to assure the accuracy of an Enrollee's medical, health and enrollment information and records, as applicable.

- 5.2 HIPAA Compliance. UCare and Participant agree that each shall be in compliance with the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d), including all applicable provisions of the federal privacy standards at 45 C.F.R. §§ 160-164. UCare and Participant also agree that they shall enter into a business associate agreement, as described in those regulations at 45 C.F.R. §164.504(e), if such an agreement is required, as reasonably determined by either Party.
- 5.3 Agreement Terms. Participant shall, and shall cause its agents and employees to, keep confidential the terms of this Agreement, including the reimbursement rates, during and after the term of this Agreement, except as required by law.
- 5.4 Collection and Retention of Information. Participant agrees to maintain records, as described in those regulations at 42 C.F.R. § 422.504(d) and the contracts between UCare and the State of Minnesota governing products under this Agreement, pertaining to Covered Services provided under this Agreement for a period of at least ten (10) years following provision of services.
- 5.5 Right to Inspect: Release of Information to UCare. Participant agrees to provide to UCare, during the term of this Agreement and for a period of ten (10) years following the provision of services, access to all information and records, or copies of records, related to this Agreement or to Covered Services provided under this Agreement. Participant shall promptly provide, without charge to UCare, records or copies of records relating to this Agreement or to Enrollees as reasonably requested by UCare and shall cooperate in any UCare investigation or inquiry into Covered Services provided under this Agreement. Participant has no obligation to release records to the extent such release is unlawful.
- 5.6 Right to Inspect: Release of Information to Federal and State Agencies. Participant agrees to cooperate, assist, and provide information (in a manner consistent with State and Federal law, including those regulations at 42 C.F.R. § 422.504(i)(2), as requested by the U.S. Department of Health and Human Services, the Comptroller General, CMS, the Medicaid Fraud Control Unit of the Minnesota Attorney General's Office, the Minnesota Department of Health, the Minnesota Department of Human Services, the Minnesota Department of Commerce and/or their designees in any audit or inspection during this Agreement and for a period of ten (10) years following its termination or from the date of completion of any audit, whichever is later, without charge to UCare. With respect to UCare's Medicare Advantage Plans, Participant agrees to ensure that a contract with a "downstream entity" as defined by 42 C.F.R. § 422.2 requires the downstream entity to allow the U.S. Department of Health and Human Services, the Comptroller General, CMS or their designees the right to audit, evaluate, and inspect any books, contracts, and records, including medical records, of the downstream entity involving any transactions related to CMS contract(s) with UCare for Medicare Advantage Plans including special needs plans. Participant has no obligation to release records to the extent such release is unlawful.
- 5.7 Advance Directives. As set forth in 42 C.F.R. § 422.128(b)(1)(ii)(E), Participant shall prominently document in each Medicare Enrollees medical record whether or not the Enrollee has executed an Advance Directive.

- 5.8 Data Practices. To the extent the Minnesota Data Practices Act is deemed to apply to data collected, created, received, maintained or disseminated by UCare or its subcontractors for any purpose in the course of performance of this Agreement, such data shall be governed by the terms of that Act, Minnesota Statutes, Chapter 13, and the rules adopted to implement the Act, as well as any other state and federal laws on data privacy. Participant agrees to comply with these statutes and rules currently in effect and as they may be amended.

ARTICLE 6: BILLING AND COMPENSATION

- 6.1 Payment. Participant shall accept as payment in full for Covered Services the reimbursement paid by UCare in accordance with Exhibit D of this Agreement. Other than in coordinating benefits with other payers, Participant shall not:
- a) Hold Enrollees financially responsible;
 - b) Collect or attempt to collect from Enrollees reimbursement for Covered Services except for Co-payments, Coinsurance, and Deductibles;
 - c) Collect or attempt to collect from Enrollees additional reimbursement for any service rendered by Participant that is ineligible for coverage under the Enrollee's Certificate of Coverage unless Participant informed the Enrollee, in writing, of the ineligibility of such service and obtained Enrollee's signed acknowledgement of such ineligibility and resultant responsibility to pay for such service prior to its delivery; or
 - d) Collect or attempt to collect from Enrollees reimbursement for influenza, pneumococcal, hepatitis B, and any other vaccinations for which UCare is responsible for payment.

Participant shall hold UCare ultimately responsible for payment for authorized Medically Necessary Covered Services rendered to Enrollees, except for Co-payments, Coinsurance, and Deductibles related to Covered Services.

6.2 Enrollee Protection Provisions.

6.2.1 State of Minnesota Enrollee Protection Provision. The following provision is incorporated into this Agreement as required by Minnesota Statutes§ 62D.123 as amended from time to time:

Participant agrees that in no event, including but not limited to nonpayment by UCare, insolvency of UCare, or breach of this Agreement, shall Participant bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an Enrollee or persons (other than UCare) acting on his/her behalf for services provided pursuant to this Agreement. This provision does not prohibit Participant from collecting Co-payments, Coinsurance, Deductibles, or charges for any services rendered by Participant that are ineligible for coverage.

Participant agrees that this provision shall survive the termination of this Agreement, for authorized services rendered prior to the termination of this Agreement, regardless of the cause giving rise to termination and shall be construed to be for the benefit of Enrollees. This provision is not intended to apply to services provided after this Agreement has been terminated.

Participant agrees that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Participant and the Enrollee or persons acting on their behalf insofar as such contrary agreement relates to liability for payment for services provided under the terms and conditions of this Agreement.

6.2.2 Medicare Enrollee Protection Provision. The following provisions are incorporated into this Agreement as required by 42 C.F.R. § 422.504(g)(1) and 42 C.F.R. § 422.504(i)(3)(i) as amended from time to time:

Participant is prohibited from holding an Enrollee liable for payment of any fees that are the legal obligation of UCare. Participant agrees that in no event, including but not limited to nonpayment by UCare, insolvency of UCare, or breach of this Agreement, shall Participant bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an Enrollee or persons (other than UCare) acting on his/her behalf for services provided pursuant to this Agreement. This provision does not prohibit Participant from collecting Co-payments, Coinsurance, Deductibles, or charges for any services rendered by Participant that are ineligible for coverage. In addition, provided this Agreement has not been terminated, Participant shall continue to provide Enrollees with Covered Services through the duration of the contract period for which CMS premium payment has been made to UCare.

For Enrollees eligible to receive benefits under both Medicare and Medicaid, Participant shall not hold Enrollees liable for Medicare Parts A and B cost sharing when the State is responsible for paying such amounts. Participant shall accept UCare's payment as payment in full.

- 6.3 Billing Procedure. Participant shall submit to UCare all statements for Covered Services rendered by Participant to Enrollees under this Agreement, using complete statistical and descriptive medical and patient data for services provided. Unless otherwise directed by UCare in writing, Participant shall submit claims in accordance with the Provider Manual and Minnesota Statutes § 62J.536, including related regulatory guidance as amended from time to time, using current HCPCS, ICD, and CPT codes. Participant shall cooperate with UCare's efforts to prepare for implementation of ICD-10 and ASC X12 version 5010 for HIPAA transactions, and claims shall comply with such standards when they become effective. Participant shall certify that such statements accurately and completely reflect the services provided. Participant shall not bill the Enrollee for Covered Services in the event Participant fails to submit claims in accordance with the provisions of this Agreement.
- 6.4 Claims Submission Timeline. Participant shall submit to UCare, in a format approved by UCare and in compliance with state and federal law, claims for Covered Services no more than twelve (12) months from the date the Covered Services were rendered, or from the date Participant had knowledge of Enrollee's coverage under a UCare Certificate of Coverage, whichever is later. Claims submitted after such period shall be denied.
- 6.5 Payment of Claims. UCare shall pay Participant for timely filed claims for Covered Services in an amount determined in accordance with **Exhibit D**, less any applicable Co-payments, Coinsurance, and Deductibles. UCare shall make prompt payment of Clean Claims (unless pending for coordination of benefits or to investigate Fraud or Abuse) within thirty (30) days after receipt and shall comply with all applicable State and Federal statutes, rules, and

regulations relating to reimbursement of claims. UCare has no obligation to reimburse claims for services which are not consistent with the terms for this Agreement or the Provider Manual. Specifically and without limitation, UCare has no obligation to pay claims submitted by Participant and its practitioners for services until the Participant and its practitioners have successfully completed the credentialing process or for services during periods in which Participant and its practitioners were not appropriately licensed or enrolled in federal and state health care programs.

- 6.6 Payment Provisions Intent. The Parties acknowledge and agree that the intent of Exhibit D is to reflect increases and decreases in managed care premium rates to UCare from CMS and the Minnesota Department of Human Services (“DHS”), regardless of the specific mechanism used by DHS or CMS to implement the change. Accordingly, unless UCare otherwise notifies Participant in writing, UCare will not apply a change in the reimbursement to Participant if: (a) DHS or CMS does not reflect the value of the fee-for-service change in managed care premium rates to UCare, or (b) the legislation otherwise specifically exempts health plans from applying the change to their payments to providers.
- 6.7 Corrective Adjustments. UCare shall have the right to make, and Participant shall have the right to request, corrective adjustments to any previous payment for, or denial of, a claim for Covered Services; provided, however, that any corrections by UCare or requests for corrective adjustments by Participant shall be made within twelve (12) months from the date the claim was paid or denied by UCare. For purposes of this section, such time limit shall not apply to adjustments initiated by UCare to address duplicate claims payments, payments for claims determined to be related to Fraud or Abuse, payment for medical errors, or payment for claims submitted in a manner contrary to this Agreement or applicable law and regulation. UCare may use random sample extrapolation, as described in Minnesota Rules 9505.2220, and other generally accepted statistical methods in calculating the amount of any correction or corrective adjustment.
- 6.8 Verification and Collection of Co-payments or Deductible. Participant must not deny Covered Services to an Enrollee receiving Medical Assistance or MinnesotaCare because of the Enrollee’s inability to pay the Co-payment pursuant to 42 C.F.R. § 447.53. However, Participant may choose not to provide Covered Services to Enrollees based upon an Enrollee’s history of bad debt. Participant must not deny services to the Enrollee upon his or her first visit to the provider, must give the Enrollee advance notice of the Participant’s debt policy, and must allow the Enrollee a reasonable opportunity to make payment.
- 6.9 Insurance Coordination and Subrogation. Participant shall make a good faith effort to secure information on the sources of third party coverage available to an Enrollee for whom Participant provides Covered Services, and shall forward such information to UCare. Participant agrees to coordinate benefits with other payers in accordance with industry and Medicare standards and procedures, and to submit copies of all bills coordinated with other payers to UCare upon UCare’s request. Participant shall cooperate with UCare in connection with UCare’s subrogation and coordination of benefits activities.

If UCare has primary financial responsibility for Covered Services, UCare shall pay Participant an amount determined in accordance with the payment terms of this Agreement without regard to payments to be made to Participant by such other payer. If UCare has

secondary financial responsibility for Covered Services, UCare shall pay Participant, after receipt by Participant of payment from the primary payer, an amount equal to the payment that UCare would have paid to Participant under the payment terms of this Agreement had UCare been the primary payer, less any amounts paid to Participant by the primary payer.

Without limiting the foregoing, with respect to Enrollees in state public health care programs, Participant must return any third party payments for Covered Services to UCare if Participant received such third party payment more than eight (8) months after the date the claim was adjudicated, or such other period as set forth in Minnesota law or regulation or the contracts between UCare and the State of Minnesota governing products under this Agreement, in order to enable UCare to return the payment to the State of Minnesota.

- 6.10 Risk Adjustment Data. With respect to UCare's Medicare Advantage plans and to the extent applicable to Covered Services provided by Participant, Participant shall cooperate with UCare to ensure compliance with 42 C.F.R. § 422.310 as amended from time to time, and, as a condition of payment by UCare for Covered Services, Participant shall submit complete and accurate risk adjustment data as required by CMS, including complete and accurate diagnosis codes on claims for payment. Such data shall be supported by Participant's medical records in accordance with CMS documentation standards. Participant shall timely submit medical records or other information requested by UCare, CMS or their subcontractors for the validation of risk adjustment data in accordance with 42 C.F.R. § 422.310(e). If UCare coordinates, provides or identifies training or education addressing the submission of risk adjustment data and related medical record support, Participant shall ensure that its practitioners and staff involved in recording diagnoses in medical records and submitting diagnoses codes in claims participate in such training or education as reasonably requested by UCare. If CMS seeks recovery of overpayments from UCare resulting from Participant's submission of diagnosis data which did not meet applicable CMS requirements or if a UCare audit identifies such data as non-compliant, the Parties agree that Participant shall pay UCare the penalty and that they shall work together to identify any additional amounts due to UCare from Participant based on the amount or proportion of Participant's data and medical records that CMS or UCare determined were non-compliant.
- 6.11 No Payment for Medical Errors. Participant shall not bill UCare for medical errors, or "never events," in accordance with CMS' Medicare coverage guidelines or Medicaid standards as they may be amended from time to time. Participant shall notify UCare if a medical error has occurred related to a claim that has been paid so that UCare can make the appropriate adjustment. UCare shall not reimburse Participant for medical errors, and shall follow CMS coverage guidelines in determining whether denial or recovery of payment is warranted.
- 6.12 Suspension of Payments. Except when UCare has good cause, as described below, UCare must suspend all state public health care program payments to Participant after the following:
- a) DHS has notified UCare that it has suspended all Medical Assistance, or Medicaid, payments to Participant based on a determination there is a credible allegation of fraud against Participant for which an investigation of payments made under the Medicaid program is pending; or
 - b) UCare determines there is a credible allegation of fraud against Participant for which an investigation is pending under a state public health care program.

The suspension of payments under this paragraph will be temporary and will not continue after

either of the following:

- a) DHS or UCare or the prosecuting authorities determine there is insufficient evidence of fraud by Participant and DHS or UCare has notified Participant of the lack of evidence; or
- b) Legal proceedings related to Participant's alleged fraud are completed.

UCare may find good cause exists not to suspend payments, not to continue a payment suspension previously imposed, or to suspend payment only in part if any of the provisions of 42 C.F.R. § 455.23(e) or (f) are applicable. For purposes of implementing a good cause exception under the provisions of 42 C.F.R. § 455.23(e) and (f), "UCare" determinations shall be substituted for "State" determinations.

For purposes of a payment suspension, "credible allegation of fraud" means an allegation which has been verified by DHS or another state or federal agency, or by UCare, from any source, and which has indicia of reliability. To effectuate the payment suspension, UCare may suspend participation of Participant in UCare's Network and restrict Enrollees' access to Participant's services. Suspension under this Section is not subject to Section 10.4 Dispute Resolution.

ARTICLE 7: QUALITY ASSURANCE AND UTILIZATION MANAGEMENT AND EVALUATION

- 7.1 Medical Review and Evaluation. Participant agrees to cooperate fully with, participate in, and abide by UCare's decisions concerning any reasonable programs, such as quality assurance review, utilization management, and peer review, that may be established from time to time by, at the direction of, or in cooperation with UCare to promote the provision of high quality Covered Services to Enrollees and to monitor and control the quality, utilization and cost of Covered Services rendered to Enrollees by Participant. Participant further agrees to cooperate, as may be reasonably requested by UCare, with any independent organization or entity contracted by UCare to provide quality review, utilization review, or quality improvement activities related to Covered Services provided under this Agreement. Participant shall make available to UCare all information pertaining to Enrollees reasonably requested by UCare in connection with each such review or program.
- 7.2 Reports and Data. Participant agrees to furnish UCare with any reports or data concerning the services provided by Participant to Enrollees as UCare may reasonably require and in such form as UCare shall reasonably designate. Such data and reports shall be accurate, provided at Participant's expense and by a date determined by UCare after consultation with Participant. Participant shall report to UCare credible information about Fraud, waste and Abuse related to services provided to Enrollees, as required by CMS and DHS. Participant acknowledges that Enrollees consent to such disclosures upon enrollment, and shall not require UCare to obtain additional consents and releases from Enrollees prior to providing such data and reports to UCare. The chief executive officer of Participant, the chief financial officer, or an individual delegated the authority to sign on behalf of one of these officers, shall certify from time to time, as requested by UCare, in accordance with 42 C.F.R. § 422.504(l)(3) that the encounter data and other data supplied by Participant (based on their best knowledge, information and belief) are accurate, complete and truthful.

- 7.3 Complaints, Appeals and Grievances. Participant shall cooperate with UCare's Enrollee complaint system and procedures as described in the Enrollee's Certificate of Coverage. Participant shall designate a person with appropriate authority to be responsible for cooperating with UCare in the handling and resolution of all complaints, appeals, and grievances. Participant shall adhere to the applicable state and federal appeals and expedited appeals procedures, including gathering and forwarding to UCare information regarding such appeals in accordance with the procedure described in the Provider Manual. Participant shall inform UCare of all material complaints, appeals, and grievances filed with Participant that are related to Participant's delivery of Covered Services. Participant shall cooperate with and participate in UCare's dispute resolution process, shall comply with UCare's requirements (as described in the Provider Manual) related to resolution of service denials or reductions, and shall assist UCare in resolving complaints, appeals, and grievances, as reasonably requested by UCare.
- 7.4 Medical Error Detection and Reduction. Participant shall develop and implement patient safety policies to systemically reduce medical errors. Such policies shall include systems for identifying and reporting errors and processes to discover and implement error-reducing technologies.
- 7.5 Review, Performance, and Service Improvement Programs. Participant shall be subject to and comply fully with all reasonable protocols established or modified from time to time by UCare with respect to the provision of Covered Services to Enrollees, including, without limitation:
- a) Protocols related to coverage policies, quality assurance, and utilization management;
 - b) Protocols and procedures as set forth in the Provider Manual or other protocols and procedures disseminated to Participant;
 - c) Protocols and procedures related to UCare's surveys of Participant's sites;
 - d) Protocols and procedures to identify assess and establish treatment plans for Enrollees who have complex or serious medical conditions; and
 - e) Protocols and procedures to use patient-centered decision-making tools designed to engage Enrollees early in the decision-making process.

In the event UCare modifies these programs following the Effective Date of this Agreement, UCare shall communicate such changes to Participant prior to their adoption and permit Participant thirty (30) days to comply with such additional or revised programs, unless a longer period of time is agreed upon by the Parties. Continued failure to comply with any protocol and/or procedure as set forth in this Agreement may result in loss of reimbursement to Participant and/or termination of the Agreement.

- 7.6 Performance Data. Participant agrees to allow UCare to use data regarding performance by Participant, including its practitioners, for purposes as permitted by law, including but not limited to quality improvement activities, public reporting to consumers, and designation as a preferred or tiered network.

ARTICLE 8: LICENSURE STATUS, CREDENTIALING, AND COMPLIANCE

- 8.1 Licensure Status. Participant agrees to ensure that its employed and contracted physicians, other Health Care Professionals, and facilities will maintain, without material restriction, all federal, state, and local licenses and permits required to provide Covered Services under this Agreement. Participant also agrees to notify UCare in writing within ten (10) days of any of the following:

- a) Anticipated or actual material change in the capability of its physicians, its Health Care Professionals, or facilities to provide Covered Services under this Agreement;
- b) Restriction, termination, stipulation, suspension, qualification, surrender, loss or limitation of licensure, certification, or medical staff privileges at any health care facility, or other disciplinary actions regarding the license;
- c) Disciplinary action, corrective action plan or investigation regarding any license, certification, or medical staff privileges at any health care facility; and
- d) Change in participation status with Medicare, Medicaid or any Minnesota state health care program of any Health Care Professional(s) providing services under this Agreement or employed by Participant.

Failure to notify UCare in a timely manner is a material breach of the terms of this Agreement.

8.2 Credentialing. Participant and its practitioners shall be subject to and comply with UCare's applicable credentialing requirements as specified in the Provider Manual. UCare shall furnish to Participant notice of any change or addition to the credentialing requirements, including the nature of any such changes or additions, prior to the effective date of such changes or additions.

8.2.1 As specified in UCare's credentialing requirements, Participant shall demonstrate to UCare upon UCare's request, at minimum, that:

- a) Each of its physicians has a current and unencumbered license to practice medicine in each state in which he or she practices;
- b) Each of its non-physician Health Care Professionals who must be credentialed (as described in the Provider Manual) is appropriately licensed, without restrictions, in each state in which he or she furnishes health care services;
- c) Its physicians have current and unencumbered Drug Enforcement Agency (DEA) numbers;
- d) It is not and will not during the term of this Agreement become a party to any exclusive agreement which, by its terms, precludes Participant from rendering Covered Services hereunder; and
- e) It and its physicians have never been convicted of fraud in regard to the United States Internal Revenue Service or any state tax agency.

8.2.2 If appropriate, Participant shall further demonstrate to the satisfaction of UCare that its physicians are certified to practice in their respective medical specialty by the appropriate medical specialty board or other nationally recognized organization, or are otherwise qualified to provide Covered Services pursuant to this Agreement.

8.2.3 A physician or other Health Care Professional employed by or under contract with Participant who is not yet credentialed by UCare, but who must be credentialed (as described in the Provider Manual), shall not provide services to Enrollees; however, this Agreement shall continue to be in effect for all physicians and other Health Care Professionals employed by or under contract with Participant who are and remain so credentialed.

8.3 Certification. Participant warrants that its contracted and employed providers are currently certified as providers under Title XVIII and Part A of Title XI of the Social Security Act

(Medicare), and certified in accordance with the regulations governing participation of providers in the Medical Assistance Program under Title XIX of the Social Security Act (Medicaid) and that it will endeavor to maintain said certifications during the term of this Agreement. In the event any action is taken against a provider to revoke or suspend such certification, Participant shall, immediately upon learning of such action or the possibility of such action, give notice to UCare. Pursuant to 42 C.F.R. § 422.204, Participating Providers that are “providers of services” under section 1861(u) of the Social Security Act must have a provider agreement with CMS permitting them to provide services under original Medicare.

8.4 Compliance with State and Federal Laws. Participant agrees to comply fully with all applicable state and federal statutes, rules, and regulations pertaining to the delivery of Covered Services, including but not limited to:

- a) Medicare laws, regulations, and CMS instructions, as well as UCare’s contractual obligations with CMS as applicable;
- b) DHS, Minnesota Department of Health (“MDH”), Minnesota Department of Commerce and other Minnesota state laws, rules, regulations and instructions;
- c) All state and federal laws applicable to entities which receive federal funds, including but not limited to the Stark Law set forth under 42 U.S.C. § 1395nn, and 42 C.F.R. § 411.350 through § 411.389, the federal Anti-Kickback Law set forth under 42 U.S.C. § 1320a-7b and related regulations, and the federal False Claims Act set forth under 42 U.S.C. § 3729 and related regulations;
- d) Applicable provisions of contracts between UCare and the State of Minnesota governing products under this Agreement which have been communicated to Participant; and
- e) All applicable laws and regulations promulgated under Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the Americans with Disabilities Act.

8.5 Oversight. Participant acknowledges that UCare oversees and is accountable to CMS for any functions and responsibilities described in the Medicare Advantage regulations, and shall cooperate with UCare’s oversight efforts. To the extent UCare delegates any functions, it shall comply with the Medicare Advantage delegation regulatory requirements, as amended from time to time. UCare shall only delegate activities or functions to Participant pursuant to a written delegation agreement in compliance with 42 C.F.R. § 422.504(i)(3) and (4).

8.6 Fraud, Waste and Abuse. With respect to UCare’s Medicare Advantage Plans, Participant shall cooperate with UCare in ensuring that CMS requirements for training on Medicare Fraud, waste and Abuse are met, including participating in any such training coordinated or designated by UCare. Participant hereby attests and acknowledges that it has a compliance program which addresses Medicare Fraud, waste and Abuse (including the federal laws described in Section 8.4(b) above) and includes training of employees and of contractors as appropriate. Participant shall document that training on Medicare Fraud, waste and Abuse has occurred in accordance with this section, and provide UCare evidence of such training upon UCare’s request.

8.7 Physician Incentive Arrangements. Participant agrees that for Covered Services provided under this Agreement it does not, and will not without the prior written consent of UCare, enter into contracted relationships with any physician or “physician group,” as that term is defined in 42 C.F.R. § 422.208, or any intermediate entity that contracts with any physician or physician group, which places physicians at “substantial financial risk,” as that term is defined in 42

C.F.R. § 422.208, for services Participant does not furnish.

- 8.8 Exclusion from Federal Health Care Programs. Participant agrees that it shall monitor the list of individuals and entities excluded from participating in the Medicare and Medicaid programs which is maintained by the HHS-OIG, and ensure that it does not employ or contract with individuals or entities which Participant knows or should know are or become excluded from participation in federal health care programs under § 1128 or § 1128A of the Social Security Act. If any contracted provider, subcontractor, employee or owner becomes excluded, Participant shall take corrective action and make a report to UCare within 24 hours of learning of the exclusion. Participant agrees to not employ or contract with any entity or individual who is excluded, subsequently becomes excluded, or, to the best of Participant's knowledge, is in the process of becoming excluded, from participation in any federal health care benefit or government procurement program, including but not limited to federal health care programs under § 1128 or § 1128A of the Social Security Act. Participant agrees not to employ any individual who has been convicted of a criminal offense related to their involvement in Medicaid, Medicare, or social service programs under Title XX of the Social Security Act or who is listed on the Office of Foreign Assets Control Specially Designated Nationals List.

Participant agrees to search monthly the OIG List of Excluded Individuals Entities (LEIE), the Excluded Parties List System (EPLS, within the HHS System for Awards Management) database, the Office of Foreign Assets Control Specially Designated Nationals List, and the Minnesota Department of Human Services Excluded Providers List to determine the status of any person with an ownership or control interest and all officers, directors, employees, contractors and Subcontractors of Participant. If the exclusion databases indicate an individual or entity described above is excluded, Participant shall immediately inform UCare and ensure that such individual or entity is not providing Services under this Agreement. Participant shall report to UCare immediately any information that Participant knows or should know regarding individuals or entities specified above or who have been convicted of a criminal offense related to their involvement with any federal program or who have been excluded from participation in Medicare or Medicaid under § 1128 or § 1128A of the Social Security Act or from participation in Minnesota state health care programs or who otherwise appear on the above-referenced lists. Participant shall immediately inform UCare in the event that Participant is sanctioned by a state or federal agency in connection with participation in any such program or in the event of a change in its participation status.

- 8.9 Lobbying Disclosure. Participant certifies that federally appropriated funds are not and have not been expended by or on behalf of Participant to pay for any person for influencing or attempting to influence an officer or employee of any federal agency or any member or employee of the U.S. Congress in connection with the awarding of a federal contract, grant, loan, or cooperative agreement, or the renewal or modification thereof. If funds other than federally appropriated funds have been or will be paid for any activity described by the preceding sentence, Participant shall complete and submit the Standard Form LLL "Disclosure of Lobbying Activities" in accordance with its instructions.
- 8.10 Attestation of Compliance with CMS Requirements for "Downstream" Contracts. If Participant subcontracts with providers and entities ("Subcontractors") to provide services to Medicare Advantage Plan Enrollees, such subcontracts must contain provisions that are consistent with the below CMS requirements. Participant shall provide UCare with copies of the subcontracts

upon UCare's request, to confirm compliance, as follows:

- a) Subcontractor agrees to safeguard an Enrollee's privacy and confidentiality, consistent with all State and Federal laws (including requirements from UCare necessary for compliance), and to assure the accuracy of an Enrollee's medical, health and enrollment information; and records, as applicable;
- b) Subcontractor shall hold Enrollees harmless for payment of fees that are the legal obligation of UCare. In addition, provided this Agreement has not been terminated, Subcontractor shall continue to provide any Medicare Advantage Enrollee with Covered Services through the duration of the contract period for which CMS premium payment has been made to UCare. Furthermore, in the event an Enrollee is hospitalized on the date of termination of UCare's contract with CMS or in the event of UCare's insolvency, Subcontractor shall continue to provide the Enrollee Covered Services until the Enrollee is discharged;
- c) Subcontractor agrees to maintain records pertaining to Covered Services provided under the agreement for a period of at least ten (10) years following provision of services, and agrees to allow the U.S. Department of Health and Human Services, the Comptroller General, or their designees the right to audit, evaluate, and inspect any books, contracts, and records, including medical records, of the Subcontractor involving any transactions related to CMS' contract(s) with UCare for Medicare Advantage plans including special needs plans, during the Agreement and for a period of ten (10) years following its termination or from the date of completion of any audit, whichever is later;
- d) Subcontractor acknowledges that UCare oversees and is accountable to CMS for any functions and responsibilities described in Medicare Advantage regulations, and Subcontractor agrees to comply with Medicare laws, regulations, and CMS instructions, as well as provide services consistent with and comply with UCare's contractual obligations with CMS;
- e) Subcontractor shall comply with all protocols and procedures established or modified from time to time by UCare with respect to Covered Services provided to Enrollees, including but not limited to the UCare Provider Manual;
- f) Any function delegated by UCare to Participant under this Agreement that is further delegated by Subcontractor to another person or entity must be pursuant to a written agreement that complies with 42 C.F.R. § 422.504(i)(4); and
- g) Subcontractor acknowledges that UCare or its Agent agrees to make reimbursement within thirty (30) days after receipt of a Clean Claim, using any forms approved by UCare.

8.11 Ownership Disclosures. Participant shall disclose to UCare ownership information in accordance with 42 C.F.R. § 455.104 and as required by DHS, and in a manner and frequency as required by UCare.

ARTICLE 9: INSURANCE AND INDEMNIFICATION

9.1 Participant Insurance. Participant shall procure and maintain throughout the term of this Agreement, at Participant's sole cost and expense:

- a) policies of professional liability insurance as shall be necessary to insure Participant's obligations herein, in an amount not less than the state statutory maximum liability limits;

and

- b) policies of general liability and other insurance as shall be necessary to insure Participant's obligations which are not less than the state statutory maximum liability limits.

9.2 UCare Insurance. UCare agrees to procure and maintain throughout the term of this Agreement, at UCare's sole cost and expense, policies of general liability and professional liability insurance. UCare shall provide to Participant within ten days of Participant's request evidence of initial and continued compliance with the provisions of this section.

9.3 Participant Hold Harmless. Participant shall indemnify, defend and hold UCare harmless from any claims, liabilities, losses, demands, costs and expenses of any kind, including reasonable attorney's fees, regulatory penalties, and payment recoveries by government agencies, which UCare may hereafter incur, sustain or be required to pay by reason of any negligent act or omission, breach of this Agreement, or any intentional misconduct of Participant or of any servant, agent, physician or employee of Participant. This section is not, as to UCare or as to any third party, a waiver of any defense or immunity otherwise available to Participant and Participant shall, under all circumstances, remain able to raise and such defense or immunity, including, but not limited to, the tort liability limits for municipalities under Minnesota Statutes Chapter 466, in any action or claim relating to services provided by Participant under this agreement.

9.4 UCare Hold Harmless. UCare shall indemnify, defend and hold Participant harmless from any third-party claims, liabilities, losses, demands and costs and expenses of any kind, including reasonable attorney's fees, regulatory penalties, and payment recoveries, which Participant may hereafter incur, sustain or be required to pay by reason of any negligent act or omission, breach of this Agreement, violation of third-party intellectual property rights, violation of any applicable law or regulation, or any intentional misconduct of UCare.

ARTICLE 10: TERM AND TERMINATION

10.1 Term. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.

10.2 Termination. This Agreement may be terminated by the mutual agreement of the Parties or as follows:

10.2.1 Termination by UCare Upon Event of Default. This Agreement may be terminated by UCare upon written notice to Participant, with such termination effective as described in this section, upon the occurrence of an Event of Default by Participant hereunder. Each of the following shall constitute an Event of Default by Participant and termination may occur as follows:

- a) Effective immediately, upon Participant's suspension or exclusion from participation in federal or state health care programs;
- b) Effective immediately, upon a determination by UCare that the health, safety, or welfare of one or more Enrollees is in immediate jeopardy if the Agreement is continued;
- c) Effective immediately, upon any material impairment of Participant's ability to perform under this Agreement;

- d) Effective immediately, if Participant fails to comply with any term of Article 8 (Licensure Status, Credentialing, and Compliance), fails to maintain an insurance program as described in Section 9.1 (Participant Insurance) or fails to make required ownership disclosures as described in Section 8.11 (Ownership Disclosures);
- e) Effective immediately, if Participant fails to comply with any federal or state law;
- f) Effective immediately, if Participant becomes insolvent, is adjudicated as bankrupt or has a receiver appointed or makes a general assignment for the benefit of creditors;
- g) Effective immediately, upon a determination by UCare based on reliable evidence that Participant has made any untrue statements of material fact or any intentional misrepresentation of any fact, whether or not material, in any claim for payment, or any application form, survey, questionnaire or statement provided to UCare;
- h) Effective immediately, upon a reasonable belief by UCare that Participant is engaged in Fraud or Abuse with regard to the provision of Covered Services under this Agreement. This reasonable belief may be, but is not required to be, based upon the finding of a state or federal government agency, the Medicaid Fraud Control Unit, a court of law, or other legal entity that Participant is or has been engaged in Fraud or Abuse with regard to Covered Services provided under this Agreement or similar services;
- i) Effective no less than thirty (30) days following notice, if a change occurs in Participant's affiliations, staff privileges, or specialty status in such a way as to substantially limit Participant's range of services or access to participating hospitals;
- j) Effective no less than thirty (30) days following notice, if one or more of Participant's Health Care Professionals is (i) suspended or excluded from the federal or state health care programs, (ii) indicted or convicted for a felony or any criminal charge relating to the practice of medicine or to providing health care services, or (iii) the subject of disciplinary action by an applicable board, another health plan or a hospital (including any limitations on the Health Care Professional's license, participation status or staff privileges), provided that UCare may, in addition to or in lieu of terminating this Agreement, terminate such Health Care Professional's authority to provide Covered Services under this Agreement, effective immediately upon notice thereof; or
- k) Effective on the timelines set forth above, if UCare's participation or services agreement with any entity related to Participant (defined as an entity sharing a managing employee, owner, officer or director with Participant) is subject to contract termination by UCare on any of the above bases or for breach in accordance with Section 10.2.3 below.

10.2.2 Termination by Participant upon Event of Default. This Agreement may be terminated by Participant immediately upon written notice to UCare upon the occurrence of an Event of Default by UCare hereunder. Each of the following shall constitute an Event of Default by UCare:

- a) Revocation of any certification or license of UCare necessary for performance of this Agreement; or
- b) UCare becomes insolvent, is adjudicated as bankrupt or has a receiver appointed or makes a general assignment for the benefit of creditors.

10.2.3 Breach. Except as otherwise permitted upon an Event of Default as defined above,

either Party shall have the right to terminate this Agreement in the event of the other Party's material breach of a provision of this Agreement or the terms of the Provider Manual, which are incorporated herein by reference, in accordance with this section. The Party alleging the breach shall provide the other Party with detailed notice of the alleged breach and of its intent to terminate the Agreement in the event the breach is not cured within a specified reasonable time period, which shall not be less than thirty (30) days. In the event that the breach is not cured within such time frame, then this Agreement shall terminate as provided in the notice provided by the terminating Party. The non-breaching Party may terminate this Agreement immediately upon written notice, without providing the breaching Party an opportunity to cure the material breach, if the material breach is of the same type as described in a prior written notice sent, pursuant to this section and within the twelve (12) months prior to the current breach, by the non-breaching Party to the breaching Party regarding a breach that was previously cured.

10.2.4 Termination Without Cause. This Agreement may be terminated by UCare or Participant, without cause in accordance with this paragraph, by providing the other Party with written notice of its intent to terminate. Such notice must specify the termination date. The termination date must be the last day of a month and must be a date that is at least one hundred twenty-five (125) days after written notice is given. Unless otherwise terminated pursuant to this Section 10.2, such termination shall be effective only on the termination date.

10.2.5 Termination of Subcontracts. In the event Participant has subcontracted with other providers or entities to provide Covered Services under this Agreement, any termination of this Agreement shall also apply to those providers or entities for Covered Services provided under this Agreement.

10.3 Rights and Obligations. The rights and obligations of each Party to this Agreement shall continue through the termination date hereof. Each Party will remain liable for any obligations or liabilities arising from activities undertaken prior to the effective date of termination. Upon notice of termination of this Agreement, UCare and Participant each shall have the right to give notice of that termination to Enrollees. UCare and Participant each shall cooperate with the other in providing such notification and Participant shall cooperate with UCare in transferring to other Participating Providers all Enrollees then under Participant's care, effective no later than the termination of this Agreement. In certain cases, Participant may be required to continue providing Covered Services to Enrollees for up to one hundred twenty (120) days, in accordance with applicable law, or for a longer period of time, in accordance with Minnesota Statutes§ 62Q.56, subd. 1(a). For such continued care, UCare shall compensate Participant under the terms of this Agreement with respect to otherwise Covered Services rendered by Participant to the Enrollee.

10.4 Dispute Resolution. Any dispute arising out of or related to this Agreement shall be settled in accordance with this section. Nothing in this section shall prohibit a Party from terminating this Agreement pursuant to its terms.

10.4.1 If any dispute develops that is subject to UCare's credentialing plan, policies and procedures, it will be handled in accordance with UCare's credentialing plan, policies

and procedures. If any other dispute develops between the Parties relating to this Agreement, the Parties will meet and negotiate in good faith in an attempt to resolve it and will follow the dispute resolution processes outlined below.

10.4.2 The Party wishing to initiate a dispute shall notify the other Party of the existence of a dispute by sending a written notice detailing the nature of the dispute in accordance with the terms of this Agreement. If such dispute remains unresolved thirty (30) days after one Party sent written notice of the dispute to the other Party, then, at the election of UCare, the dispute shall be submitted to mediation. The mediation shall be conducted by one mediator who shall be selected jointly by the Parties within ten (10) days after notice of either Party's request for mediation. The mediation shall be non-binding and shall commence promptly, but in any case within thirty (30) days after selection of the mediator. Each Party shall bear its own costs associated with the mediation, but the costs of the mediator and related expenses (meeting room costs, etc.) shall be shared equally.

10.4.3 In the event the mediator declares that the Parties are at an impasse or not all disputes are resolved or UCare elects not to pursue mediation, then the remaining dispute(s) shall be submitted to binding arbitration. Binding arbitration will be in lieu of litigation, except as permitted below. In no event may arbitration be initiated more than one (1) year after the sending of written notice of the dispute to the other Party. Any arbitration proceeding under this Agreement will be conducted in Hennepin County, Minnesota, in accordance with the then-current commercial rules of the American Arbitration Association.

10.4.4 If the amount in dispute is less than one million dollars or the dispute does not involve monetary damages, the Parties shall mutually select a qualified arbitrator. If the Parties cannot agree on an arbitrator in a reasonable time, not to exceed fourteen (14) days following the mediator's declaration of impasse or UCare's election not to pursue mediation, each Party will promptly select an arbitrator and the two (2) arbitrators so selected will promptly meet to select, by mutual agreement between them, a third arbitrator. The third arbitrator shall serve as the sole arbitrator of the dispute unless the Parties mutually decide otherwise.

If the amount in dispute is equal to or greater than one million dollars, each Party will promptly select a qualified arbitrator and the two (2) arbitrators so selected will promptly meet to select, by mutual agreement between them, a third arbitrator. The three (3) arbitrators shall resolve the dispute as a panel.

10.4.5 The arbitrator will have no authority to award any extra-contractual, punitive or exemplary damages or to vary or ignore the terms of this Agreement, and will be bound by controlling law. Findings of fact and conclusions of law will accompany the arbitration award.

10.4.6 Nothing in this section will limit a Party from bringing an action in any court of competent jurisdiction for injunctive or other equitable relief as a Party deems necessary or appropriate to stop the conduct or threatened conduct of the other Party. In addition, if a Party to this Agreement is named as a defendant in a

third-party lawsuit, claims for contribution or indemnification against the other Party hereto may be brought in the third-party litigation.

ARTICLE 11: MISCELLANEOUS

11.1 Notice. All notices, communications, payments, and other documents required or permitted hereunder shall be in writing. Such notices shall be given: (i) by delivery in person; (ii) by courier service; (iii) by first class, registered or certified mail, postage prepaid; (iv) by facsimile; or (v) by electronic mail addressed to the recipient at the address shown in the signature block to this Agreement, or to such other addresses as may be provided by either Party to the other.

Notices given shall be effective upon (i) receipt by the Party to which notice is given, or (ii) three (3) days following mailing, whichever occurs first.

11.2 Relationship of Parties. The relationship between the Parties hereto is that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employee or representative of the other. Further, this Agreement shall not be construed to create a partnership, joint venture or like relationship between the Parties hereto.

11.3 Advertisement. Participant agrees that UCare may list Participant's name, address, telephone number, website, specialty or other area of concentration, and other publicly available information such as special services offered by Participant in such listings, directories, brochures and other writings as may be determined by UCare. Except as otherwise described herein or required by applicable law, Participant shall not use UCare's name, symbol or service mark without prior written approval.

11.4 Amendment. This Agreement may be amended by UCare by providing written notice to Participant specifying the effective date, in accordance with and subject to the limitations of this section, for purposes of bringing this Agreement into compliance with a federal or state law, rule, regulation, or agency mandate. Such amendment shall become effective on the effective date or the compliance date (if later) of the law, regulation, or agency mandate that gave rise to the need to amend this Agreement for purposes of conforming to such requirement. Except as otherwise provided herein, any other amendments or modifications to this Agreement must be mutually agreed to by the Parties, in writing, and signed by both Parties.

11.5 Governing Law. This Agreement is made and entered into in the State of Minnesota and shall be governed in all respects by the laws of the State of Minnesota. Any litigation related to this Agreement shall be venued in Minnesota.

11.6 Benefit and Assignment. Participant's rights, duties, obligations and undertakings under this Agreement are binding upon Participant and are not assignable in whole or in part without the prior written approval of UCare, which consent shall not be unreasonably withheld. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Assignments subject to this limitation shall include

assignment to an entity affiliated with Participant, and assignments by Participant to a successor in interest as a result of a merger, acquisition, or reorganization or sale of substantially all of Participant's assets. Any attempted assignment without UCare's consent shall be void. Upon receiving a written request to consent to an assignment, UCare may terminate this Agreement after at least thirty (30) days' prior written notice to Participant. UCare shall have the absolute right, in its sole discretion, to assign all or any of its rights and obligations hereunder to an entity that controls or is controlled by UCare, or to add another affiliate of UCare as an additional party to this Agreement.

- 11.7 Entire Agreement. Except as otherwise expressly provided herein, this Agreement embodies the entire agreement between UCare and Participant concerning the subject matter of this Agreement and supersedes all other previous oral or written agreements concerning all or any part of the subject matter of this Agreement.
- 11.8 Severability. If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law, that part shall be deleted and the other parts of this Agreement shall remain fully effective.
- 11.9 Survival. Any section of this Agreement that by its terms contemplates or requires continuing effect following termination of this Agreement shall survive such termination. Specifically, and without limitation, Article 5 (Confidentiality and Records), Section 6.2 (Enrollee Protection Provisions), Article 9 (Insurance and Indemnification), Section 10.3 (Rights and Obligations), Section 10.4 (Dispute Resolution) and Section 11.5 (Governing Law) shall survive termination of this Agreement.
- 11.10 Approvals of this Agreement. The effectiveness of this Agreement is subject to the approval of this Agreement by the Minnesota Department of Health.
- 11.11 Waiver. The failure of any Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any Party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the Party against whom the waiver is being enforced. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
- 11.12 Compliance with Laws. Participant agrees to comply with (1) all applicable Medicare and Medicaid laws and regulations, and applicable CMS instructions, (2) all applicable Minnesota laws, regulations and guidance applicable to Minnesota state health care programs; (3) the applicable provisions of the contracts between UCare and DHS, CMS, and MNsure, which are hereby incorporated by reference; (4) all state and federal laws applicable to entities which receive federal funds; (5) provisions of Minnesota law applicable to the commercial products offered by UCare, including but not limited to Minnesota Statutes chapter 62V; and (6) all applicable state and federal laws, regulations and Executive Orders regarding prohibited discrimination, including Title VI of the Civil Rights Act, the Age Discrimination Act, and the Americans with Disabilities Act.

11.13 DHS-Required Language. In the event the Medicare contract between CMS and UCare is terminated or non-renewed, the contract between DHS and UCare shall be terminated unless CMS and DHS agree to the contrary. Such termination shall be carried out in accordance with the termination requirement stated in 42 C.F.R. §422.506 and §422.512.

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed on its behalf by its duly authorized representative as of the Effective Date.

UCare Minnesota
P.O. Box 52
500 Stinson Blvd., N.E.
Minneapolis, MN 55440-8551

McLeod Social Service Center dba McLeod
County Social Services
1805 Ford Ave N
Suite 100
Glencoe, MN 55336

Mark Traynor
Senior Vice President of Provider Relations
and Chief Legal Officer

prcontractadmin@ucare.org

Signature

Printed Name:_____

Title_____

Email: _____

Date

Date

EXHIBIT A
to the
COUNTY PARTICIPATION AGREEMENT

PRODUCTS COVERED UNDER THIS AGREEMENT

- Minnesota Health Care Programs products, including but not limited to:
 - Medical Assistance
 - MinnesotaCare (including any program funded by the Basic Health Program)
 - Minnesota Senior Care Plus (MSC+), non-dually eligible
 - Minnesota Special Needs Basic Care, non-dually eligible
- Dual Eligibles, including but not limited to:
 - Minnesota Senior Health Options (MSHO)
 - Minnesota Senior Care Plus (MSC+), dually eligible (MHCP portion only)
 - Minnesota Special Needs Basic Care, dually eligible, non-integrated (MHCP portion only)
 - Minnesota Special Needs Basic Care, dually eligible, integrated
- Medicare Products, including but not limited to:
 - Medicare Advantage products / *UCare for Seniors*
 - Medicare Select / *UCare SeniorSelect*

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EXHIBIT B
to the
COUNTY PARTICIPATION AGREEMENT

SERVICES PROVIDED UNDER THIS AGREEMENT

Chemical Dependency Services

Mental Health Services

- Targeted Case Management Services

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EXHIBIT C
to the
COUNTY PARTICIPATION AGREEMENT

SITE LISTING

Practice Name and Address	Fed ID / NPI	Billing Name and Address
McLeod Social Service Center dba McLeod County Social Services 1805 Ford Ave N Suite 100 Glencoe, MN 55336 Phone: 320-864-1431 Practice County: McLeod	Tax ID #: 41-6005841 UMPI #: A000047700	McLeod Social Service Center dba McLeod County Social Services 1805 Ford Ave N Suite 100 Glencoe, MN 55336

EXHIBIT D1
to the
COUNTY PARTICIPATION AGREEMENT

REIMBURSEMENT SCHEDULE

MENTAL HEALTH SERVICES

Reimbursement for Covered Services provided to UCare Programs Enrollees. UCare shall reimburse Participant for Covered Services provided to Enrollees according to the following schedules, less any applicable Copayments, Coinsurance, and Deductibles, unless the billed charge is less than the amount identified in the schedule, in which case UCare will pay the billed charge. If there is no rate in the Payment Methodology/ Reimbursement fee schedule, then UCare will pay based on the rates in Default 1 and if there is no rate available in the Default 1 fee schedule, payment will revert to the payment rates in Default 2 and finally, if there is no rate available in Default 2, payment will revert to the payment rates in Default 3. Referenced fee schedules are those in effect at the time of the service. Claims are paid in accordance with UCare’s payment policies and procedures.

Payment Provisions Intent. The Parties acknowledge and agree that the intent of Exhibit D is to reflect increases and decreases in managed care premium rates to UCare from CMS and the Minnesota Department of Human Services (“DHS”), regardless of the specific mechanism used by DHS or CMS to implement the change. Accordingly, unless UCare otherwise notifies Participant in writing, UCare will not apply a change in the reimbursement to Participant if: (a) DHS or CMS does not reflect the value of the fee-for-service change in managed care premium rates to UCare, or (b) the legislation otherwise specifically exempts health plans from applying the change to their payments to providers.

Products:

Non-Dually Eligible:

- Medical Assistance
- MinnesotaCare
- Minnesota Senior Care Plus (MSC+)
- Minnesota Special Needs Basic Care

Payment Methodology / Reimbursement	Default – 1	Default – 2	Default – 3
ACT, IRTS, ARMHS, TCM, CRT, CTSS or DBT services rendered by state approved providers only: 100% of the Minnesota Medical Assistance posted rate or contracted county host rate.	Not Applicable	Not Applicable	Not Applicable
All Other Services: 110% of the UCare MHCP fee schedule	100% of the UCare Medicare fee schedule	100% of the UCare Standard fee schedule	50% of billed charges

Products:

Dually Eligible:

- Minnesota Senior Care Plus (MSC+)
- Minnesota Special Needs Basic Care , dually eligible, non-integrated

Payment Methodology / Reimbursement	Default – 1	Default – 2	Default – 3
ACT, IRTS, ARMHS, TCM, CRT, CTSS or DBT services rendered by state approved providers only: 100% of the Minnesota Medical Assistance posted rate or contracted county host rate.	Not Applicable	Not Applicable	Not Applicable
All Other Services: In accordance with Minnesota Statutes, Section 256B.0635, Subdivision 57, UCare shall reimburse Participant for practitioner services up to the UCare MHCP fee schedule allowable rate where a Medicare coinsurance and/or deductible has been applied. UCare payment will be the difference between the Medicare payment and the UCare MHCP calculated allowable rate where the difference is greater than zero. If the difference is less than or equal to zero, the UCare payment will be zero. For services not in accordance with Minnesota Statutes, Section 256B.0635, Subdivision 57, UCare shall reimburse Participant for practitioner services up to 110% of the UCare MHCP fee schedule.	100% of the UCare Standard fee schedule	50% of billed charges	Not Applicable

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Product:

- Minnesota Senior Health Options (MSHO)

Payment Methodology / Reimbursement	Default – 1	Default – 2	Default – 3
ACT, IRTS, ARMHS, TCM, CRT, CTSS or DBT services rendered by state approved providers only: 100% of the Minnesota Medical Assistance posted rate or contracted county host rate.	Not Applicable	Not Applicable	Not Applicable
All Other Services: 105% of the UCare MSHO fee schedule	100% of the UCare Standard fee schedule	50% of billed charges	Not Applicable

Product:

- Special Needs Basic Care, dually eligible, integrated

Payment Methodology / Reimbursement	Default – 1	Default – 2	Default – 3
ACT, IRTS, ARMHS, TCM, CRT, CTSS or DBT services rendered by state approved providers only: 100% of the Minnesota Medical Assistance posted rate or contracted county host rate.	Not Applicable	Not Applicable	Not Applicable
All Other Services: 105% of the UCare SNBC fee schedule	100% of the UCare Standard fee schedule	50% of billed charges	Not Applicable

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Product:

- Medicare Advantage (*UCare for Seniors*)

Payment Methodology / Reimbursement	Default – 1	Default – 2	Default – 3
105% of the UCare Medicare fee schedule	100 % of the UCare Standard fee schedule	50% of billed charges	Not Applicable

Product:

- Medicare Select

Payment Methodology / Reimbursement	Default – 1	Default – 2	Default – 3
Subsequent to the Medicare Fiscal Intermediary's payment; 100% of the Enrollee's Copayments, Coinsurance, and Deductibles.	UCare shall reimburse Participant for Covered Services listed in the Certificate of Coverage which are not eligible for coverage by fee-for-service Medicare at the UCare Standard fee schedule	Not Applicable	Not Applicable

UCare Minnesota Health Care Programs (MHCP) fee schedule. The UCare MHCP fee schedule is based on the State of Minnesota Health Care Programs fee schedule; however, the fee schedule will be updated according to the schedule published in the UCare Provider Manual.

UCare Minnesota Senior Health Options (MSHO) fee schedule. The UCare MSHO fee schedule is based upon Minnesota Statutes, Section 256B.0635, Subdivision 57. The UCare MSHO Physician fee schedule is established using 80% of the Minnesota Medicare fee schedule, or the Medicaid fee schedule, whichever is the greater of the two. The UCare MSHO fee schedule will be updated according to the schedule published in the UCare Provider Manual.

UCare Medicare fee schedule. The UCare Medicare fee schedule is based on the Centers for Medicare and Medicaid (CMS) professional fee schedule; however, the fee schedule will be updated according to the schedule published in the UCare Provider Manual.

UCare Standard fee schedule. The UCare Standard fee schedule is a fee schedule developed by UCare. The UCare Standard fee schedule will be updated according to the schedule published in the UCare Provider Manual.

UCare Special Needs Basic Care (SNBC) fee schedule. The UCare SNBC fee schedule is based upon Minnesota Statutes, Section 256B.0635, Subdivision 57. The UCare SNBC fee schedule is established using 80% of the UCare Medicare fee schedule, or the UCare MHCP fee schedule, whichever is the greater of the two. The UCare SNBC fee schedule will be updated according to the schedule published in the UCare Provider Manual.

CHEMICAL DEPENDENCY HEALTH SERVICES

Reimbursement for Covered Services provided to UCare Programs Enrollees. UCare shall reimburse Participant for Covered Services provided to Enrollees according to the following schedules, less any applicable Copayments, Coinsurance, and Deductibles, unless the billed charge is less than the amount identified in the schedule, in which case UCare will pay the billed charge. If there is no rate in the Payment Methodology/ Reimbursement fee schedule, then UCare will pay based on the rates in Default 1 and if there is no rate available in the Default 1 fee schedule, payment will revert to the payment rates in Default 3 and finally, if there is no rate available in Default 3, payment will revert to the payment rates in Default 3. Referenced fee schedules are those in effect at the time of the service. Claims are paid in accordance with UCare's payment policies and procedures.

Payment Provisions Intent. The Parties acknowledge and agree that the intent of Exhibit D is to reflect increases and decreases in managed care premium rates to UCare from CMS and the Minnesota Department of Human Services ("DHS"), regardless of the specific mechanism used by DHS or CMS to implement the change. Accordingly, unless UCare otherwise notifies Participant in writing, UCare will not apply a change in the reimbursement to Participant if: (a) DHS or CMS does not reflect the value of the fee-for-service change in managed care premium rates to UCare, or (b) the legislation otherwise specifically exempts health plans from applying the change to their payments to providers.

Products:

Non-Dually Eligible:

- Medical Assistance
- MinnesotaCare
- Minnesota Senior Care Plus (MSC+)
- Minnesota Special Needs Basic Care

Payment Methodology / Reimbursement	Default – 1	Default – 2	Default – 3
CCDTF Services: 100% of the posted CCDTF rates	Not Applicable	Not Applicable	Not Applicable
All Other Services: 110% of the UCare MHCP fee schedule	100% of the UCare Medicare fee schedule	100% of the UCare Standard fee schedule	50% of billed charges

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Products:

Dually Eligible:

- Minnesota Senior Care Plus (MSC+)
- Minnesota Special Needs Basic Care , dually eligible, non-integrated

Payment Methodology / Reimbursement	Default – 1	Default – 2	Default – 3
CCDTF Services: 100% of the posted CCDTF rates	Not Applicable	Not Applicable	Not Applicable
All Other Services: In accordance with Minnesota Statutes, Section 256B.0635, Subdivision 57, UCare shall reimburse Participant for practitioner services up to the UCare MHCP fee schedule allowable rate where a Medicare coinsurance and/or deductible has been applied. UCare payment will be the difference between the Medicare payment and the UCare MHCP calculated allowable rate where the difference is greater than zero. If the difference is less than or equal to zero, the UCare payment will be zero. For services not in accordance with Minnesota Statutes, Section 256B.0635, Subdivision 57, UCare shall reimburse Participant for practitioner services up to 110% of the UCare MHCP fee schedule.	100% of the UCare Standard fee schedule	50% of billed charges	Not Applicable

Product:

- Minnesota Senior Health Options (MSHO)

Payment Methodology / Reimbursement	Default – 1	Default – 2	Default – 3
CCDTF Services: 100% of the posted CCDTF rates	Not Applicable	Not Applicable	Not Applicable
All Other Services: 105% of the UCare MSHO fee schedule	100% of the UCare Standard fee schedule	50% of billed charges	Not Applicable

Product:

- Minnesota Special Needs Basic Care, dually eligible, integrated

Payment Methodology / Reimbursement	Default – 1	Default – 2	Default – 3
CCDTF Services: 100% of the posted CCDTF rates	Not Applicable	Not Applicable	Not Applicable
All Other Services: 105% of the UCare SNBC fee schedule	100% of the UCare Standard fee schedule	50% of billed charges	Not Applicable

Products:

- Medicare Advantage (*UCare for Seniors*)

Payment Methodology / Reimbursement	Default – 1	Default – 2	Default – 3
105% of the UCare Medicare fee schedule	100 % of the UCare Standard fee schedule	50% of billed charges	Not Applicable

Product:

- Medicare Select

Payment Methodology / Reimbursement	Default – 1	Default – 2	Default – 3
Subsequent to the Medicare Fiscal Intermediary's payment; 100% of the Enrollee's Copayments, Coinsurance, and Deductibles.	UCare shall reimburse Participant for Covered Services listed in the Certificate of Coverage which are not eligible for coverage by fee-for-service Medicare at the UCare Standard fee schedule	Not Applicable	Not Applicable

UCare Minnesota Health Care Programs (MHCP) fee schedule. The UCare MHCP fee schedule is based on the State of Minnesota Health Care Programs fee schedule; however, the fee schedule will be updated according to the schedule published in the UCare Provider Manual.

UCare Minnesota Senior Health Options (MSHO) fee schedule. The UCare MSHO fee schedule is based upon Minnesota Statutes, Section 256B.0635, Subdivision 57. The UCare MSHO Physician fee schedule is established using 80% of the Minnesota Medicare fee schedule, or the Medicaid fee schedule, whichever is the greater of the two. The UCare MSHO fee schedule will be updated according to the schedule published in the UCare Provider Manual.

UCare Medicare fee schedule. The UCare Medicare fee schedule is based on the Centers for Medicare and Medicaid (CMS) professional fee schedule; however, the fee schedule will be updated according to the schedule published in the UCare Provider Manual.

UCare Standard fee schedule. The UCare Standard fee schedule is a fee schedule developed by UCare. The fee schedule will be updated according to the schedule published in the UCare Provider Manual.

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QUALIFIED HEALTH PLAN ADDENDUM

**to the
Participation Agreement
between
UCARE
and**

MCLEOD SOCIAL SERVICE CENTER DBA MCLEOD COUNTY SOCIAL SERVICES

The County Participation Agreement (“Participation Agreement”), by and between UCare Minnesota, including its affiliates such as UCare Health, Inc. (formerly UCare Wisconsin, Inc.) (collectively, “UCare”) and **McLeod Social Service Center dba McLeod County Social Services**, including any affiliated or contracted clinics, facilities, and individual practitioners providing services hereunder, (collectively, “Participant”), is amended by this Qualified Health Plan Addendum (“Addendum”), effective May 1, 2017 (“Effective Date”).

In consideration of mutual promises, rights and obligations contained herein, UCare and Participant hereby agree to the following.

1. **Intent of Parties.** The intent of the parties by their execution of this Addendum is to add Qualified Health Plans to the products or plans for which Participant provides Covered Services pursuant to the Participation Agreement.
2. **Definitions.** For purposes of this Addendum, the following definitions apply.
 - a. “Qualified Health Plan” or “QHP” means a health plan as defined in 42 U.S.C. § 18021(a), as may be amended from time to time, which is issued or offered by UCare.
 - b. “Covered Services” means those medical, surgical, hospital, and other health care services designated as covered by the terms of the QHP.
 - c. “Enrollee” means any person enrolled in UCare and eligible for benefits under a QHP.
3. **General Obligations.** Participant shall provide Covered Services to Enrollees under this Addendum in accordance with the terms and conditions of the Participation Agreement. Participant agrees to comply fully with all applicable state and federal statutes, rules, regulations, and instructions pertaining to QHP’s, as they may be amended from time to time. Additionally, Participant agrees to comply with those provisions of the Provider Manual, (as that term is defined in the Participation Agreement) applicable to QHP’s, which may be modified from time to time.
4. **Reimbursement for Covered Services.** UCare shall reimburse Participant the lesser of billed charges or in accordance with the following schedule, less any applicable Copayments, Coinsurance, and Deductibles. Referenced fee schedules are those in effect at the time of the service. Claims are paid in accordance with UCare’s payment policies and procedures.

Productline	Mental Health / Behavioral Health Reimbursement
UCare Qualified Health Plans	1) 160% of the applicable CMS Physician Fee Schedule rate
	2) If no fee exists under 1) above then 160% of the UCare Standard Fee Schedule
	3) If no fee exists under 2) above then 65% of eligible charges

CMS Physician Fee Schedule. Fee schedule reimbursement rate as determined by the Centers for Medicare and Medicaid Services (CMS) Physician Fee Schedule.

UCare Standard Fee Schedule. Fee schedule reimbursement as determined by the actuarially developed UCare Standard Fee Schedule.

Productline	Chemical Dependency Treatment Reimbursement
UCare Qualified Health Plans	1) 100% of the applicable posted CCDTF rates or the CTF Fee Schedule
	2) If no fee exists under 1) above then 160% of the UCare Standard Fee Schedule
	3) If no fee exists under 2) above then 65% of eligible charges

CCDTF Rates/CTF Fee Schedule. Fee schedule reimbursement rate as determined by the Minnesota Department of Human Services for Consolidated Chemical Dependency Treatment Fund (CCDTF).

UCare Standard Fee Schedule. Fee schedule reimbursement as determined by the actuarially developed UCare Standard Fee Schedule.

5. Amendment. This Addendum may be amended as set forth in the Participation Agreement.
6. Termination. This Addendum may be terminated as follows.
 - a. Either party may terminate this Addendum without cause 125 days after sending the other party written notice of termination.
 - b. Either party may terminate this Addendum for breach after the breaching party has a period of 30 days to cure such breach, with such termination effective as described in the written notice of termination.
 - c. This Addendum shall terminate upon termination of the Participation Agreement between the parties.
7. Conflict and Applicability of Other Agreements. To the extent the terms of this Addendum address a product offering or subject matter, or conflict with the terms, contained in any other agreement, addenda or amendment between the parties, including the Participation Agreement, this Addendum shall control. All other terms of the Participation Agreement

shall remain in full force and effect, and shall apply to the parties' rights and obligations described in this Addendum.

In witness whereof, a duly authorized representative of each party has executed this Amendment in the manner appropriate to each as of the date indicated by the signature.

UCare Minnesota
P.O. Box 52
500 Stinson Blvd., N.E.
Minneapolis, MN 55440-8551

McLeod Social Service Center
dba McLeod County Social Services
1805 Ford Ave N
Suite 100
Glencoe MN 55336

Mark Traynor
Senior Vice President of Provider Relations
And Chief Legal Officer

By

Printed Name

Title

Date

Email

Date

Practice	Tax ID	NPI
McLeod Social Service Center dba McLeod County Social Services	41-6005841	A000043400



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

PATRICK MELVIN
Phone (320) 864-1363
830 11th Street East, Suite 110
Glencoe, MN 55336
Pat.Melvin@co.mcleod.mn.us

RESOLUTION 17-CB-16

NATIONAL POLICE WEEK FROM May 14 to May 20, 2017

WHEREAS, every day dedicated men and women serve as Police and Peace Officers to provide emergency assistance to citizens of McLeod County, and

WHEREAS, every day, citizens depend on the skill, expertise, compassion and commitment of McLeod County Police and Peace Officers to help save countless lives by their rapid response to emergency calls, and

WHEREAS, McLeod County Police and Peace Officers make decisions within seconds, have poise under pressure and place themselves in harm's way in order to protect the life and property of the citizens of McLeod County,

NOW THEREFORE BE IT RESOLVED that the McLeod County Board of Commissioners recognize our local Police and Peace Officers for their dedication and service to the citizens of McLeod County.

BE IT RESOLVED FURTHER, McLeod County Board of Commissioners recognizes National Police Week from May 14 through May 20, 2017.

Adopted this 16th day of May, 2017.

Board Chairman

County Administrator

**MCLEOD COUNTY BOARD
AGENDA REQUEST**

Board meeting date:	<u>May 16, 2017</u>	Originating department:	<u>Planning & Zoning</u>
Consent or regular agenda:	<u>Consent</u>	Preferred agenda time:	_____
Amount of time needed:	_____	Funding source (if applicable):	_____
Contact person for more info:	<u>Larry Gasow</u>	Are funds in Dept. budget:	_____
Representative (present at the meeting to discuss):	<u>Larry Gasow X-1218</u>		

MOTION REQUESTED:

Randy Peterson requests approval to renew a Mining Conditional Use Permit, CUP 17-02, for gravel mining and stockpiling on property owned by Triple B Farms, Lowell Baumetz and Daniel Baumetz. Of the 21 acre site, there is less than 5 acres remaining to be mined. Restoration will be for wildlife purposes. This property is located in Section 22 of Hassan Valley Township.

JUSTIFICATION FOR MOTION:

The Hassan Valley Township Board recommended approval at their regular meeting on April 11, 2017.

The Planning Advisory Commission recommended approval with the following conditions:

1. The hours of operation shall be 6:00AM to 8:00PM on Monday's through Friday's and Saturdays until 12:00 P.M.
2. All MPCA permits shall be maintained.
3. Applicant shall obtain a DNR Dewatering Permit.
4. No wetland or floodplain impacts shall take place unless prior approval from any agency with jurisdiction.
5. There shall be no stockpiling within floodplain or wetland areas.
6. A letter of credit or restoration bond in the amount of \$5,000 shall be submitted to the Zoning Office prior to the County Board meeting scheduled on May 16, 2017.
7. All Local, State, and Federal permits shall be applied for if needed.
8. Applicant shall follow restoration plan with a back-sloping at an 8:1 grade if restoring into farmland and a 4:1 grade for wildlife purposes.
9. Applicant shall notify Zoning Office as restoration takes place so an inspection can be made.

STAFF REPORT

TO: McLeod County Planning Commission
Date: April 12, 2017
Prepared By: Larry Gasow
CUP #17-02 Meeting Date: April 26, 2017

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GENERAL INFORMATION

Applicant: Randy Peterson
16860 160th St
Hutchinson, MN 55350
320/582-5055

Owner: Triple B Farms
Lowell & Daniel Baumetz
Hutchinson, MN 55350
320/587-9071 & 320/234-6419
PID 06.022.1500

Requested Action: Extend excavation and mining of gravel with stock piling at an existing site. The mining will take place within the surveyed area of the existing site. Of the 21 acre surveyed site, there is less than 5 acres of remained and un-mined area. Past restoration and future restoration will be for wildlife habitat purposes.

Purpose: To mine and stock pile gravel. After mining operation has been completed the restoration will be used for wildlife purposes.

Existing Zoning: Agricultural, Shoreland of a Tributary and Floodplain

Location: Less than 5 acres of a 21.94 acre tract within the N ½ of NW ¼ and SW ¼ of NW ¼ within Section 22, Hassan Valley Township.
PID #06.022.1500

Size: Less than 5 acres.

Existing Land Use: Agricultural.

Surrounding Land Use & Zoning: Gravel Mining, Agricultural, Shoreland area of the Crow River and potential wetlands and floodplain.

History: Obtained CUP 12-03 for a mining operation. Wetlands and floodplain were identified and conditions discussed.

Applicable Regulations: Section 15, General Development Regulations, Subdivision 6

Transportation: Private Haul Route to St Hwy #22

ANALYSIS

The Hassan Valley Town Board has not made a recommendation at the time of this staff report. Staff comments regarding the wetland and floodplain issues remain the same as in 2012. MnDOT's continued recommendation is that the existing shared access from St Hwy #22 be used. A performance bond or letter of credit will need to be submitted in the amount of \$5,000.00. If dewatering is done, the application will need to contact the DNR. There are potential wetlands within the pit area which will need to be resolved which McLeod County SWCD office will be marking. The operation is within the 300' Crow River Shoreland area but shall meet the setback to the OHW of the Crow River. The restoration will be made into a wildlife area with backsloping at a 4:1 grade which has been requested by the land owner, the restoration Letter of Credit will be held until the satisfaction of the land owner has been expressed. Floodplain elevation is at 1021', therefore any storage of material or equipment will need to be readily removed during flooding periods. The private haul route will be a shared easement to St. Hwy. #22.

RECOMMENDATIONS

Staff recommends approval with the condition that the applicant meets the conditions of the DNR, wetland rules and all other local, state and federal permits.

- The hours of operation shall be 6:00 A.M to 8:00 P.M.
- A letter of credit or bond in the amount of \$5,000.00 shall be submitted to the Zoning Office prior to the County Board meeting on May 17, 2011.
- No wetland or floodplain impacts shall take place unless prior approval from any agency with jurisdiction.
- Stockpiling shall be kept out of the Wetland and Floodplain areas.
- Applicant shall apply for a DNR Dewatering Permit, if needed.
- Applicant shall follow restoration plan with back sloping at a 4:1 grade.
- Applicant shall notify Zoning Office as restoration takes place so an inspection can be made.
- All other local, State and Federal agencies permits shall be obtained and maintained.

CERTIFICATE OF SURVEY FOR RANDY'S BOBCAT SERVICE & TRUCKING

DESCRIPTION OF PROPOSED EXCAVATION

That part of the North Half of the Northwest Quarter and that part of the Southwest Quarter of the Northwest Quarter, all in Section 22, Township 116 North, Range 29 West, McLeod County, Minnesota, described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 30 minutes 33 seconds East, assumed bearing, along the north line of said Northwest Quarter 30.00 feet; thence South 0 degrees 28 minutes 17 seconds East 83.00 feet to the point of beginning of the land to be described; thence continuing South 0 degrees 28 minutes 17 seconds East 900.00 feet; thence South 66 degrees 07 minutes 00 seconds East 925.00 feet; thence North 0 degrees 46 minutes 00 seconds East 498.00 feet; thence North 14 degrees 47 minutes 00 seconds East 366.51 feet; thence North 58 degrees 19 minutes 20 seconds West 783.92 feet to the intersection with a line bearing North 89 degrees 30 minutes 33 seconds East from the point of beginning; thence South 89 degrees 30 minutes 33 seconds West 360.61 feet to the point of beginning.

AREA OF PROPOSED EXCAVATION = 21.24 Acres

- Denotes iron monument found
- Denotes existing contour line (2 foot contour interval)
- Denotes existing spot elevation (old 1000 to spot elevations shown)
- Denotes proposed finished contour line (2 foot contour interval)

0 50 100 200
feet
scale in feet

The orientation of the bearings shown on this survey are based on the National County Coordinate System NAD83, 1996 HARN.

I hereby certify that this Survey, Plan or Report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

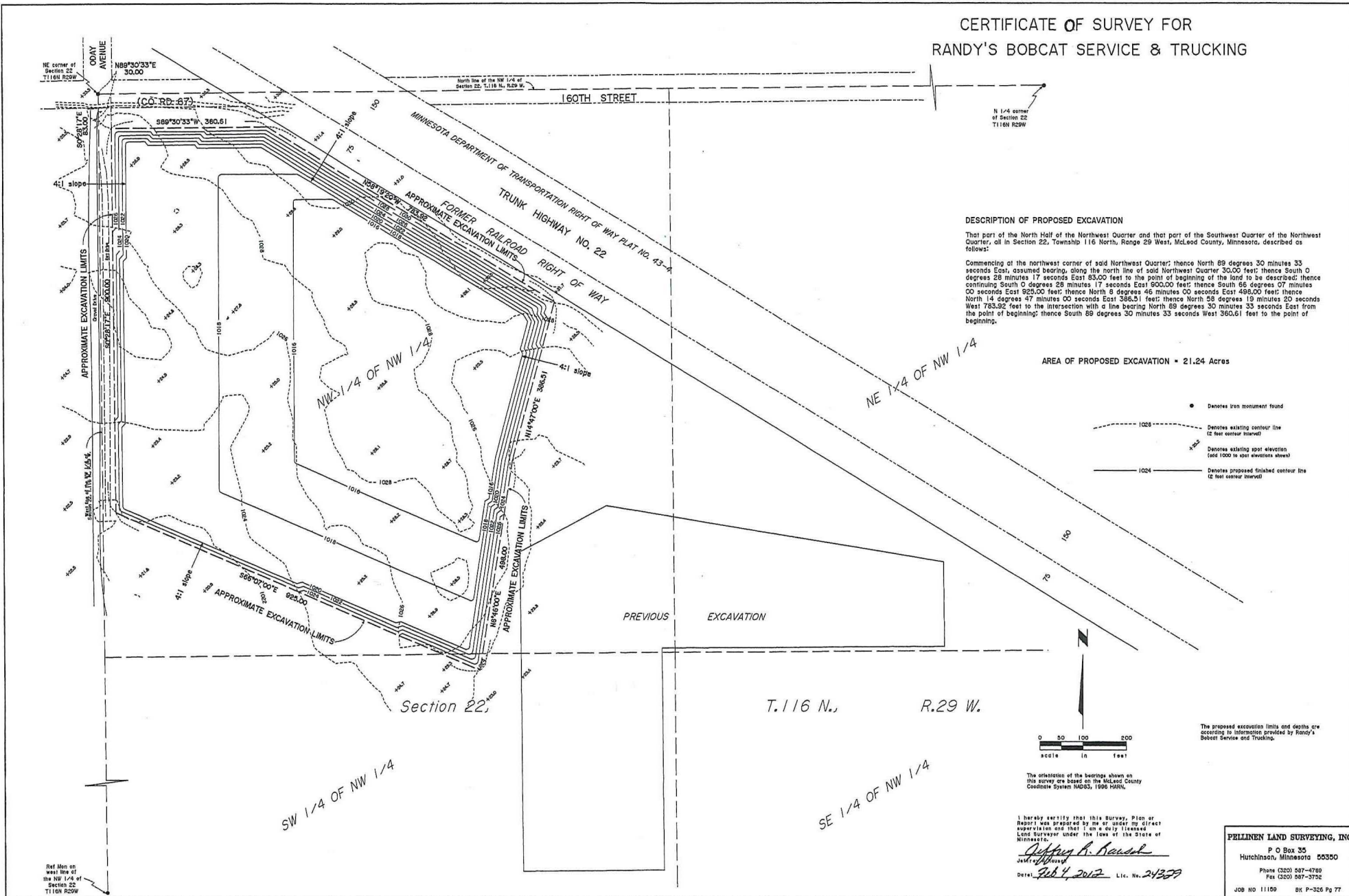
Jeffrey A. Koush
Jeffrey A. Koush
Date: Feb 4, 2012 Lic. No. 24359

PELLIN LAND SURVEYING, INC

P O Box 35
Hutchinson, Minnesota 55350

Phone (320) 587-4780
Fax (320) 587-3752

JOB NO 11150 BK P-326 Pg 77



**MCLEOD COUNTY BOARD
AGENDA REQUEST**

Board meeting date:	<u>May 16, 2017</u>	Originating department:	<u>Planning & Zoning</u>
Consent or regular agenda:	<u>Consent</u>	Preferred agenda time:	_____
Amount of time needed:	_____	Funding source (if applicable):	_____
Contact person for more info:	<u>Larry Gasow</u>	Are funds in Dept. budget:	_____
Representative (present at the meeting to discuss):	<u>Larry Gasow X-1218</u>		

MOTION REQUESTED:

Approve Conditional Use Permit 17-03 requested by Wm. Mueller & Sons of Hamburg, MN to renew an existing gravel mining and excavation permit to include crushing, screening stockpiling and recycling on property owned by Anna Ulrich. The restoration will be for Wild Life purposes. This property is located in Section 21 of Hassan Valley Township.

JUSTIFICATION FOR MOTION:

Hassan Valley Township recommended approval on April 11, 2017. The Planning Advisory Committee recommended approval on April 26, 2017 with the following conditions:

1. The hours of operation shall be 6:00 A.M to 8:00 P.M. on Monday through Friday and until 12:00 P.M. on Saturdays.
2. A letter of credit or bond in the amount of \$25,000.00 shall be submitted to the Zoning Office prior to the County Board meeting on May 16, 2017.
3. The existing access to CR 71 shall be used.
4. No wetland or floodplain impacts shall take place unless prior approval from any agency with jurisdiction.
5. Applicant shall apply for a DNR Dewatering Permit, if needed.
6. Applicant shall follow restoration plan for Wild Life purposes with backsloping at a 4:1grade.
7. Applicant shall notify Zoning Office as restoration takes place so an inspection can be made.
8. All MPCA Permits shall be maintained.

STAFF REPORT

TO: McLeod County Planning Commission

Date: April 17, 2012

Prepared By: Larry Gasow

CUP #12-07 Meeting Date: April 25, 2012

GENERAL INFORMATION

Applicant: Wm Mueller & Sons, Inc
831 Park Ave
Hamburg, MN 55339
952/467-2720

Owner: Anna Ulrich
% Tim Ulrich
14568 155th St
Hutchinson, MN 55350

Requested Action: New gravel mining and excavation with crushing and stock piling of material at two separate parcels that are adjoining and adjacent to each other. Restoration will be for wildlife habitat purposes.

Purpose: To mine, crush, recycle material and stock pile that material. After mining operation has been completed the restoration will be used for wildlife purposes.

Existing Zoning: Agricultural, Shoreland of a Tributary and Floodplain

Location: Approximately a 20 acre tract within the SW ½ of NE ¼ of SE ¼ and a 5 acre tract within the N ½ of SE ¼ of SE ¼ of Section 36, Hassan Valley Township.
PID # 06.036.0375 & #06.036.0700

Size: 25 acres total.

Existing Land Use: Wildlife habitat.

Surrounding Land Use & Zoning: Gravel Mining and wildlife habitat zoned Agricultural, Shoreland area of an Agricultural Tributary with potential wetlands and floodplain.

History: The last time these gravel pits were permitted were the 20 acre tract in the SW ½ of NE ¼ of SE ¼ was in 2007 while the 5 acre tract in the N ½ of SE ¼ of SE ¼ was permitted in 2004.

Applicable Regulations: Section 15, General Development Regulations, Subdivision 6

Transportation: CR #71 and St Hwy #22

ANALYSIS

The Hassan Valley Town Board has made a recommendation of approval at their April 10, 2012 meeting. Environmental Services has made his staff report comments regarding the wetland issues. MnDOT's recommendation is that the existing access onto St Hwy #22 can not be used. A new access to CR 71 will need to be built. A performance bond or letter of credit will need to be submitted in the amount of \$25,000.00. If dewatering is done, the application will need to contact the DNR. There are potential wetlands and floodplain within the pit area which will need to be resolved with Environmental Services and a survey indicating both parcels will need to be done. The restoration will be made into a wildlife area with backsloping at a 4:1 grade which has been requested by the land owner. The survey has not been completed at this time; the estimation is that there is an area for stockpiling and processing. The haul route shall be to St Hwy 22 whenever possible.

RECOMMENDATIONS

Staff has concerns regarding the floodplain and wetland issues on this parcel. The survey shall be submitted indicating the existing surface elevations and floodplain elevation, depth of excavation and final grade. Contractor shall meet the conditions of the DNR, wetland rules and all other local, state and federal permits. Stockpiling shall be kept out of the floodplain area.

- The hours of operation shall be 6:00 A.M to 8:00 P.M.
- A letter of credit or bond in the amount of \$25,000.00 shall be submitted to the Zoning Office prior to the County Board meeting on May 8, 2012.
- No wetland or floodplain impacts shall take place unless prior approval from any agency with jurisdiction.
- Applicant shall apply for a DNR Dewatering Permit, if needed.
- Applicant shall follow restoration plan with back sloping at a 4:1 grade.
- Applicant shall notify Zoning Office as restoration takes place so an inspection can be made.
- All MPCA Permits shall be maintained.

**MCLEOD COUNTY BOARD
AGENDA REQUEST**

Board meeting date:	<u>May 16, 2017</u>	Originating department:	<u>Planning & Zoning</u>
Consent or regular agenda:	<u>Consent</u>	Preferred agenda time:	_____
Amount of time needed:	_____	Funding source (if applicable):	_____
Contact person for more info:	<u>Larry Gasow</u>	Are funds in Dept. budget:	_____
Representative (present at the meeting to discuss):	<u>Larry Gasow X-1218</u>		

MOTION REQUESTED:

Approve Conditional Use Permit 17-04 requested by Wm. Mueller & Sons of Hamburg, MN to renew a gravel mining and excavation permit to include crushing and stockpiling on property owned by Gary Hemmann. The restoration will be for Wild Life purposes. This property is located in Section 21 of Hassan Valley Township.

JUSTIFICATION FOR MOTION:

Hassan Valley Township recommended approval on April 11, 2017. The Planning Advisory Committee recommended approval on April 26 with the following conditions:

1. The hours of operation shall be 6:00 A.M to 8:00 P.M., Monday through Friday and until 12:00 P.M. on Saturdays.
2. A letter of credit or bond in the amount of \$18,000.00 shall be submitted to the Zoning Office prior to the County Board meeting on May 16, 2017.
3. Dust control on 160th Street as needed.
4. All MPCA Permits shall be maintained.
5. No wetland or floodplain impacts shall take place unless prior approval from any agency with jurisdiction, including no stockpiling within the designated floodplain areas.
6. Applicant shall apply for a DNR Dewatering Permit, if needed.
7. Applicant shall meet all NPDES Permit requirements.
8. Applicant shall maintain a 100 foot setback with any excavation from the river.
9. Applicant shall submit a Wetland Delineation for the area of mining and stockpiling to be reviewed by any jurisdiction for impacts.
10. Applicant shall follow restoration plan for farmland purposes with backsloping at an 8:1grade.
11. Applicant shall notify Zoning Office as restoration takes place so an inspection can be made.

STAFF REPORT

TO: McLeod County Planning Commission

Date: April 13, 2017

Prepared By: Larry Gasow

CUP #17-04 Meeting Date: April 26, 2017

GENERAL INFORMATION

Applicant: Wm Mueller & Sons, Inc
831 Park Ave
Hamburg, MN 55339
952/467-2720

Owner: Gary Hemmann
10061 125th St
Glencoe, MN 55336

Requested Action: Renewal of gravel mining and excavation with crushing and stock piling of material at the site. Restoration will be for wildlife habitat purposes.

Purpose: To mine, crush and stock pile gravel. After mining operation has been completed the restoration will be used for wildlife purposes.

Existing Zoning: Agricultural, Shoreland of a Tributary and Floodplain

Location: Approximately a 20 acre tract within the E ½ of NE ¼ of NE ¼ within Section 21, Hassan Valley Township.
PID #06.021.0100

Size: 20 acres.

Existing Land Use: Agricultural.

Surrounding Land Use & Zoning: Gravel Mining, Agricultural, Shoreland area of the Crow River and potential wetlands and floodplain.

Applicable Regulations: Section 15, General Development Regulations, Subdivision 6

Transportation: 100th St to St Hwy #22

ANALYSIS

The Hassan Valley Town Board has not made a recommendation as of this mailing. Environmental Services made their staff report comments regarding the wetland issues in 2012 which will be adhered to with this application. MnDOT's recommendation is that the existing township access to St Hwy #22 be used. A performance bond or letter of credit will need to be submitted in the amount of \$20,000.00. If dewatering is done, the application will need to contact the DNR. There are potential wetlands and floodplain within the pit area was resolved and will be maintained with McLeod County SWCD and use the existing survey indicating the floodplain elevation in that area. The operation is within the 300' Crow River Shoreland area but shall meet the setback to the OHW of the Crow River. The restoration will be made into a wildlife area with backsloping at a 4:1 grade which has been requested by the land owner, the restoration Letter of Credit or Bond will be held until the satisfaction of the land owner has been expressed. The survey has not been completed at this time; the estimation is that there is a very small area for stockpiling. If stockpiling exceeds this area, the contractor has proposed that the stockpiling will take place on a neighboring parcel.

RECOMMENDATIONS

Staff has concerns regarding the floodplain and wetland issues on this parcel. The survey submitted indicating the existing surface elevations and floodplain elevation, depth of excavation and final grade will be used. Contractor shall meet the conditions of the DNR, wetland rules and all other local, state and federal permits. Stockpiling shall be kept out of the floodplain area.

- The hours of operation shall be 6:00 A.M to 8:00 P.M.
- A letter of credit or bond in the amount of \$20,000.00 shall be submitted to the Zoning Office prior to the County Board meeting on May 16, 2017.
- No wetland or floodplain impacts shall take place unless prior approval from any agency with jurisdiction.
- Applicant shall apply for a DNR Dewatering Permit, if needed.
- Applicant shall follow restoration plan with back sloping at a 4:1 grade.
- Applicant shall notify Zoning Office as restoration takes place so an inspection can be made.
- All local, State and Federal agencies permits shall be obtained and maintained.

McLeod County and Local Road Authority Temporary Haul Road Designation Route

It is hereby ordered, in accordance with the McLeod County Zoning Ordinance for Mining within Section 15, Subdivision 6, that the following route be designated as a haul road for the transportation of mined or excavated materials for Project CUP# _____ within Section 21 of 116-029 Township, McLeod County, Minnesota.

PRIMARY HAUL ROUTE FROM THE MINED AREA:

Township Road _____ to Co. Rd. # _____ to St. Hwy. # _____

SECONDARY HAUL ROUTE:

Township Road _____ to Co. Rd. # _____ to St. Hwy. # _____

~ Please attach a highway map showing the intended haul routes ~

THE DESIGNATED HAUL ROUTE SHALL HAVE THE FOLLOWING DUST CONTROL MEASURES AND ROAD MAINTENANCE CONDITIONS:

Dust Control Methods:

160th St Control dust as needed and repair any dust coating damaged

Road Maintenance Agreement:

160th St Repair ^{and restore} road if damaged beyond normal use.

Hwy ~~22~~ ~~160~~ will be the preferred route

Bond or Escrow Financial Amount:

The designation of this haul road will become effective on the date that the contractor or landowner begins either the hauling of material or mining and excavation operation. It will remain in effect until the mining operations have been completed or the mining permit has expired. The local road authority shall not release any bond or other financial securities until the satisfaction of restoration of the haul route has been made to the agreed condition of both the contractor/landowner and the local road authority. This statement will become part of special conditions attached to the McLeod County Mining Conditional Use Permit.


Contractor/Landowner

4/10/12
Date

3/24/17 No changes

Steve Reimer - Chairman
Local Road Authority/Title

3/6/12
Date

3/24/17

HAUL ROAD INSPECTION

The haul road has been inspected and it has been found that it has been restored to a condition as good as when it was taken over as the designated haul route.

Local Road Authority/Title

Date

HAUL ROAD and FINANCIAL SECURITY RELEASE

It is hereby agreed to that the haul road has been restored to the condition prior to when it was designated as a haul road. Therefore, future road maintenance shall be the responsibility of the local road authority, and is hereby requested that the financial security provided to the local road authority be released and terminated as of this date.

Contractor/Landowner

Date

POOL
5/10/17 3:21PM

***** 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

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



POOL

5/10/17 3:21PM

41 CAPITAL PROJECTS FUND

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
805	DEPT					CAPITAL IMPROVEMENT PLAN 2014		
	4718	UHL COMPANY						
1		41-805-000-0000-6610			86,184.50	SECURITY PROJECT	51097	CAPITAL - OVER \$5,000 (FIXED ASSETS)
	4718	UHL COMPANY			86,184.50	1 Transactions		
805	DEPT Total:				86,184.50	CAPITAL IMPROVEMENT PLAN 2014	1 Vendors	1 Transactions
41	Fund Total:				86,184.50	CAPITAL PROJECTS FUND		1 Transactions
	Final Total:				86,184.50	1 Vendors	1 Transactions	

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	41	86,184.50	CAPITAL PROJECTS FUND	
	All Funds	86,184.50	Total	Approved by,
			
			



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		Fax	Date
Scott Grivna - McLeod County			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 nosings at courtroom #3

Mohawk Venturesome modular 24x24 358 Thrill Seeker

Johnsonite VCD-63 nosing | 63 Burnt Umber

Includes sealing new wood surface for carpet installation

Includes scraping and removal of existing adhesives

Does not include base board of any kind.

material and labor

\$7,845.00

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 carpet tile and vinyl cove base at Annex

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

\$12,122.00

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

All labor is non-union. 8:00am - 5:00pm, Monday - Friday.

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

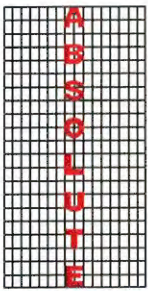
Note: This proposal may be withdrawn by us if not accepted within
90 days.

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.

Date of Acceptance:

Signature

Name:



ABSOLUTE
COMMERCIAL
FLOORING
INC.

9850 51st Ave. N. #106
Minneapolis, MN 55442-3207
763-746-8900
763-746-8902 FAX
www.absolutecf.com

Quote

Native American, Woman-Owned

Quote #

14872

Customer PO

Contract #

Date

5/10/2017

Sales Person1

Karla Sheehy

Sales Person2

Acct # 824

For: Fax

McLeod County Facilities & Procurement
830 11th Street East
Glencoe, MN 55336

Ship To:

McLeod County - Court Room
830 11th Street East
Glencoe, MN 55336

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 EnPress PSA M004 - 4G Adh	CPT-1
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
Stairs		
Materials	TBD Stair Nosing	TBD
Labor	Install - Stair Nose	STAIRS
Adhesive		
Materials	Johnsonite-Power Tape 1.5"	STAIRS
Adhesive		
Materials	Johnsonite-930 Epoxy Nosing Caulking Compound 13.5 o. z. tube	STAIRS
Transitions		
Materials	CTA-XX-A 1/4" CPT to 1/8" Resilient	TBD
Labor	Install Transitions	CPT/VIN
Transitions		
Materials	EG-XX-H 1/4" CPT Edge Guard	TBD
Labor	Install Transitions	CPT/VIN
Labor		
Labor	Ramping - Supply & Install	

Continuation For: McLeod County Facilities & Procurement, Quote # 14872

Type	Product Description Labor Description	Color / Item Number Room
Labor		
Labor	Delivery & Handling Services	
Labor		
Labor	Floor Prep-Concrete	

Information

QUOTED FOR STRAIGHT TIME
INCLUDES FURNITURE MOVING, REMOVING REMAINING CARPET, REMOVING
EXISTING ADHESIVE, MINOR FLOOR PREP, TRANSITIONS AND NOSINGS FOR
THE STAIRS

WALL BASE IS NOT INCLUDED

Totals

Labor	\$3,893.71
Materials	\$5,520.29
Contract Total	\$9,414.00
Sales Tax	
Grand Total	\$9,414.00
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. I/We accept these terms.

Buyer _____ Date _____ Seller _____ Date _____



COMMERCIAL
FLOORING
INC.

9850 51st Ave. N. #106
Minneapolis, MN 55442-3207
763-746-8900
763-746-8902 FAX
www.absolutecf.com

Quote

Native American, Woman-Owned

Quote #

14873

Customer PO

Contract #

Date

5/10/2017

Sales Person1

Karla Sheehy

Sales Person2

Acct # 824

For: Fax

Ship To:

McLeod County Facilities & Procurement
830 11th Street East
Glencoe, MN 55336

McLeod County - Probation Office
830 11th Street East
Glencoe, MN 55336

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 EnPress PSA M004 - 4G Adh	CPT-1
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
Transitions		
Materials	CTA-XX-A 1/4" CPT to 1/8" Resilient	TBD
Labor	Install Transitions	CPT/VIN
Labor		
Labor	Delivery & Handling Services	
Labor		
Labor	Floor Prep-Concrete	

Continuation For: McLeod County Facilities & Procurement, Quote # 14873

Type	Product Description Labor Description	Color / Item Number Room
Information		
QUOTED FOR STRAIGHT TIME INCLUDES FURNITURE MOVING, REMOVING REMAINING CARPET, REMOVING EXISTING ADHESIVE, MINOR FLOOR PREP, TRANSITIONS WALL BASE IS NOT INCLUDED		
Totals		
Labor		\$3,400.32
Materials		\$2,870.68
Contract Total		\$6,271.00
Sales Tax		
Grand Total		\$6,271.00
Deposit	Date	Ck #

-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. I/We accept these terms.

Buyer _____ Date _____ Seller _____ Date _____

McLeod County Highway Department Contract Bid Abstract

Contract No.: 17002

Project No.: CP 17-000-01 (Pavement Markings), CP 17-000-02 Seal Coat

Bid Opening: 03/07/2017 1:00 PM

Project: CP 17-000-01 (Pavement Markings) - CP 17-000-01 (Pavement Markings)				Engineers Estimate		Scott Construction		Morris Sealcoat & Trucking		Astech Corp.	
Line No.	Item	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2542.603 Latex Paint (Yellow)	GAL	2202	\$11.94	\$26,291.88	\$10.85	\$23,461.30	\$10.85	\$23,461.30	\$12.89	\$27,150.00
2	2542.608 Latex Paint (White)	GAL	1783	\$11.94	\$21,286.02	\$10.85	\$19,086.05	\$10.85	\$19,086.05	\$12.16	\$21,686.45
Totals for Project CP 17-000-01 (Pavement Markings)					\$47,577.90		\$42,547.35		\$42,547.35		\$48,836.45
% of Estimate for Project CP 17-000-01 (Pavement Markings)							-10.90%		-10.90%		2.69%
Project: CP 17-000-02 Seal Coat - CP 17-000-02 Seal Coat				Engineers Estimate		Scott Construction		Morris Sealcoat & Trucking		Astech Corp.	
Line No.	Item	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2555.602 BITUMINOUS MATERIAL FOR FOG SEAL	GAL	42403	\$1.00	\$42,403.00	\$1.40	\$59,364.20	\$1.00	\$42,403.00	\$1.27	\$53,851.81
5	2555.602 BITUMINOUS MATERIAL FOR FOG SEAL	GAL	2490	\$3.00	\$7,470.00	\$2.75	\$6,847.50	\$1.00	\$2,490.00	\$2.00	\$4,980.00
2	2555.606 BITUMINOUS MATERIAL FOR SEAL COAT	GAL	110448	\$2.12	\$234,151.36	\$2.11	\$233,047.38	\$2.18	\$240,776.64	\$2.01	\$222,002.48
3	2555.608 BITUMINOUS SEAL COAT	S Y	389183	\$0.182	\$70,832.41	\$0.10	\$38,918.30	\$0.10	\$38,918.30	\$0.18	\$70,256.94
6	2563.601 TRAFFIC CONTROL	LB	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	2563.602 RAISED PAVEMENT MARKER	EACH	1720	\$2.70	\$4,644.00	\$3.00	\$5,178.00	\$2.18	\$3,729.16	\$1.00	\$1,720.00
Totals for Project CP 17-000-02 Seal Coat					\$175,730.29		\$143,228.08		\$163,647.78		\$164,806.64
% of Estimate for Project CP 17-000-02 Seal Coat							-8.58%		-8.58%		-8.32%
Totals for Contract 17002					\$420,320.18		\$388,800.14		\$388,800.14		\$403,623.75
% of Estimate for Contract 17002							-8.63%		-7.06%		-8.52%

I hereby certify that this is an exact reproduction of bids received.

Certified By: _____ License No. _____

Date: _____

CENTURY AVE

17,250 SY

11,450 SY

6,100 SY



CSAH 115



FOG SEAL ASPHALT MILLINGS

**MCLEOD COUNTY
HIGHWAY DEPARTMENT**

**2017 FOG SEAL
FAIRGROUND AREAS
HUTCHINSON, MN**



McLeod County Highway Department Project Bid Abstract

Project Name: CSAH 3 PCC Overlay West of Glencoe

Contract No.:

Client: McLeod County Highway Department

Project No.: SAP 043-603-032

Bid Opening: 05/09/2017 1:00 PM

Owner: McLeod County Highway Department

Project: SAP 043-603-032 - CSAH 3 PCC Overlay West of Glencoe				Engineers Estimate		FCB Roads		S.M. Heritage & Son, Inc.	
Line No.	(Item)	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2011.601 CONSTRUCTION SURVEYING	LS	1	\$20,000.00	\$20,000.00	\$44,940.00	\$44,940.00	\$111,741.00	\$111,741.00
2	2021.601 MOBILIZATION	LS	1	\$40,000.00	\$40,000.00	\$202,000.00	\$202,000.00	\$96,130.70	\$96,130.70
3	2104.606 REMOVE BITUMINOUS PAVEMENT	S Y	220	\$5.00	\$1,100.00	\$15.00	\$3,300.00	\$12.25	\$2,735.00
22	2105.607 HAIL AND STOCKPILE EXCESS MATERIAL	C Y	1870	\$10.00	\$18,700.00	\$11.00	\$20,570.00	\$8.05	\$15,073.50
4	2112.612 SHOULDER PREPARATION	RSCT	340	\$200.00	\$68,000.00	\$265.00	\$90,340.00	\$127.00	\$43,180.00
5	2221.601 SHOULDER BASE AGGREGATE CLASS 5 MOD	TON	4082	\$30.00	\$122,460.00	\$7.00	\$28,564.00	\$14.00	\$57,138.00
6	2302.601 MILL BITUMINOUS SURFACE (AVAL. DEPTH) (1")	SQ YD	29043	\$2.00	\$58,086.00	\$1.35	\$39,218.15	\$0.90	\$26,144.10
7	2301.604 PLACE CONCRETE PAVEMENT 8" * (1")	S Y	12846	\$6.00	\$77,076.00	\$4.52	\$58,058.40	\$3.80	\$48,756.00
24	2301.608 SUPPLEMENTAL PAVEMENT REINFORCEMENT	LS	6600	\$1.00	\$6,600.00	\$1.50	\$9,900.00	\$5.40	\$35,736.00
8	2301.611 STRUCTURAL CONCRETE (1")	C Y	22311	\$100.00	\$2,231,100.00	\$98.24	\$2,189,362.64	\$120.60	\$2,691,475.50
9	2301.601 Concrete W/C Ratio Incentive/Disincentive	Lump Sum	1	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00
10	2367.602 BITUMINOUS MATERIAL FOR TACK COAT	GAL	923	\$4.50	\$4,153.50	\$2.00	\$1,846.00	\$4.10	\$3,784.30
11	2300.601 TYPE SP 12.5 WEARING COURSE MIXTURE (2.8)	TON	2912	\$75.00	\$218,400.00	\$58.00	\$168,896.00	\$66.70	\$194,210.40
12	2300.601 Concrete Ride Incentive/Disincentive	LS	1	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
13	2640.602 MAIL BOX SUPPORT	EACH	28	\$100.00	\$2,800.00	\$100.00	\$2,800.00	\$102.00	\$2,856.00
14	2640.602 RELOCATE MAIL BOX SUPPORT	EACH	28	\$60.00	\$1,680.00	\$65.00	\$1,820.00	\$66.70	\$1,867.60
16	2603.601 TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
18	2674.626 COMMON TOPSOIL BORROW	C Y	200	\$35.00	\$7,000.00	\$30.00	\$6,000.00	\$29.00	\$5,800.00
17	2662.602 1/2" SOLID LINE PAINT	LF	6601	\$0.05	\$330.05	\$0.17	\$1,122.17	\$0.25	\$1,650.25
18	2662.602 1/2" SOLID LINE PAINT	LF	66760	\$0.07	\$4,673.20	\$0.18	\$12,016.80	\$0.36	\$24,052.80
19	2662.602 1/2" BROKEN LINE PAINT	LF	6463	\$0.05	\$323.15	\$0.17	\$1,098.71	\$0.25	\$1,615.75
20	2662.602 1/2" DOUBLE SOLID LINE PAINT	LF	1880	\$0.10	\$188.00	\$0.24	\$451.20	\$0.45	\$846.00
21	2662.602 FORMED 4" GROOVE FOR PAINT STRIPE	LIN FT	60000	\$0.20	\$12,000.00	\$0.01	\$600.00	\$0.15	\$9,000.00
22	2662.602 FORMED 8" GROOVE FOR PAINT STRIPE	LIN FT	60760	\$0.20	\$12,152.00	\$0.01	\$607.60	\$0.15	\$9,114.00
Totals for Project SAP 043-603-032					\$3,827,657.70		\$3,971,112.27		\$4,406,798.95
% of Estimate for Project SAP 043-603-032							-8.52%		14.47%

I hereby certify that this is an exact reproduction of bids received.

Certified By: _____ **License No.** _____

Date: _____

2017-2019 Recycling Contract Extension Between McLeod County and West Central Sanitation, Inc.

For the collection of recyclables from rural collection sites
May 1, 2017-April 30, 2019

This contract extension, which is allowed in paragraph two (2) of the two Contracts signed May 9, 2008 and May 20, 2008 by the parties, and taking effect June 5, 2015 through June 4, 2017, will extend the current term of those Contracts and the current services provided to those sites listed as township shed or drop box locations; excluding the Hutchinson site.

The first year of this renewal, due to the change to single-sort recycling containers, will adjust the service payment to \$41.45 per service for 8 yd³ containers. Year two rates will be adjusted by the CPI or 3%, whichever is less.

West Central Sanitation will perform a minimum of 50 services per week.

One additional (2) year renewal option can be initiated by the Contractor notifying the County in writing at least one-hundred eighty (180) days prior to the end of said contract term if the Contractor and County choose to exercise its option to renew. If parties choose not to exercise renewal options, then Agreement shall end at the end of the current term.

All other conditions will continue in said agreement.

By: _____
Don Williamson, President West Central Sanitation

Date

By: _____
Chair, McLeod County Board Commissioners

Date

By: _____
Pat Melvin, County Administrator, McLeod County

Date

APPROVED AS TO EXECUTION/DATE

By: _____
Michael Junge, County Attorney, McLeod County

Date

McLeod County Recycling Service Contract Extension

West Central Sanitation

May 1, 2017 – April 30, 2019

This renewal option, which is allowed in the original agreements signed by both Parties, will continue the recycling services throughout McLeod County provided by West Central Sanitation. The process of providing those services will change to meet the collection and delivery of co-mingled recycling to the McLeod County Recycling Center. Equipment to be provided for the collection and delivery of this co-mingled recycling product, by West Central Sanitation, will be as follows:

Household Rates

May 1, 2017 – April 30, 2018

- \$3.14 month/RDU (11,000 carts) with every other week collection services.
- \$2.63 month/MUD with every other week collection services.

Contract extensions can be initiated by either party, in writing, no less than 180 days prior to the end of the initial term. A CPI or 3% increase, whichever is less, will take effect at the start of the second year of this extension.

McLeod County may schedule two cart change requests per day for delivery by West Central, to coincide with the recycling schedule in each municipality, at no charge.

A deactivation fee will be paid to West Central Sanitation if the Continuation of Service portion of the agreement is not renewed based on this schedule: May 1, 2019 - \$100,000 + \$14 per cart.

By: _____
Don Williamson, President West Central Sanitation

Date

By: _____
Chair, McLeod County Board Commissioners

Date

By: _____
Pat Melvin, County Administrator, McLeod County

Date

APPROVED AS TO EXECUTION/DATE

By: _____
Michael Junge, County Attorney, McLeod County

Date



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

PATRICK MELVIN
Phone (320) 864-1363
830 11th Street East, Suite 110
Glencoe, MN 55336
Pat.Melvin@co.mcleod.mn.us

Resolution # 17-CB-17

Family Homeless Prevention and Assistance Program Resolution

WHEREAS, the Minnesota Housing Finance Agency has made available Family Homeless Prevention and Assistance Program grant monies to encourage and support innovation at the local level to help prevent homelessness, reduce the length of homeless episodes, and reduce repeated episodes of homelessness, and

WHEREAS, Area service providers who administer programs that address families crisis needs have identified gaps within the service delivery system, and

WHEREAS, Area service providers who administer programs that address families crisis needs have identified strategies to address the identified service gaps,

WHEREAS, Area service providers wish to continue to work together to coordinate their services and improve the service delivery system,

WHEREAS, United Community Action Partnership desires to make an application on behalf of the area service providers for funds to address these identified problems,

NOW THEREFORE BE IT RESOLVED that the County of McLeod agrees to support United Community Action Partnership in its application and implementation of the proposed Family Homeless Prevention and Assistance Program.

Adopted by the County Board of Commissioners the 16th Day of May, 2017.

By: _____

Chairperson

Attest: _____

**MCLEOD COUNTY BOARD
AGENDA REQUEST**

Board meeting date:	<u>May 16, 2017</u>	Originating department:	<u>Planning & Zoning</u>
Consent or regular agenda:	<u>Regular</u>	Preferred agenda time:	<u>10:00 a.m.</u>
Amount of time needed:	<u>5 minutes</u>	Funding source (if applicable):	_____
Contact person for more info:	<u>Larry Gasow</u>	Are funds in Dept. budget:	_____
Representative (present at the meeting to discuss):	<u>Larry Gasow X-1218</u>		

MOTION REQUESTED: Evan Carlson, Director of Land and Legal at Innovative Power Systems of Roseville, MN, requests approval of Conditional Use Permit 17-05 for a 1-Megawatt Solar Garden Facility to be known as "BARONE CSG" on property owned by Andy & Kimberly Barone of Watertown, MN. The property legal description is 10.12 AC PIERSON ESTATES, Lot-001 Block-001 in Section 15 of Winsted Township.

JUSTIFICATION FOR MOTION:

The Board of Winsted Township held their monthly meeting on Thursday, April 13, 2017 and recommended not approving the conditional use permit until the following recommended conditions are met:

1. All existing tile in the said area shall be identified and replaced at the expense of the landowner prior to the project starting.
2. All project inverters to be moved to the eastern edge of the property away from the adjacent land owner.

The McLeod County Planning Advisory Commission unanimously recommended approval on April 26, 2017 with the following conditions:

1. A Bond or Letter of Credit in the amount of \$20,000 per megawatt (1 MW @ \$20,000) shall be provided to the Zoning Office prior to any permits being issued.
2. A decommissioning and restoration plan shall be submitted to warrant the total Bond amount.
3. Contractors Proof of Insurance during construction of the facility.
4. Contact person name and phone number for noxious weed control and other concerns will be filed with the zoning office and there shall be a place card posted at the site entrance.
5. Applicant shall contact Minnesota DNR to ensure compliance with new Minnesota Buffer Protection Law.
6. Applicant shall contact Ryan Freitag, SWCD Program Director, to ensure proper ditch setbacks are met.
7. A landscape buffer plan and vegetative management plan shall be provided to the Zoning Office.
8. Applicant shall maintain proper site care and noxious weed control.
9. Applicant shall contact expert tile engineer to determine tile locations and all other tile concerns.
10. Any damage to public or private drainage tile shall be repaired or replaced by the applicant.
11. Applicant shall meet all NPDES Permit requirements if required.
12. Agricultural fencing with two strands of barbed wire shall be installed for site security.
13. Access to the ditch on the eastern side of the property to be maintained for future maintenance needs, cleaning, and tile outlet assessments. Move the fence inward to allow equipment access.
14. The proposed road approach access shall be moved in the plan to the existing road approach, which is slightly south of the proposed access)
15. Stray voltage assessment is to be completed at the completion of the project, and every year for the first five (5) years, and every five (5) years at the expense of the property owner for the life of the garden.

STAFF REPORT

TO: McLeod County Planning Commission

Prepared By: Larry Gasow

Date: April 14, 2017

Permit: CUP #17-05 Meeting Date: April 26, 2017

.....

GENERAL INFORMATION

Applicant: Innovative Power Systems
Evan Carlson, Dir. of Land and Legal
2670 Patton Road
Roseville, MN 55113

Property Site: Andy & Kimberly Barone
14250 CR 125
Watertown, MN 55388

PID #14.076.0010

Requested Action: Application for a conditional use permit for Essential Services of a 1 MW community solar garden array system connected to the public power grid of Xcel Energy. The purpose of the essential services is for electrical generation through solar energy.

Purpose: To operate potentially a 1 MW Community Solar Garden will be placed on approximately 10.12 acres. The panel posts will be pile driven into the ground approximately 8' to 12' without the need for concrete. The area will be fenced for security purposes.

Existing Zoning: Agricultural.

Location: Pierson Estates, Lot 1, Blk 1 within Section 15 of Winsted Township.

Size: 1 megawatt (MW) array within the 10 acre tract.

Existing Land Use: Agricultural.

Surrounding Land Use and Zoning: "A" Agricultural, with platted residential lots and farmstead building sites.

Applicable Regulations: Section 18, Subdivision 4

History: The area was platted for residential building sites, of which they are undeveloped and is farmland.

SPECIAL INFORMATION

Transportation: CR5 – Cable Ave

Physical Characteristics: Potential building sites and agricultural land.

ANALYSIS

The Winsted Town Board has not notified our office of their recommendation. This 10 acre tract is part of a larger platted tract additional building eligibilities. The Innovative Powers Systems investment group will contribute to the growing need of “Green Energy” and will be run to the electrical grid of Xcel Energy. This is a procedure that McLeod County has reviewed at two other locations within the County and Winsted Township. Solar gardens make application to Xcel Energy to supply electricity to the substation, each site is limited to the amount of which solar power or wind generation can be received. Innovative Powers Systems has made application but have not be notified of acceptance at this time. This would be similar but smaller in size and production of other solar gardens within Winsted Township. Traffic should not be affected other than a visual change in the landscape. To help insure there shouldn’t be a nuisance or negative affect a screening plan should be submitted along with a security fence. Health, safety and welfare to the public will be necessary. A decommission bond will be a requirement along with a proof of insurance of the firm constructing the site. An NPDES permit may be applied for to control run off from the site. The site will be graded as to not exceed more than a 3% slope and vegetation will be grown for ground cover. The property will be leased from the Barone family by Innovative Power Systems.

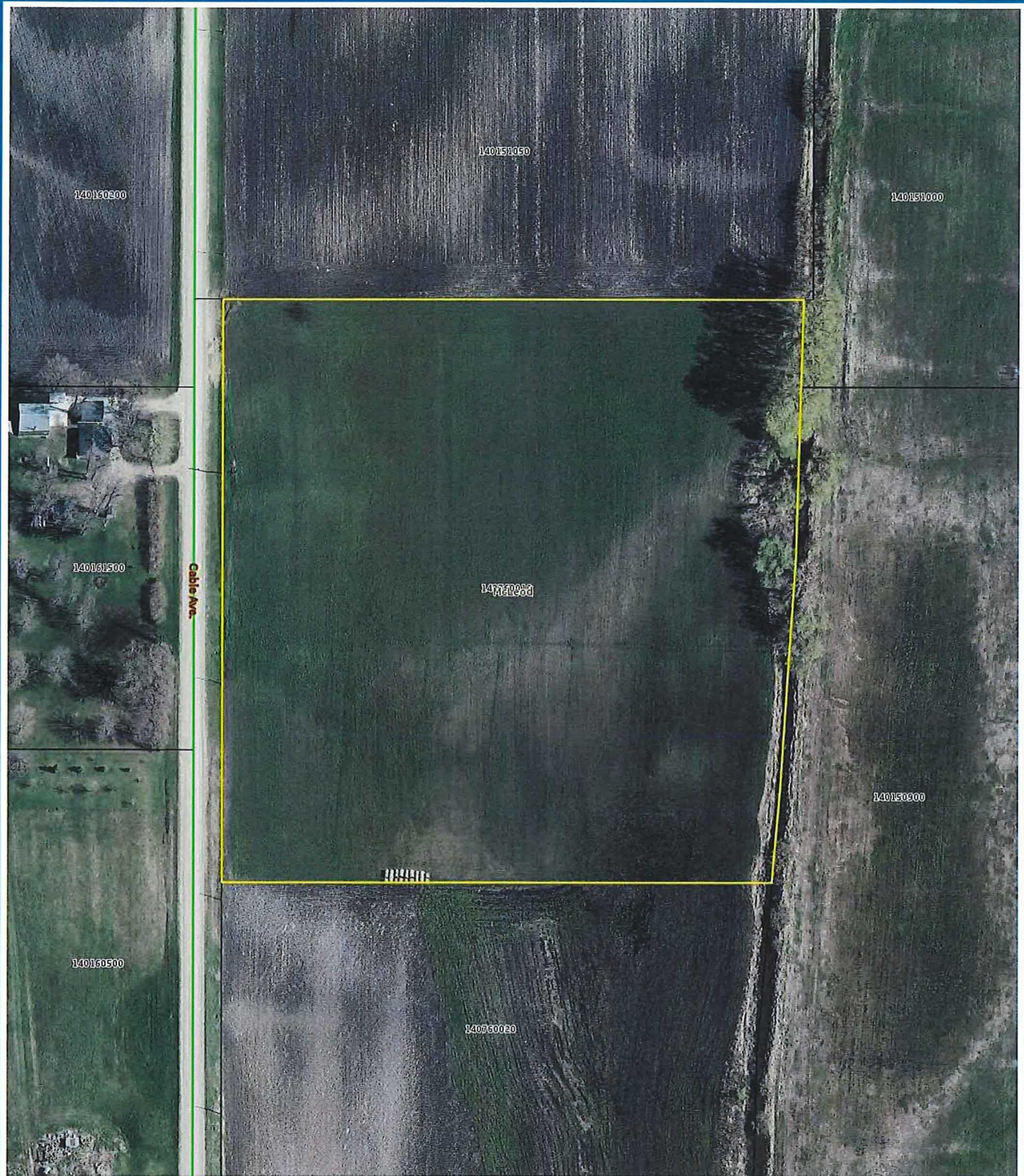
RECOMMENDATIONS

Staff has no objections but would recommend placing conditions on the CUP similar to the other solar gardens permitted within McLeod County. They are as follows:

1. A Bond or Letter of Credit in the amount of \$20,000 per megawatt. (1 MW @ \$20,000) shall be provided to the Zoning Office prior to any permits being issued.

2. A decommissioning and restoration plan shall be submitted to warrant the total Bond amount.
3. Contractor's Proof of Insurance during the construction of the facility.
4. Contact person and phone number for weed control and other concerns will be filed with the zoning office and there shall be a placard posted at the entrance.
5. A landscape buffer plan and vegetative management plan shall be provided to the Zoning Office.
6. Any damage to public or private drainage tile shall be repaired or replaced by the applicant.
7. Applicant shall meet all NPDES Permit requirements if required.
8. Agricultural fencing with two strands of barbed wire shall be installed for site security.

14.074.0010_Barone



Disclaimer: McLeod County does not warrant or guarantee the accuracy of the data.
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Sandy Posusta

From: Larry Gasow
Sent: Tuesday, April 18, 2017 8:13 AM
To: Sandy Posusta
Cc: Marc Telecky
Subject: FW: Baron Community Solar Garden CUP - Winsted Township Recommendation

From: Tony Hausladen [mailto:tony.hausladen@tds.net]
Sent: Monday, April 17, 2017 9:21 PM
To: Larry Gasow
Cc: 'Brian Anderson'; 'Nathan Schmalz'; 'Nina Stifter'; 'JoEllen Fasching'
Subject: Baron Community Solar Garden CUP - Winsted Township Recommendation

Evening Larry,

Winsted Township had its monthly meeting last week Thursday. At that meeting we were presented with the CUP for the Barone Community Solar Garden.

Winsted Township recommended NOT approving the CUP until the following additional CUP items were met:

- All existing tile in the said area was identified and replaced at the expense of the landowner prior to the project starting
- All project inverters were moved to the eastern edge of the property away from the adjacent land owner
- Access to the ditch on the eastern side of the property was maintained for future maintenance needs, cleaning, and tile outlet assessments (move the fence inward to allow equipment access)
- The proposed road approach access is moved in the plan to the existing road approach (which is slightly south of the proposed)
- Stray voltage assessment is to be completed at the completion of the project, and every year for the first five year, and every five years at the expense of the property owner for the life of the garden

Please let us know if you have any further questions.

Thank you.

Tony Hausladen
Winsted Township Supervisor

Sandy Posusta

From: Evan Carlson <evanc@ips-solar.com>
Sent: Monday, April 17, 2017 2:08 PM
To: Larry Gasow; Sandy Posusta; Marc Telecky
Subject: Change to CUP Site Plan
Attachments: Exhibit B - Barone CUP Application Rev3.pdf

Hi Everybody,

I met with the township and they had a few suggestions about the project. We moved the access road to the existing approach. If this has already been published than I can just explain it at the PC meeting.

- Evan

Evan G. Carlson - Director of Land and Legal
Innovative Power Systems
2670 Patton Road
Roseville, MN 55113
o: (651) 789-5305
c: (952) 212-0824
<http://solar.mn>

Local solar since 1991.

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**MCLEOD COUNTY BOARD
AGENDA REQUEST**

Board meeting date:	<u>May 16, 2017</u>	Originating department:	<u>Planning & Zoning</u>
Consent or regular agenda:	<u>Regular</u>	Preferred agenda time:	<u>10:00 AM</u>
Amount of time needed:	<u>15 minutes</u>	funding source (if applicable):	_____
Contact person for more info:	<u>Larry Gasow</u>	Are funds in Dept. budget:	_____
Representative (present at the meeting to discuss):	<u>Larry Gasow X-1218</u>		

MOTION REQUESTED:

Northern Lines Contracting requests approval of Mining CUP 17-08 on property owned by Huepenbecker Land Holdings LLC, Jared Huepenbecker, for gravel mining and excavation to include crushing, recycling and stockpiling of concrete and bituminous material. The access is proposed off of State Highway 212 and sharing of the driveway, owned by Jared Huepenbecker. A silt fence will be installed around the perimeter. The restoration will be for wildlife purposes and located in a 31 acre tract within the N ½ of the SE ¼ within Section 16 and the N ½ of the SW ¼ of Section 15 of Helen Township.

JUSTIFICATION FOR MOTION:

The Board of Helen Township recommended approval at their April 13, 2017 regular meeting. The Planning Advisory Committee recommended approval, with the following conditions, at their May 10, 2017 special meeting.

1. The hours of operation shall be 7:00 A.M. to 8:00 P.M. on Monday through Friday. Saturday hours shall be 7:00 A.M. to 12:00 P.M. or until 3:00 P.M. on an extreme need only. Applicant shall notify the Zoning Office when operating outside these hours.
2. Applicant shall contact and meet with the area Minnesota Department of Transportation regarding the traffic study as submitted to the zoning office prior to the May 16, 2017 County Board meeting.
3. Calcium chloride shall be applied on the haul route and driveway.
4. Applicant shall set markers to identify the floodway zone area.
5. Stockpiling shall be done at the Northwest corner of the pit area; there shall be no stockpiling or fill place within the floodplain or shoreland areas.
6. No wetland or floodplain impacts shall take place without prior approval from any agency with jurisdiction.
7. Applicant shall apply for a DNR Dewatering permit and abide by its conditions.
8. Applicant shall repair or replace any damaged drainage tile.
9. Tile that runs under State Highway 212 shall be cared for to ensure surface water drainage from neighboring properties and the platted area of Buffalo Highlands.
10. Applicant shall follow all DNR and FEMA setbacks and standards.
11. Properly placed "Trucks Hauling" signs shall be posted along State Highway 212 when trucks are hauling.
12. All processing machinery shall be stored outside Flood Fringe area. (Zone A, 100-year)
13. Wetland impacts shall be approved by Local Wetland Administrator or Local Government Unit.
14. All local, State, Federal and other agencies permits shall be obtained and maintained.
15. Applicant shall notify the Zoning Office for an inspection of the planned restoration of a 4:1 grade for wildlife purposes.

STAFF REPORT

TO: McLeod County Planning Commission
Date: April 25, 2017
Prepared By: Larry Gasow
CUP #17-08 SPECIAL MEETING Date: May 10, 2017

.....

GENERAL INFORMATION

Applicant: Northern Lines Contracting
9705 Upton Circle South
Bloomington, MN 55431
952/807-5173

Owner: Huepenbecker Land Holding, LLC
Glencoe, MN 55336
320/298-5263

Requested Action: Gravel mining and excavation with crushing, recycling and stock piling of material at the site. Restoration will be for wildlife habitat purposes.

Purpose: To mine, crush and stock pile gravel. After mining operation has been completed the restoration will be used for wildlife purposes.

Existing Zoning: Agricultural, Shoreland of a Tributary and Floodplain

Location: Approximately a 31 acre tract within the N ½ of SE ¼ within Section 16 and the N ½ of SW ¼ of Section 15 Helen Township.

Size: 31 acres.

Existing Land Use: Agricultural.

Surrounding Land Use & Zoning: Gravel Mining, Agricultural, Shoreland area of the Crow River and potential wetlands and floodplain.

Applicable Regulations: Section 15, General Development Regulations, Subdivision 6

Transportation: St Hwy #212

ANALYSIS

The Helen Town Board has made a recommendation of approval at their April 13th meeting. The City of Glencoe has not made comment. MnDOT has not made a recommendation at this time but State Hwy #212 will be used. A performance bond of \$31,270.00 has been submitted to the Zoning Office. If dewatering is done, the application will need to contact the DNR. The DNR had no comment regarding Buffalo Creek Shoreland or floodplain area. There are potential wetlands and floodplain within the pit area was resolved and there will be no stockpiling of material within the floodplain area. The restoration will be made into a wildlife area with backsloping at a 4:1 grade which has been requested by the land owner, the restoration Letter of Credit or Bond will be held until the satisfaction of the land owner has been expressed. The survey has been completed indicating the proposed haul road to St Hwy 212, also showing existing topography, mining depth and restoration of 4:1 back sloping. Any mining being done at this time is for the site preparation of the Huepenbecker Highway Business site.

RECOMMENDATIONS

Staff has awareness of the applicant regarding the floodplain and wetland issues on this parcel. Contractor shall meet the conditions of the DNR, wetland rules and all other local, state and federal permits. Silt fencing shall be used in the appropriate areas. Stockpiling shall be kept out of the floodplain area.

- The hours of operation shall be 7:00 A.M to 8:00 P.M.
- Stockpiling shall be done at the NW Corner of the pit area.
- No wetland or floodplain impacts shall take place unless prior approval from any agency with jurisdiction.
- Applicant shall apply for a DNR Dewatering Permit, if needed.
- Truck Hauling signs shall be put in place along St. Hwy. 212 when hauling.
- Applicant shall follow restoration plan with back sloping at a 4:1 grade.
- Applicant shall notify Zoning Office as restoration takes place so an inspection can be made.
- All local, State and Federal agencies permits shall be obtained and maintained.

Northern Lines Contracting

Pit hours will comply with local ordinance

Pit will have broom onsite

Will dust control entrance and pit road

(CC)

Berms will be built around the perimeter

In the excavation area Northern Lines will restore slopes to 4 to 1 with a minimum of 4 inches of topsoil and seed.

It is expected to be a smaller operation with minimal truck traffic

The access is proposed to be off of hwy 212 sharing the Huepenbecker driveway

The pit will be a crushing and screening operation, for Class 5 and sand

All topsoil will be stripped with dozers and scrapers and be used to build the berms around the perimeter(excluding the flood plain area)

Silt fence will be installed around the perimeter

We estimated to have 240000 cubic yards of granular material

Bond # GRMN40370A

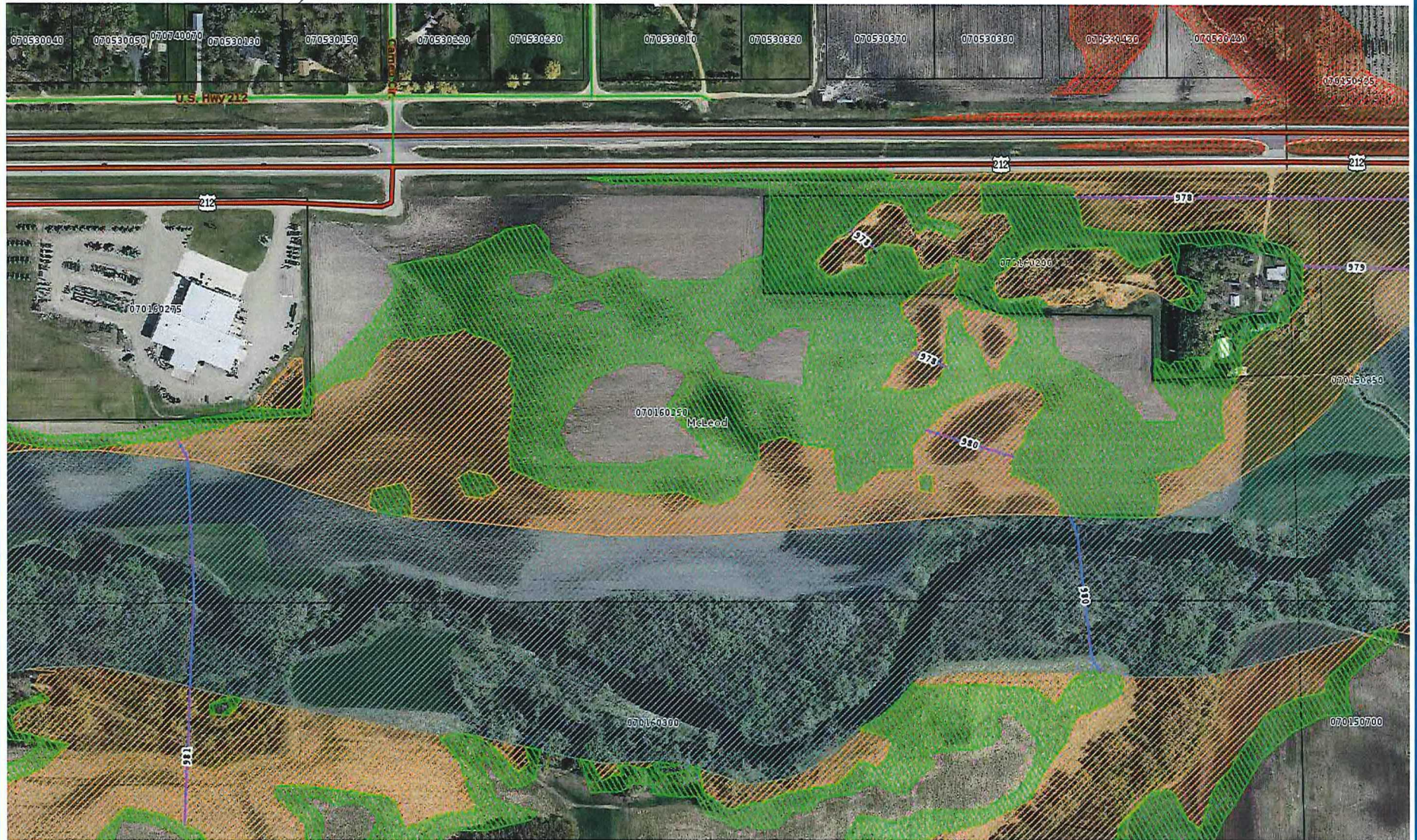
- 1) RECLAMATION BACK TO MIN. ELEVATION OF 964'
- 2) STOCKPILE ON NW CORNER OF PIT AREA
- 3)

This information is to be used for reference purposes only.



Northern Lines Const.
CUP 17-08
(Flood way)

Huepenbecker Land Holding, LLC



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07.016.0250

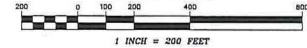
TOPOGRAPHIC SURVEY

~for~ NORTHERN LINES CONTRACTING, INC.

~part of the~ N 1/2 of the SE 1/4, Sec.16, T.115, R.27, Helen Twp., McLeod Co., MN

**BENCHMARK**

GEODETIC STATION # 103506
 MNDOT NAME: 4310 H
 ELEVATION = 982.334 NAVD88

GRAPHIC SCALE

NORTH

DESCRIPTION OF PROPOSED EXCAVATION AREA

Part of the North Half of the Southeast Quarter of Section 16, Township 115, Range 27, McLeod County, Minnesota, described as follows:

Commencing at the northeast corner of said Southeast Quarter;
 thence on an assumed bearing of South 01 degrees 24 minutes 15 seconds East along the east line of said Southeast Quarter 633.05 feet;
 thence South 87 degrees 24 minutes 16 seconds West 126.29 feet to the point of beginning of the land to be described;
 thence continuing South 87 degrees 24 minutes 16 seconds West 273.22 feet;
 thence North 02 degrees 05 minutes 46 seconds East 193.86 feet;
 thence North 89 degrees 10 minutes 10 seconds West 456.70 feet;
 thence North 61 degrees 49 minutes 10 seconds West 117.98 feet;
 thence North 80 degrees 36 minutes 18 seconds West 593.13 feet;
 thence North 00 degrees 12 minutes 50 seconds East 289.27 feet to the westerly right-of-way line of Minnesota Trunk Highway Number 212;
 thence South 88 degrees 39 minutes 23 seconds West along said westerly right-of-way line 317.09 feet;
 thence South 00 degrees 12 minutes 50 seconds West 502.12 feet;
 thence South 89 degrees 47 minutes 46 seconds West 484.00 feet;
 thence South 00 degrees 12 minutes 50 seconds West 480.00 feet;
 thence North 89 degrees 47 minutes 46 seconds East 2256.55 feet;
 thence North 04 degrees 19 minutes 45 seconds East 413.80 feet to the point of beginning.

GENERAL NOTES

- Fee ownership is vested in: Huppenbecker Land Holding Co. LLC PID Number: 07.016.0250.
- Field survey completed by E.G. Rud & Sons, Inc. BAPR17.
- Address of the surveyed premises: Unassigned.
- Bearings shown hereon are based on the McLeod County Coordinate System NAD 83 (80 ut).
- Part of the surveyed premises shown on this survey map is in Flood Zone AE (Base Flood Elevations Determined), according to Flood Insurance Rate Map No. 2705020100C by the Federal Emergency Management Agency, effective date July 7th, 2014, the Base Flood Elevation is 980 NAVD88.
- Boundary area of the surveyed premises: 31.27 Acres.
- Approximate proposed cut volume: 674,882 Cubic Yards.
- Location of utilities existing on or serving the surveyed property determined by:
 - Observed evidence collected in the process of the field survey.
 Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown hereon and additional underground utilities and/or structures may be encountered. Contact Gopher State One Call Notification Center at (851) 454-0002 for verification of utility type and field location, prior to excavation.
- Subsurface and environmental conditions were not examined or considered during the process of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of the surveyed premises.
- Aerial photo obtained from Microsoft Corp. is shown for graphical reference purposes only, the accuracies are unknown. E.G. Rud & Sons, Inc. makes no representation or warranties expressed or written with regards to said information.

POINT LAT/LONG DATA			
POINT NO.	NORTH	EAST	ELEVATION
1	211873.88	940292.82	983.417
2	214182.37	944434.21	982.334
3	214148.78	940732.17	982.977
151	213767.19	943158.47	980.819
401	214140.33	944506.87	983.243
404	213851.18	944505.84	981.551
405	213781.47	943202.85	980.384
406	213847.07	943098.85	980.805
480	213582.00	945659.16	983.253
486	214149.45	948154.23	974.004
507	214148.78	946726.74	975.425
518	213430.84	946742.37	975.825
554	213815.09	948187.42	974.570
595	213738.99	943405.96	981.768
599	213478.83	943409.78	978.404
1134	214138.51	944189.01	985.730
1320	213188.33	944188.44	976.753
1321	213243.47	945922.82	974.798
1323	214072.31	943152.08	987.330
1328	213477.38	943180.77	981.208
10000	214063.78	943401.20	988.947

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

KURT D. NELSON
 Date: 11APR17 License No. 45358

DRAWN BY: KDN		JOB NO: 1723945		DATE: 04/11/17	
CHECK BY: SNN		SCANNED <input type="checkbox"/>			
1					
2					
3					
NO.	DATE	DESCRIPTION			BY

SHEET 1 of 1

E.G. RUD & SONS, INC.
 Professional Land Surveyors
 990 5th Avenue SE, Suite 2
 Hutchinson, MN 55350
 Tel. (320) 587-2025 Fax (320) 587-2555

LEGEND

- 4 DENOTES STORM SEWER APRON
- DENOTES STORM SEWER MANHOLE
- DENOTES EXISTING CONTOURS
- DENOTES PROPOSED CONTOURS
- DENOTES TREE LINE
- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 45356
- DENOTES MCLEOD COUNTY CAST IRON MONUMENT
- DENOTES CATCH BASIN MANHOLE
- DENOTES CABLE PEDESTAL
- DENOTES SIGN

Board Workshop

June 6, 2017

Immediately following Board

AGENDA

- A. Teleworker update
- B. Long range restructuring
 - a. Space study plans

CC: Commissioners
Department Heads
Ryan Freitag