



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
88 S. PARK AVENUE, LE CENTER, MN
COMMISSION CHAMBERS
January 19, 2016**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: January 5, 2016 Minutes and Summary Minutes
RE: NWTF Valley Yelpers Gambling Application
RE: CD #22, Spur B Repair Request
2. **9:05 a.m. Claims (10 min)**
3. **9:15 a.m. Human Services (45 min)**
4. **10:00 a.m. CD #28 Public Hearing (20 min)**
5. **10:20 a.m. CD #69 Public Hearing (20 min)**
6. **10:40 a.m. Ney Center Annual Report (10 min)**
7. **10:50 a.m. Scott Gerr, MIS (10 min)**
RE: Veeam Support Options
RE: Email Encryption Maintenance Renewal Quote
RE: Computer Replacement Quote
8. **10:55 a.m. Miranda Rosa (5 min)**
RE: Drug Court Contract

9. **11:00 a.m. Human Resources (10 min)**

10. **11:10 a.m. Human Services Remodel Project Bid Award (5 min)**

11. **11:15 a.m. Darrell Pettis, County Administrator/Engineer**
RE: Out of State Travel Request for Tom Beer, ATSSA Conference in Fargo, ND
March 14-16, 2016
RE: Trailer Purchase Request
RE: Hwy 169 Mobility Study
RE: Approve HSIP Contract for Local Improvements

12. **Future Meetings**



Le Sueur County, MN

Tuesday, January 19, 2016

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: January 5, 2016 Minutes and Summary Minutes

RE: NWTF Valley Yelpers Gambling Application

RE: CD #22, Spur B Repair Request

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting January 5, 2016

The Le Sueur County Board of Commissioners met in regular session on Tuesday, January 5, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlffing, John King and Joe Connolly. Lance Wetzel and Dave Gliszinski were excused. Also present were Darrell Pettis and Brent Christian.

Darrell Pettis, County Administrator, called the meeting to order and called for nominations for the Chair of the 2016 Le Sueur County Board. On motion by Rohlffing, seconded by Connolly and unanimously approved, nominations ceased and a unanimous ballot was cast for King as 2016 Board Chair. On motion by Rohlffing, seconded by Connolly and unanimously approved, nominations ceased and a unanimous ballot was cast for Gliszinski as 2016 Board Vice Chairman.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved the agenda for the business of the day.

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board approved the consent agenda:

- Approved the December 22, 2016 County Board Minutes and Summary Minutes

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board approved the year end cases and claims for Human Services:

Financial:	\$ 16,876.00
Soc Serv:	\$ 77,137.52

Pam Simonette, Auditor Treasurer appeared before the Board with a number of items for consideration.

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board denied the waiver of penalty request by Dorothy Knish.

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board delegated their authority to review the below listed claims before payment pursuant to M.S. 375.18, Subd 1b. to the Le Sueur County Auditor-Treasurer. These claims shall be examined in accordance with the established internal accounting and administrative control procedures to ensure the proper disbursement of public funds.

Claims to be paid under the Statute by Auditor-Treasurers' approval includes:

- Bills that are discounted when paid in specific time period
- Utilities/Telephone/Sewer & Water
- Contract/Lease Payments
- Employee's Credit Card Reimbursements
- Class Registration/Reservations

Dues
 Postage
 Drug Investigation Money
 Tax Settlements/Apportionments
 License Fees
 Taxes & Special Assessments
 Bond Payments
 Septic Loans

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board dedicated reserves in the following funds for cash flow up to 40% of the Total Budgeted Expenditures.

The following is a list of the dedicated reserves for Le Sueur County for 2016:

Revenue Fund	5,178,197
Road & Bridge	7,231,125
Human Services	2,958,354
Environmental	384,418
Victim Witness	41,865
Solid Waste	1,633,425.34 (actual)
Bond Fund	858,482

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board designated the following financial institutions as depositories of funds for Le Sueur County in 2016 provided they furnish proper & sufficient collateral or surety bond, as needed for such deposits.

First National Bank	Le Center, MN.
First State Bank	Le Center, MN.
Frandsen Bank & Trust	Montgomery, MN.
First Farmers and Merchants Bank	Le Sueur, MN.
Cornerstone State Bank	Le Sueur, MN.
HomeTown Bank	Cleveland, MN.
Frandsen Bank & Trust	Waterville, MN.
Elysian Bank	Elysian, MN.
Wachovia Securities Inc.	Minneapolis, MN.
Magic Fund	Minneapolis, MN.
State Bank of New Prague	New Prague, MN.

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved the amount of interest collected on investments during the year of 2015

Total Interest Collected in 2015:	\$212,387.89
Included in the interest amount:	
Collected on daily accounts	\$ 16,144.43

Cindy Westerhouse, Human Resources Director came before the Board with several items for discussion and approval.

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved the recommendation to grant regular status to Tina Hering, full time Registered Nurse, in Public Health, effective December 23, 2015. Tina has completed the six-month probationary period.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved the recommendation to hire Kele Lukes, full time Jailer/Dispatcher in the Sheriff's Office as a Grade 6, Step 1 at \$17.07 per hour, effective December 28, 2015.

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved the recommendation to post for a full time Jailer-Dispatcher Corrections Sergeant in the Sheriff's Office as a Grade 9, Step 1 at \$20.84 per hour.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved the recommendation to hire George Phillips as a full time GIS Technician in the Land Records Department as a Grade 6, Step 1 at \$17.50 per hour, effective January 19, 2016.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved the recommendation to hire Kyle Steinke as a full time Highway Maintenance Worker in the Highway Department as a Grade 6, Step 1 at \$17.50 per hour, effective January 19, 2016.

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved the recommendation to hire Amber Lazzari as a full time Agency Social Worker in Human Services as a Grade 10, Step 2 at \$22.90 per hour, effective February 1, 2016.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved the recommendation to post and request the merit list for a full time Lead Eligibility Worker in Human Services as a Grade 7, Step 1 at \$18.54 per hour.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board tabled the recommendation to post and advertise for three full time Accounting/Licensing Clerks in the Auditor – Treasurers Office as a Grade 7, Step 1 at \$18.54 per hour.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved the recommendation to accept the retirement request from Denise Osterkamp, full time Administrative Assistant III in the Planning and Zoning Department, effective March 4, 2016. Denise has been employed with Le Sueur County since June 2001.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved the recommendation to post and advertise for a full time Administrative Assistant III in the Planning and Zoning Department as a Grade 5, Step 1 at \$16.51 per hour.

Shayne Bender, County Assessor's Office came before the Board to review the 2015 Clerical Abatements and Additions to the Tax Rolls Annual Report.

On motion by Connolly, seconded by Rohlfling and unanimously approved, the Board approved the Clerical Abatements and Additions to the Annual Report from the Assessor's Office.

Administrator Pettis opened and read aloud the sealed bids for the 2016 County Legal Newspaper.

On motion by Rohlfling, seconded by Connolly and unanimously approved, the Board designated the Le Center Leader as the legal paper of the Le Sueur County Board for Financial Statements, Official Statements, Official Notices, Personal Property Lists and all legal notices required to be published in the Official Paper for the year 2016 and the Board designated the Le Sueur Herald as the second publication for the County Financial Statement for the year 2016, and accepted the legal bids for all other notices for other county newspapers, those being:
The Elysian Enterprise, New Prague Times, and Montgomery Messenger.

Administrator Pettis appeared before the Board with a number of items for consideration and approval.

On motion by Connolly, seconded by Rohlfling and unanimously approved, the Board approved the following 2016 Committee assignments:

Commissioner Gliszinski (1): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridge, Guardian Ad Litem, Transportation Alliance, Fair Board, Planning & Zoning, Work Force Council, Labor Management, Insurance Review, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Scott Joint Drainage Authority, AMC Public Safety Policy Committee, Union Negotiations, Personnel Policy Committee, Extension

Commissioner Connolly (2): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, Insurance, Deferred Compensation, Law Library, Le Sueur County Aging & Transit, MVAC/HRA, AMC General Government Policy Committee, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Scott Joint Drainage Authority

Commissioner King (3): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, Airport Commission for Le Sueur, MSSA, Joint Powers, MCIT, Transportation Alliance, Safety Committee, Greater Blue Earth River Basin Alliance (GBERBA), Ney Foundation, Le Sueur – Waseca Regional Library, AMC Health & Human Services Policy Committee and Le Sueur – Scott Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority, Regional Radio Board, Employee Reclassification Committee, Union Negotiations, Personnel Policy Committee, Extension, TH169 Coalition

Commissioner Wetzel (4): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, Le Sueur County Developmental Services (LCDS), EMS Joint Powers, MVMCOG, Cannon River Watershed, Public Health Advisory Committee, Public Health Emergency Preparedness Advisory, Family Services Collaborative, Regional Radio Board, AMC Transportation & Infrastructure Policy Committee,

Le Sueur – Rice Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority and Transportation Alliance, Employee Reclassification Committee

Commissioner Rohlfig (5): MVAC, AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, MCIT, Mental Health Advisory, Immtrack Joint Powers Board, Transportation Alliance, VIP, Scenic Byway Alliance, MN River Basins, Region 9, SBA, Le Sueur County Developmental Services (LCDS), Le Sueur – Waseca Regional Library, Mental Health Advisory, AMC Environment & Natural Resources Policy Committee, Historical Society, Le Sueur – Blue Earth Joint Drainage Authority, Airport Commission for Mankato, SHIP Community Leadership Team.

2016 Canvassing Board Members; Commissioners Rohlfig, Wetzel and Connolly

On motion by Connolly, seconded by Rohlfig and unanimously approved, the Board approved the burial of Mary Sasse in the Sharon Township Cemetery and consented to the Sasse family moving forward with creating an association in an effort to take over the currently abandoned cemetery.

On motion by Connolly, seconded by Rohlfig and unanimously approved, the Board approved the final payment in the amount of \$36,536.63 on SAP 40-626-044 and SAP 40-628-029.

On motion by Connolly, seconded by Rohlfig and unanimously approved, the following final 2015 claims were approved for payment:

Warrant #	Vendor Name	Amount
38914	A’Viands	\$ 7,237.30
38923	Bolton & Menk Inc.	\$ 7,122.00
38928	Carquest of Le Center	\$ 2,613.50
38937	Department of Corrections STS	\$ 15,066.38
38944	Frattalone Companies Inc.	\$ 9,425.00
38947	Genesis	\$ 12,426.80
38958	Johnson Aggregates	\$ 2,380.68
38961	Kris Engineering Inc.	\$ 2,329.08
38967	Le Sueur Co. Sheriff’s Dept.	\$ 4,948.20
38968	Le Sueur Co. Soil & Water Conser.Dist.	\$ 19,982.64
38972	Little Falls Machine Inc.	\$ 2,129.31
38995	River Valley Trucking & Const.	\$ 2,230.00
38998	Sanofi Pasteur Inc.	\$ 3,985.51
39001	S.E.H. Inc.	\$ 31,482.97
39002	Selly Excavating Inc.	\$108,400.50
39004	S.M.C. Co. Inc.	\$ 32,156.19
39005	Springsted Inc.	\$ 2,750.00
39013	Supreme Outdoor Advertising	\$ 3,400.00
39015	Technical Solutions of Madison Lake Inc.	\$ 2,753.30
39020	Traxler Construction Inc.	\$ 5,275.79

39033 Xerox Business Services LLC \$ 5,594.06

101 Claims paid less than \$2,000.00: \$ 42,518.05
21 Claims paid more than \$2,000.00: \$283,689.21
122 Total all claims paid: \$326,207.26

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board adjourned until Tuesday January 19, 2016 at 9:00 a.m.

ATTEST: _____
Le Sueur County Administrator Le Sueur County Chairman

Summary Minutes of Le Sueur County Board of Commissioners Meeting, January 5, 2016

- This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at www.co.le-sueur.mn.us.
- The Le Sueur County Board of Commissioners met in regular session on Tuesday, January 5, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlffing, John King and Joe Connolly. Lance Wetzel and Dave Gliszinski were excused. Also present were Darrell Pettis and Brent Christian.
- Darrell Pettis, County Administrator, called the meeting to order and called for nominations for the Chair of the 2016 Le Sueur County Board. On motion by Rohlffing, seconded by Connolly and unanimously approved, nominations ceased and a unanimous ballot was cast for King as 2016 Board Chair. On motion by Rohlffing, seconded by Connolly and unanimously approved, nominations ceased and a unanimous ballot was cast for Gliszinski as 2016 Board Vice Chairman.
- The Board approved the agenda for the business of the day. (Connolly-Rohlffing)
- The Board approved the consent agenda: (Rohlffing-Connolly)
- Approved the December 22, 2016 County Board Minutes and Summary Minutes
- The Board approved the year end cases and claims for Human Services: Financial: \$ 16,876.00 and Soc Serv: \$ 77,137.52 (Rohlffing-Connolly)
- The Board denied the waiver of penalty request by Dorothy Knish. (Rohlffing-Connolly)
- The Board delegated their authority to review the below listed claims before payment pursuant to M.S. 375.18, Subd 1b. to the Le Sueur County Auditor-Treasurer. Claims to be paid under the Statute by Auditor-Treasurers' approval include Bills that are discounted when paid in specific time period, Utilities/Telephone/Sewer & Water, Contract/Lease Payments, Employee's Credit Card Reimbursements, Class Registration/Reservations, Dues, Postage, Drug Investigation Money, Tax Settlements and Apportionments, License Fees, Taxes & Special Assessments, Bond Payments, Septic Loans. (Rohlffing-Connolly)
- The Board dedicated reserves in the following funds for cash flow up to 40% of the Total Budgeted Expenditures. (Connolly-Rohlffing)

The following is a list of the dedicated reserves for Le Sueur County for 2016:

Revenue Fund	5,178,197
Road & Bridge	7,231,125
Human Services	2,958,354
Environmental	384,418
Victim Witness	41,865
Solid Waste	1,633,425.34 (actual)
Bond Fund	858,482

- The Board designated the following financial institutions as depositories of funds for Le Sueur County in 2016 provided they furnish proper & sufficient collateral or surety bond, as needed for such deposits. (Rohlffing-Connolly)

First National Bank	Le Center, MN.
First State Bank	Le Center, MN.
Frandsen Bank & Trust	Montgomery, MN.
First Farmers and Merchants Bank	Le Sueur, MN.
Cornerstone State Bank	Le Sueur, MN.
HomeTown Bank	Cleveland, MN.
Frandsen Bank & Trust	Waterville, MN.
Elysian Bank	Elysian, MN.
Wachovia Securities Inc.	Minneapolis, MN.
Magic Fund	Minneapolis, MN.
State Bank of New Prague	New Prague, MN.

- The Board approved the total amount of interest collected on investments during the year of 2015 as \$212,387.89. (Connolly-Rohlfing)
- The Board approved to grant regular status to Tina Hering, full time Registered Nurse, in Public Health, effective December 23, 2015. (Connolly-Rohlfing)
- The Board approved the recommendation to hire Kele Lukes, full time Jailer/Dispatcher in the Sheriff's Office as a Grade 6, Step 1 at \$17.07 per hour, effective December 28, 2015. (Rohlfing-Connolly)
- On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved to post for a full time Jailer-Dispatcher Corrections Sergeant in the Sheriff's Office as a Grade 9, Step 1 at \$20.84 per hour. (Connolly-Rohlfing)
- The Board approved to hire George Phillips as a full time GIS Technician in the Land Records Department as a Grade 6, Step 1 at \$17.50 per hour, effective January 19, 2016. (Rohlfing-Connolly)
- The Board approved to hire Kyle Steinke as a full time Highway Maintenance Worker in the Highway Department as a Grade 6, Step 1 at \$17.50 per hour, effective January 19, 2016. (Rohlfing-Connolly)
- The Board approved to hire Amber Lazzari as a full time Agency Social Worker in Human Services as a Grade 10, Step 2 at \$22.90 per hour, effective February 1, 2016. (Connolly-Rohlfing)
- The Board approved to post and request the merit list for a full time Lead Eligibility Worker in Human Services as a Grade 7, Step 1 at \$18.54 per hour. (Rohlfing-Connolly)
- The Board tabled the recommendation to post and advertise for three full time Accounting/Licensing Clerks in the Auditor – Treasurers Office as a Grade 7, Step 1 at \$18.54 per hour. (Rohlfing-Connolly)
- The Board approved to accept the retirement request from Denise Osterkamp, full time Administrative Assistant III in the Planning and Zoning Department, effective March 4, 2016. (Rohlfing-Connolly)
- The Board approved to post and advertise for a full time Administrative Assistant III in the Planning and Zoning Department as a Grade 5, Step 1 at \$16.51 per hour. (Rohlfing-Connolly)
- The Board approved the Clerical Abatements and Additions to the Annual Report from the Assessor's Office. (Connolly-Rohlfing)
- The Board designated the Le Center Leader as the legal paper of the Le Sueur County Board for Financial Statements, Official Statements, Official Notices, Personal Property Lists and all legal notices required to be published in the Official Paper for the year 2016 and the Board designated the Le Sueur Herald as the second publication for the County Financial Statement for the year 2016, and accepted the legal bids for all other notices for other county newspapers, those being: The Elysian Enterprise, New Prague Times, and Montgomery Messenger. (Rohlfing-Connolly)
- The Board approved the following 2016 Committee assignments: (Connolly-Rohlfing)
 - Commissioner Gliszinski (1): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridge, Guardian Ad Litem, Transportation Alliance, Fair Board, Planning & Zoning, Work Force Council, Labor Management, Insurance Review, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Scott Joint Drainage Authority, AMC Public Safety Policy Committee, Union Negotiations, Personnel Policy Committee, Extension
 - Commissioner Connolly (2): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, Insurance, Deferred Compensation, Law Library, Le Sueur County Aging & Transit, MVAC/HRA, AMC General Government Policy Committee, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Scott Joint Drainage Authority
 - Commissioner King (3): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, Airport Commission for Le Sueur, MSSA, Joint Powers, MCIT, Transportation Alliance, Safety Committee, Greater Blue Earth River Basin Alliance (GBERBA), Ney Foundation, Le Sueur – Waseca Regional Library, AMC Health & Human Services Policy Committee and Le Sueur – Scott Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority, Regional Radio Board, Employee Reclassification Committee, Union Negotiations, Personnel Policy Committee, Extension, TH169 Coalition
 - Commissioner Wetzel (4): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, Le Sueur County Developmental Services (LCDS), EMS Joint Powers, MVOG, Cannon River Watershed, Public Health Advisory Committee, Public

Health Emergency Preparedness Advisory, Family Services Collaborative, Regional Radio Board, AMC Transportation & Infrastructure Policy Committee, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority and Transportation Alliance, Employee Reclassification Committee Commissioner Rohlfing (5): MVAC, AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, MCIT, Mental Health Advisory, Immtrack Joint Powers Board, Transportation Alliance, VIP, Scenic Byway Alliance, MN River Basins, Region 9, SBA, Le Sueur County Developmental Services (LCDS), Le Sueur – Waseca Regional Library, Mental Health Advisory, AMC Environment & Natural Resources Policy Committee, Historical Society, Le Sueur – Blue Earth Joint Drainage Authority, Airport Commission for Mankato, SHIP Community Leadership Team.

2016 Canvassing Board Members; Commissioners Rohlfing, Wetzel and Connolly

- The Board approved the burial of Mary Sasse in the Sharon Township Cemetery and consented to the Sasse family moving forward with creating an association in an effort to take over the currently abandoned cemetery. (Connolly-Rohlfing)
- The Board approved the final payment in the amount of \$36,536.63 on SAP 40-626-044 and SAP 40-628-029. (Connolly-Rohlfing)
- The following final 2015 claims were approved for payment: (Connolly-Rohlfing)

Warrant #	Vendor Name	Amount
38914	A’Viands	\$ 7,237.30
38923	Bolton & Menk Inc.	\$ 7,122.00
38928	Carquest of Le Center	\$ 2,613.50
38937	Department of Corrections STS	\$ 15,066.38
38944	Frattalone Companies Inc.	\$ 9,425.00
38947	Genesis	\$ 12,426.80
38958	Johnson Aggregates	\$ 2,380.68
38961	Kris Engineering Inc.	\$ 2,329.08
38967	Le Sueur Co. Sheriff’s Dept.	\$ 4,948.20
38968	Le Sueur Co. Soil & Water Conser.Dist.	\$ 19,982.64
38972	Little Falls Machine Inc.	\$ 2,129.31
38995	River Valley Trucking & Const.	\$ 2,230.00
38998	Sanofi Pasteur Inc.	\$ 3,985.51
39001	S.E.H. Inc.	\$ 31,482.97
39002	Selly Excavating Inc.	\$108,400.50
39004	S.M.C. Co. Inc.	\$ 32,156.19
39005	Springsted Inc.	\$ 2,750.00
39013	Supreme Outdoor Advertising	\$ 3,400.00
39015	Technical Solutions of Madison Lake Inc.	\$ 2,753.30
39020	Traxler Construction Inc.	\$ 5,275.79
39033	Xerox Business Services LLC	\$ 5,594.06
101	Claims paid less than \$2,000.00:	\$ 42,518.05
21	Claims paid more than \$2,000.00:	\$283,689.21
122	Total all claims paid:	\$326,207.26

- The Board adjourned until Tuesday January 19, 2016 at 9:00 a.m. (Connolly-Rohlfing)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

Minnesota Lawful Gambling
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
 - conducts lawful gambling on five or fewer days, and
 - awards less than \$50,000 in prizes during a calendar year.

Application fee for each event If application postmarked or received:	
less than 30 days before the event \$100	more than 30 days before the event \$50

ORGANIZATION INFORMATION Check # _____ \$ _____

Organization name *NWTF Valley Yelpers Chapter* Previous gambling permit number *X-33233-15-011*

Type of nonprofit organization. Check one.
 Fraternal Religious Veterans Other nonprofit organization

Mailing address City State Zip Code County
30167 271st Ave Henderson MN 56044 LeSueur

Name of chief executive officer (CEO) Daytime phone number Email address
James Legg 507-665-6300

Attach a copy of ONE of the following for proof of nonprofit status. Check one.

- Do not attach a sales tax exempt status or federal ID employer numbers as they are not proof of nonprofit status.
- Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
 Don't have a copy? This certificate must be obtained each year from:
 Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803
 - IRS income tax exemption [501(c)] letter in your organization's name.
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.
 - IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
 If your organization falls under a parent organization, attach copies of both of the following:
 a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 b. the charter or letter from your parent organization recognizing your organization as a subordinate.
 - IRS - proof previously submitted to Gambling Control Board
 If you previously submitted proof of nonprofit status from the IRS, no attachment is required.

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted (for raffles, list the site where the drawing will take place)
Caribou Gun Club

Address (do not use PO box) City Zip Code County
30649 380th St LeSueur 56058 LeSueur

Date(s) of activity (for raffles, indicate the date of the drawing)
March 10th 2016

Check the box or boxes that indicate the type of gambling activity your organization will conduct:
 Bingo* Raffles Paddlewheels* Pull-Tabs* Tipboards*

* Gambling equipment for pull-tabs, bingo paper, tipboards, and paddlewheels must be obtained from a distributor licensed by the Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

Also complete
 Page 2 of this form.

Print Form

Reset Form

To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4000.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

If the gambling premises is within city limits,
a city official must check the action that the city is taking on this application and sign the application.

The application is acknowledged with no waiting period.
 The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
 The application is denied.

Print city name _____
On behalf of the city, I acknowledge this application.

Signature of city official receiving application _____

Title _____ Date ____/____/____

If the gambling premises is located in a township, a county official must check the action that the county is taking on this application and sign the application.
A township official is not required to sign the application.

The application is acknowledged with no waiting period.
 The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.
 The application is denied.

Print county name _____
On behalf of the county, I acknowledge this application.
 Signature of county official receiving application _____

Title _____ Date ____/____/____

(Optional) TOWNSHIP: On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within township limits. [A township has no statutory authority to approve or deny an application [Minnesota Statute 349.166]]

Print township name _____

Signature of township official acknowledging application _____

Title _____ Date ____/____/____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the date of our gambling activity.

Chief executive officer's signature _____ Date 1-6-16

Complete a separate application for each gambling activity:

- one day of gambling activity
- two or more consecutive days of gambling activity,
- each day a raffle drawing is held

Send application with:

- a copy of your proof of nonprofit status, and
- application fee for each event.

Make check payable to "State of Minnesota."

To: Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Financial report and recordkeeping required

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us. Within 30 days of the activity date, complete and return the financial report form to the Gambling Control Board.

This form will be made available in alternative format (i.e. large print, Braille) upon request.
Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information requested; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If you supply the information requested,

the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data are available to: Board members, Board staff whose work requires access to the

information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this Notice was given; and anyone with your written consent.

REPAIR REQUEST

We, the undersigned landowners, do hereby request the Le Sueur County Board of Commissioners to clean out and repair Le Sueur County Ditch # ~~22~~ Spvr B located in Sec #9 Montgomery township.

Signed
Ronald Krozak

Address/Phone #
37602 Thomas LN

Montgomery mn

cell 507 720 3039

Date: 1-6-2016

Description of problem: ditch needs to be

cleaned - washed in from heavy rains

Needs repair.
Roger Ruland
1-6-16

T=Tract Number W=Wetland FW=Farmed Wetland NW=Non-Wetland	MT=Multiple Tract Number CW=Converted Wetland NA=Non-Agricultural AW=Artificial Wetland	HEL=Highly Erodible Land NHLE=Non-Highly Erodible PC=Prior Converted Wetland ECW=Exempt (Commenced) CW	MW=Minimal Effect Wetland (Exempt) MWC, MWM, MWR=Special Cond(See SCS) NC=Non-cropland NI=Non-inventoried
COUNTY	NOT TO	REPRODUCED	CROP
LE SUEUR	SCALE	1999	YEAR 2000

PHOTO NO
H5-L

WARNING: Contact NRCS before draining, dredging, filling, or leveling any wet areas or wetland coded fields or improving, modifying or maintaining an existing drainage system

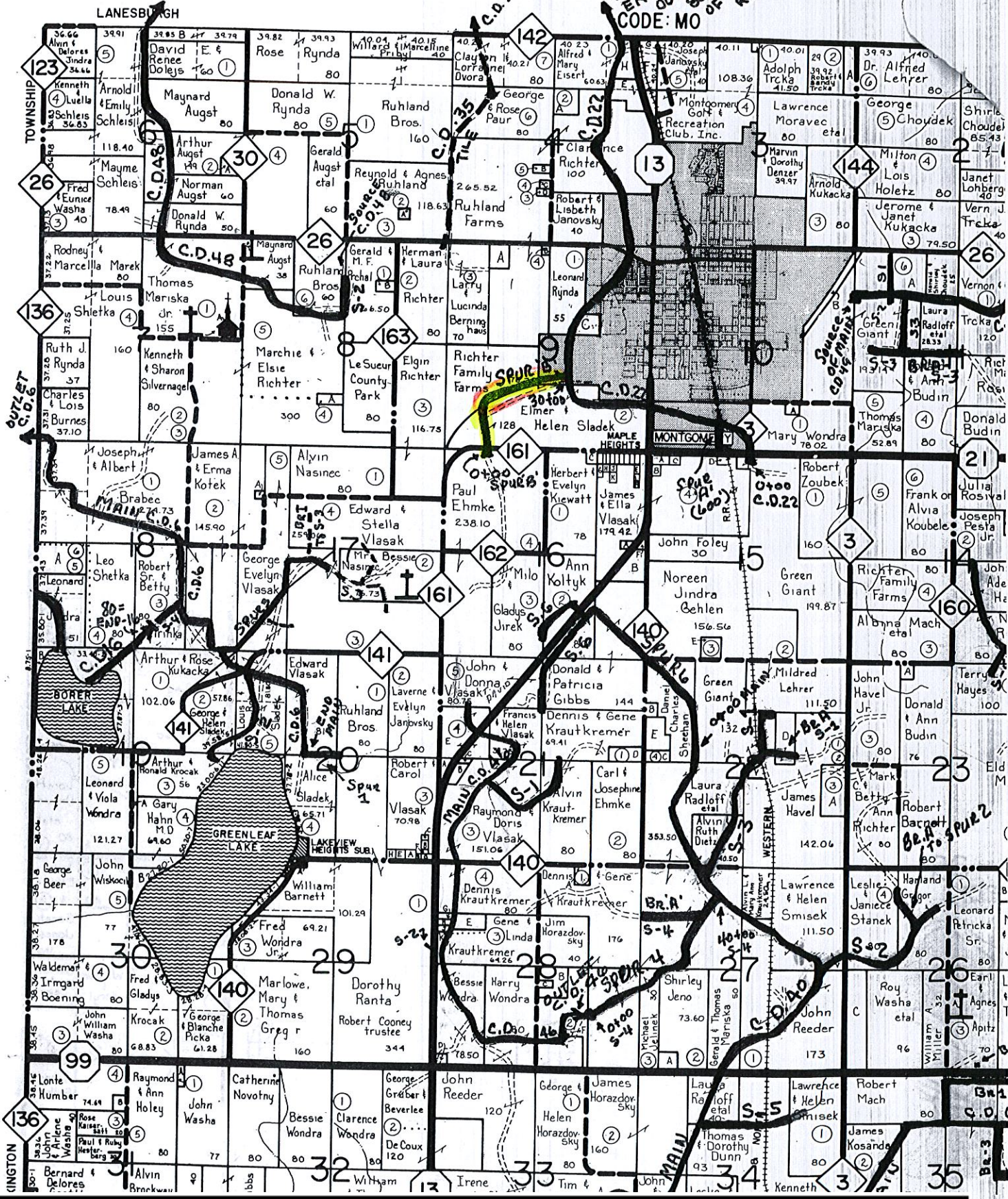




MAP OF MONTGOMERY

TOWNSHIP: III N.

166+00 = END C.D. 22
OUTLET
CODE: MO OF TOWN





Le Sueur County, MN

Tuesday, January 19, 2016

Board Meeting

Item 2

9:05 a.m. Claims (10 min)

Staff Contact:



Le Sueur County, MN

Tuesday, January 19, 2016

Board Meeting

Item 3

9:15 a.m. Human Services (45 min)

Staff Contact:



Department of Human Services

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057-1646
507-357-2251 • FAX 507-357-6122

Human Services Board Agenda January 19, 2015 @ 9:15 a.m.

100- PRESENTATIONS:

- 101 - Updated Organizational Chart 2016
- 102 - Introduction of New Staff -
 - Sara Junker (Agency Social Worker)
 - Amanda Worrell (Agency Social Worker)

200- INFORMATIONAL ITEMS:

- 210- Finance Graphs/Report;
- 220- Income Maintenance/Child Support Graphs;
- 230- Family Services Graphs-
 - 231- Social Services Team
 - 232- Child Services Team
 - 242.1- Out Of Home Placement Report
 - 242.2- In-Home Family Therapy Report;
 - 233- Behavioral Health Team

300- BOARD APPROVAL ITEMS:

- 310 - Child Support Cooperative Agreement 2016-17
- 320 - Minnesota Valley Action Council Contract and Notice of Funds
- 330 - Counseling Services of Southern Minnesota Contract
- 340 - Blue Earth County Human Services Psychiatry Contract
- 350 - Commissioner's Warrants

Minnesota State/County Child Support Program Cooperative Agreement

**CY 2016-2017 STATE/COUNTY COOPERATIVE AGREEMENT
COVERING THE ADMINISTRATION OF CHILD SUPPORT AND
ESTABLISHMENT OF PATERNITY AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN**

**The
State of Minnesota
Department of Human Services
and**

Le Sueur County

TABLE OF CONTENTS

1.	Definitions	1
1.1	Administrative Instructions	1
1.2	Business Day	1
1.3	Calendar Day	1
1.4	Central Registry	1
1.5	Cooperating Agency	2
1.6	Cooperative Arrangement	2
1.7	Cooperative Agreement Manager	2
1.8	Cooperative Agreement Review Committee	2
1.9	County Attorney	2
1.10	Governing Board of a County	2
1.11	IV-D Program	2
1.12	Participant	2
1.13	Parties	2
1.14	PRISM	2
1.15	Program Instructions	3
1.16	IV-D Program Requirements	3
1.17	State Disbursement Unit	3
1.18	User Documentation	3
2.	Appointment of Cooperative Agreement Manager	3
3.	COUNTY's Duties and Responsibilities	3
3.1	General Requirements	3
3.1.1	Policy Conflict	4
3.2	Provide Services	4
3.2.1	Provide Customer Service	4
3.3	Hold Harmless	4
3.4	Cooperative Arrangements	4
3.5	Purchase of Service Agreements	5
3.6	Notification of Appeals	5
3.6.1	Notice of Substantive Adverse Decisions	5
3.7	Internet Access	5
3.8	Provide Information	5
3.9	Information Technology Security	5
3.9.1	COUNTY Security Officer	5
3.9.2	Security Manual	5
3.10	Cooperation with Other Agencies	5
3.11	Providing Resources to Improve Support in Minnesota (PRISM)	5
3.11.1	Maintain Automation Equipment	6
3.11.2	No Alteration of Software	6
3.11.3	Authorized Access to Automation Equipment	6
3.12	Cost-Sharing Allocation Plan COUNTY Budget	6
3.13	COUNTY Budget	6
3.14	Maintain PRISM Financial Records	6
3.14.1	Enter Court Order and Balance Information	6
3.14.2	Receipt and Disbursement (R&D) Adjustments	6
3.15	Failure to Maintain PRISM Financial Records	7
3.16	Reimbursement for Failure to Follow Policy and Instructions	7
3.17	Collections, Receipts, and Disbursements	7
3.18	Records Maintenance	7
3.19	Confidentiality of Records	7

3.19.1	Cooperating Agencies and Compliance with Regulations	7
3.19.2	Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program.	8
3.19.3	Other Parties Requesting Access to PRISM or PRISM Information	8
3.19.4	Not a "Business Associate Agreement."	8
3.20	Federal Parent Locator Service	8
3.21	IRS Cooperative agreement Language for General Services	9
3.21.1	Performance	9
3.21.2	Criminal/Civil Sanctions	10
3.21.3	Inspection	12
3.20	Bonding	12
4.	STATE's Duties and Responsibilities	12
4.1	General Requirements	12
4.2	Child Support Division (CSD) Memos/Child Support Bulletins	12
4.3	Program Instructions	12
4.3.1	Program Instruction Change	13
4.3.2	Reasonable Time Period to Implement	13
4.3.3	Extension of Time Period to Implement	13
4.4	Monitoring	13
4.5	Comprehensive Training	13
4.6	Information to the Public	13
4.7	Standard Cooperative Agreements	13
4.8	Central Registry	14
4.9	PRISM Maintenance	14
4.10	PRISM Enhancement	14
4.11	Ownership of Software	14
4.12	Tax Intercept	14
4.13	New Hire Reporting	14
4.14	Provide Direct Program Assistance to COUNTY	14
4.15	Delegation of Authority	14
4.16	Confidentiality of Records	14
5.	Procurement	14
5.1	Equipment	14
6.	Allocations	15
6.1	Standards of Performance and Performance Based Allocation	15
6.2	County Contribution	15
7.	Funding	15
8.	Federal Reimbursement	16
8.1	County Income Maintenance Claims	16
8.1.1	County-Wide Indirect Claim	16
8.2	Adjusted Reimbursement Claims	16
8.3	Non-Compliance	17
8.3.1	Compliance Review	17
8.3.2	Advance Notice	17
8.4	Disallowances	17
8.5	Conditions of Payment	17
8.6	Payment Recoupment	18
9.	Program Operation: Records, Reporting, Monitoring and Security	18

9.1	Record Keeping Requirements	18
9.2	Records Maintenance	18
9.3	Records Availability	18
9.4	Federal or State Authority to Review Documents	18
9.5	Records Security and Access	19
10.	Annual Audit	19
10.1	Compliance with Single Audit Act	19
10.2	State Audits	19
10.3	Audit Disallowance	19
10.3.1	COUNTY's Liability	19
10.3.2	Fiscal Sanction	19
10.4	Audit Adjustments	19
10.4.1	Audit Adjustment Determination	19
10.4.2	Payment Adjustments	20
11	Administrative Review	20
11.1	Review Process	20
11.2	Administrative Appeal	20
11.2.1	Notice of Demand for Appeal	20
11.2.2	Process	20
11.2.3	Policy Disputes: Limited Reimbursement Guarantee	21
12.	General Provisions	21
12.1	Non-Discrimination	21
12.1.1	Notification to Employees and other affected parties	21
12.1.2	Compliance with Department of Human Rights Statues	22
12.2	Lobbying Certification	22
12.3	Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions Debarment Certification	22
12.3.1	Subcontractor Debarment.	22
12.4	Prohibitions on Weapons	23
12.5	Provisions of Services and Programs	23
12.5.1	Funding Limitations	23
12.5.2	COUNTY Funding	23
12.5.3	Lawful Power and Duties	23
12.6	Data Disclosure	23
12.7	Liability	24
12.8	Voter Registration Requirement	24
12.9	Conditions on the Parties' Obligations	24
12.10	Governing Law, Jurisdiction, and Venue	24
12.11	Severability	24
12.12	Assignment, Amendments, Waiver, and Cooperative Agreement Complete	24
12.12.1	Assignment	24
12.12.2	Amendments	24
12.12.3	Waiver	24
12.12.4	Cooperative Agreement Complete	24
12.12.5	Effective Date	25
	Attachment A: Cooperative Arrangement	
	Attachment B: Budget Estimate	
	Attachment C: Certification Regarding Lobbying	
	Attachment D: Disclosure of Lobbying Activities	
	Attachment E: Certification Regarding Debarment and Suspension	

**CY 2016-2017 STATE/COUNTY COOPERATIVE AGREEMENT
COVERING THE ADMINISTRATION OF CHILD SUPPORT AND
ESTABLISHMENT OF PATERNITY AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN**

**The
State of Minnesota
Department of Human Services
and**

Le Sueur County

THIS COOPERATIVE AGREEMENT is made and entered into for the period of January 1, 2016, through December 31, 2017, by and between the State of Minnesota Department of Human Services, hereinafter referred to as "STATE," and the Governing Board of Le Sueur County and its designated Child Support Office, hereinafter referred to as "COUNTY".

WHEREAS, the Department of Human Services (STATE), through its Child Support Division is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59; and

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

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

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

1. **Definitions.** The following definitions apply to the terms used in this Cooperative Agreement unless the context clearly requires otherwise:
 - 1.1 **Administrative Instructions.** Administrative instructions are from the STATE to the COUNTY on administrative or financial matters.
 - 1.2 **Business Day.** Business day means a day on which STATE offices are open for regular business.
 - 1.3 **Calendar Day.** Calendar day means each day shown on the calendar, including weekends and holidays.
 - 1.4 **Central Registry.** The Central Registry is the unit of government responsible for receiving, disseminating, and overseeing the processing of all incoming interstate IV-D cases.

- 1.5 Cooperating Agency.** A Cooperating Agency is the Sheriff or County Attorney, who provides child support services for the COUNTY, pursuant to a Cooperative Arrangement. "Cooperating Agencies" refers to both the Sheriff and the County Attorney.
- 1.6 Cooperative Arrangement.** A Cooperative Arrangement is a standard template that is attached to the Cooperative Agreement as Attachment A. This standard template must be used by the COUNTY when securing services from the County Attorney and Sheriff for the operation of the IV-D Program.
- 1.7 Cooperative Agreement Manager.** The Cooperative Agreement Manager is the contact person for each of the parties. The STATE's Cooperative Agreement Manager is the official contact with the COUNTY and is responsible for enforcing provisions of the Cooperative Agreement and assuring the provisions are carried out by the COUNTY.
- 1.8 Cooperative Agreement Review Committee (CARC).** The CARC shall be responsible for representing the County and County Attorney offices in seeking policy dispute resolution under this Cooperative Agreement and Arrangement. The CARC shall be appointed by the CSD director, in consultation with Counties and County Attorneys, and shall be comprised of three County Directors and three County Attorneys.
- 1.9 County Attorney.** County Attorney means the attorney under Minnesota Statutes, chapter 388 and section 393.11, subdivision 2, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.10 Governing Board of a County.** The Governing Board of a County means the governing body of the local unit of government responsible for the administration of public welfare, including child support, in the county or multi-county area. This can include County Boards, organized under Minnesota Statutes, Chapter 375 local social service agencies, organized under Minnesota Statutes, Chapter 393, Hospital Commissions, as empowered by Minnesota Statutes, Chapter 393, Human Services Boards, organized under Minnesota Statutes, Chapter 402, Service Delivery Authorities, organized under Chapter 402A, or any other local unit of government which is responsible for the administration of child support enforcement services for the local area.
- 1.11 IV-D Program.** The Minnesota programs provided for by Title IV-D of the federal Social Security Act, in accordance with the language of Minnesota Statutes, sections 256.741 and 518A and other state and federal statutes, federal regulations, and controlling court cases in effect during the term of this Cooperative Agreement..
- 1.12 Participant.** A participant is an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.
- 1.13 Parties.** The Parties STATE and COUNTY collectively.
- 1.14 PRISM.** "PRISM" means the state-wide child support database and associated programming which is owned and maintained by the STATE.

- 1.15 Program Instructions.** Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.
- 1.16 IV-D Program Requirements.** Program Requirements are the state and federal law requirements of the IV-D program.
- 1.17 State Disbursement Unit (SDU).** The SDU is the unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Minnesota Child Support Payment Center (CSPC), located in St. Paul, Minnesota.
- 1.18 User Documentation.** User documentation is material contained in DHS eMilo and SIR MILO and is available at: www.dhssir.cty.dhs.state.mn.us/PRISM.
- 2. Appointment of Cooperative Agreement Manager.** Each of the parties shall have a Cooperative Agreement Manager. The STATE's Cooperative Agreement Manager is the Child Support Division (CSD) Division Director or designee. The COUNTY's Cooperative Agreement Manager is the individual responsible for administration of the Cooperative Agreement as designated by the Governing Board of the COUNTY.
- 3. COUNTY's Duties and Responsibilities. The COUNTY shall:**
- 3.1 General Requirements.** Implement and administer the responsibilities specified in this Cooperative Agreement pursuant to the requirements of the IV-D Program. The COUNTY agrees that the functions performed and services provided or purchased by the COUNTY, as specified in this Cooperative Agreement, shall be in accordance with applicable state and federal law, the Minnesota Child Support Procedures Manual (eMILO and SIR MILO), DHS and the federal Office of Child Support Enforcement (OCSE) published material and correspondence, county messages, state and federally approved corrective action plans, and fiscal audits as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

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

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

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

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

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

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

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

Submit copies of the signed Cooperative Arrangements and the three required attachments to the CSD Division Director. COUNTY shall provide a signed Copy of each Cooperative Arrangement to the CSD Division Director no later than March 31, 2016, in order to claim IV-D FFP reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

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

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

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

- 3.5 Purchase of Services Agreements.** As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The COUNTY must fully document its determination that the amounts are reasonable and necessary in the COUNTY records. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3. STATE supervision of purchase of service agreements is limited to those for which federal financial participation (FFP) is available under the IV-D regulations.
- 3.6 Notification of Appeals.** With the County Attorney, notify the CSD Division Director within 7 business days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the parties or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.
- 3.6.1 Notice of Substantive Adverse Decisions.** The COUNTY shall also report to the CSD Division Director any child support orders or judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
- 3.7 Internet Access.** Have and maintain access to the Internet for all of the COUNTY caseworkers.
- 3.8 Provide Information.** Provide any information requested for state and federal program reviews and audits.
- 3.9 Information Technology Security.** Provide for information technology security in accordance with the STATE's policies and procedures.
- 3.9.1 COUNTY Security Officer.** Designate an employee as COUNTY Security Officer or Backup COUNTY Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.
- 3.9.2 Security Manual.** Adhere to the STATE's policies and procedures as provided in, the DHS Data Practices Manual, DHS Information Policy Standards, CSD program instructions, and instructions from the DHS office of Information Security.
- 3.10 Cooperation with Other Agencies.** Agree that the COUNTY, in administering the requirements of the IV-D Program, will cooperate with other Minnesota county, tribal, and state-operated economic support agencies, and other Minnesota state agencies to the extent authorized by state and federal law.
- 3.11 Providing Resources to Improve Support in Minnesota System (PRISM).** Agree to cooperate with the operation of and to use the Providing Resources to Improve Support in Minnesota System or its successor system (both hereinafter referred to as "PRISM") as agreed upon by the STATE and the COUNTY. The COUNTY and STATE shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Cooperative Agreement. Both parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The STATE acknowledges its responsibility to maintain PRISM in maximum functional status for the benefit of all COUNTY and state

users. The STATE agrees to take all necessary actions to assure the uninterrupted availability of PRISM during normal business hours.

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

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

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

3.12 Cost-Sharing Allocation Plan. Reimburse the STATE under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support or program administration.

3.13 COUNTY Budget. Submit the annual budget, in the format prescribed by the STATE in Attachment B, to the CSD Division Director by March 31 of each year. The budget will include the projected expenditures for the COUNTY and the projected child support expenditures for each Cooperating Agency. For Cooperative Agreements signed after the first quarter, the COUNTY will submit the signed Cooperative Agreement and the projected expenditures by the end of the quarter that the Cooperative Agreement is signed.

3.14 Maintain PRISM Financial Records. Be responsible to maintain and update PRISM financial information including the following:

3.14.1 Enter Court Order and Balance Information. Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.

3.14.2 Receipt and Disbursement (R&D) Adjustments. Perform adjustments to receipt and disbursement amounts in accordance with the STATE's policies and procedures.

3.15 Failure to Maintain PRISM Financial Records. Be responsible for court-ordered reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to maintain proper PRISM financial records.

3.16 Reimbursement for Failure to Follow Policy and Instructions. Be responsible for reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to follow state and federal laws, Department of Human Services written

policy directives, program instructions, or published IV-D directives that are appropriately and timely communicated to the COUNTY by the STATE or in the case of worker error. In the event of a dispute, the COUNTY may follow the procedures under Section 11.

3.17 Collections, Receipts, and Disbursements. Pursuant to program instructions, (1) redirect all child support payments to the CSPC; and (2) forward any child support or other support related payments received by the COUNTY to the CSPC for receipting into PRISM within 24 hours.

3.18 Records Maintenance. Maintain such records, case files, reports, evaluations, or other documents that the STATE specifies as needed by the STATE for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to DHS records retention schedules or directives allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. The COUNTY must ensure that these reports comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

3.19 Confidentiality of Records. Comply with the terms of the Information Privacy and Security Agreement that has been separately executed by the parties, and with any successor agreements thereto, and with all applicable federal and state laws governing the privacy and security of personally identifiable information about a participants and others (PII). PII includes but is not limited to an individual's name, address, federal tax information, social security number, and other private data, whether maintained on PRISM or elsewhere by the COUNTY. The COUNTY shall maintain appropriate administrative safeguards to ensure all such information is adequately protected against improper access, use, and disclosure by its employees and subcontractors, and shall ensure that its employees and subcontractors receive training regarding the requirements of applicable laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA).

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

3.19.2 Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program. In the event that other individuals or other county programs request information from or access to the PRISM system through the COUNTY, the COUNTY shall recommend and grant access only for the purposes allowed by the federal and state law and regulations governing the operation

of the IV-D Program. The COUNTY will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the STATE prior to the STATE granting such access. The agreements will address compliance with relevant state and federal privacy and confidentiality laws and regulations specifying that any individual granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D Program. COUNTY and/or COUNTY security staff will have the responsibility to ensure that requested information from or access to PRISM meets the requirement of the access being for the purposes of administration of the Child Support Program. Any request that does not meet that requirement must be denied at the local level. The appropriate COUNTY Security Officer or backup security officer must approve all requests for PRISM access or PRISM information before STATE security staff will process the request. The COUNTY is responsible for ensuring that the third party complies with all data privacy laws and regulations. This provision does not prevent COUNTY from sharing information with case participants, courts, and authorized third parties pursuant to Minnesota Statutes Chapters 256; 257; 518A; 518C; 571; and section 13.46.

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

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

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

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

The COUNTY agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) The COUNTY agrees to submit requests to the FPLS solely to locate a parent for the purpose of establishing paternity, securing child support, or when applicable, to locate a parent in a paternal kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations.
- (2) The COUNTY shall educate all authorized personnel that access FPLS information on the confidentiality and security requirements of FPLS information, the safeguards required to protect FPLS information and child support program information, and the penalties for non-compliance.

- (3) The COUNTY shall restrict access to FPLS to authorized personnel who need the FPLS information to perform their official duties. The COUNTY must maintain a list of employees and subcontractors with authorized access.
- (4) The COUNTY agrees to label all reports containing FPLS and to store all material containing FPLS in a locked container when the material is not in use.
- (5) The COUNTY agrees to immediately report any incident involving unauthorized access to or disclosure of FPLS information to the STATE.

3.21 IRS Language for General Service. Agree to comply with all Internal Revenue Service (IRS) procedures and safeguards (26 United States Code, sections 6103 and 7213). Agree to the required IRS cooperative agreement language for ensuring the confidentiality of IRS information in sections 3.19.1 through 3.19.3, stated below.

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

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

- (1) All work is under the supervision of the COUNTY or the COUNTY's employees.
- (2) Any return or return information provided or made available by the IRS must be used only for carrying out the provisions of this Cooperative Agreement. The COUNTY must treat information contained in material provided by the IRS as confidential and not divulge or make it known in any manner to any person except as may be necessary in the performance of this Cooperative Agreement. Disclosure to anyone other than an officer or employee of the COUNTY is prohibited.
- (3) All returns and return information provided by the IRS must be accounted for upon receipt, and properly stored before, during, and after processing. In addition, all related output are given the same level of protection as required for the source material.
- (4) The COUNTY certifies that the IRS data processed during the performance of this Cooperative Agreement will be completely purged from all data storage components of its computer facility, and that the COUNTY retains no output is retained at the time the work is completed. If immediate purging of all data storage components is not possible, the COUNTY certifies that it safeguards any IRS data remaining in any storage component to prevent unauthorized disclosures.
- (5) The COUNTY must give the STATE or its designee any spoilage or any intermediate hard copy printout that may result during the processing of IRS data. When this is not possible, the COUNTY is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the STATE or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.

- (6) All computer systems processing, storing, or transmitting Federal tax information provided by the IRS must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) The COUNTY shall not subcontract work involving Federal tax information furnished under this Cooperative Agreement without prior written notice to the IRS, pursuant to IRS Publication 1075, Section 11.3. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- (8) The COUNTY must maintain a list of employees and subcontractors with authorized access. The COUNTY must provide such list to the STATE and, upon request, to the IRS reviewing office.
- (9) The STATE has the right to void the Cooperative Agreement if the COUNTY fails to provide the safeguards described above.

3.21.2 Criminal/Civil Sanctions:

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Cooperative Agreement. Information contained

in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Cooperative Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code sections 7213A and 7431.

- (3) Additionally, it is incumbent upon the COUNTY to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 United States Code section 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a COUNTY, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

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

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

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

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

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

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

4.1 General Requirements. Perform the duties and responsibilities specified in this Cooperative Agreement in accordance with the state and federal statutes, federal regulations, and controlling court cases, in effect during the term of this Cooperative Agreement.

4.2 CSD Memos/Child Support Bulletins. Maintain an index, accessible to county child support staff and county attorneys, listing all the current child support county directives and child support bulletins released during the Cooperative Agreement year that apply to the IV-D Program.

4.3 Program Instructions. Provide notification of new pending program instructions, administrative instructions and IV-D requirements within 30 calendar days of first becoming aware of them.

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

4.3.1 Program Instruction Change. If, after notification of new pending program instructions, the COUNTY reasonably believes that the proposed change will have a significant financial impact on the COUNTY, the COUNTY may request a 30 calendar day comment period. The request for a comment period shall be made in writing within 10 calendar days of the notification of pending program instructions and shall be accompanied by a brief written explanation of the anticipated financial impact on the COUNTY and why the COUNTY believes the impact is significant. The comment period shall be granted if written request is timely made and if the change is not the

result of implementation of state and federal statutes, rules and regulations, court orders or settlement agreements arising from litigation.

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

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

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

- 4.4 Monitoring.** Have the discretion to monitor the COUNTY's responsibilities as defined in this Cooperative Agreement, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.
- 4.5 Comprehensive Training.** Provide comprehensive statewide training for COUNTY personnel including, but not limited to, new worker training, training related to new initiatives and PRISM enhancement, and other continuing training related to the IV-D Program. Training programs and curriculum shall be determined in consultation with the Training County Workgroup. Child Support training materials shall be made available to the COUNTY. Provision of classroom training and onsite training is subject to CSD budget limitations.
- 4.6 Information to the Public.** Provide the public with information on the Child Support Program per the requirements of 45 Code of Federal Regulations, section 302.30.
- 4.7 Standard Cooperative Agreements.** Use the standard Cooperative Agreements that conform to state and federal laws when contracting with counties.
- 4.8 Central Registry.** Provide Central Registry services to counties.
- 4.9 PRISM Maintenance.** Ensure ongoing maintenance of PRISM.
- 4.10 PRISM Enhancement.** Responsible for the modification and enhancement of the PRISM system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports COUNTY program operations and performance improvements. The STATE agrees to continue to take all necessary actions to modify the IV-A to IV-D (MAXIS/PRISM) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of PRISM.

- 4.11 **Ownership of Software.** Retain all ownership rights in any STATE owned software or modifications thereof and associated documentation designed, developed, or installed as a result of this Cooperative Agreement.
- 4.12 **Tax Intercept.** Certify arrears for tax intercept and other certifiable debts using PRISM account balances as well as receive, distribute, and disburse tax intercept funds centrally through PRISM, and make information available in PRISM and other reports.
- 4.13 **New Hire Reporting.** Ensure employer compliance with the reporting requirements under the Work Reporting System, Minnesota Statutes, section 256.998.
- 4.14 **Provide Direct Program Assistance to COUNTY.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct program assistance to the COUNTY, including assistance related to child support policy, PRISM processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.
- 4.15 **Delegation of Authority.** Delegate to the County Attorney, as set forth in Minnesota Statutes, section 393.11, subdivision 2, its authority to provide IV-D Program legal services by appearing on behalf of COUNTY in the expedited process, district court, and in appellate court. The STATE agrees to assist the County Attorney in preparation of appeals as appropriate.
- 4.16 **Confidentiality of Records.** Agree to comply with the applicable federal and state laws and STATE regulations concerning confidentiality of participant and PRISM records.

5. Procurement.

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

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

6. Allocations.

- 6.1 **Standards of Performance and Performance Based Allocation.** The STATE shall specify standards of performance and budget an allocation to the COUNTY as its proportionate share of dollars for performance based funding. The STATE shall distribute the available incentive funding under Minnesota Statutes, sections 518A.51 and 256.979, subdivision 11, to counties.
- 6.2 **COUNTY Contribution.** The COUNTY agrees that performance incentives allocated to the COUNTY must be used to supplement and not supplant other funds used to carry out the child support program. The COUNTY agrees to maintain a minimum county contribution from local budget resources. The minimum COUNTY contribution

level for CY 2016-2017 is computed with federal fiscal year 1998 as the base year. Under 45 Code of Federal Regulations, section 305.35, a base amount of spending is determined by subtracting the amount of federal and state incentive funds earned by the COUNTY program for Federal Fiscal Year 1998 from the total amount expended by the county in the program during the same year. The COUNTY must maintain this base amount of county spending in future years. The COUNTY must use incentive payments in addition to, and not in lieu of, the base amount.

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

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

7. Funding. The COUNTY agrees that the obligations of the STATE under this Cooperative Agreement are limited by and contingent upon state and federal legislative authorization and budget appropriations. If, during the term of this Cooperative Agreement, the budget appropriations which fund the STATE, the COUNTY, and services under this Cooperative Agreement are not made or are repealed or reduced by actions of the Legislature, Congress, or otherwise, the STATE's and the COUNTY's obligations under this Cooperative Agreement will be reduced or suspended accordingly.

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

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

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

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

For all claims submitted timely, the STATE will issue the reimbursement payment by Electronic Fund Transfer. Said reimbursements are subject to reduction and/or

recovery as provided in this Cooperative Agreement. Late expenditure reports will be processed in the following quarterly payment cycle.

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

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

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

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

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

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

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

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

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

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

8.5 Conditions of Payment. All services and reporting provided by the COUNTY pursuant to this Cooperative Agreement shall be performed to the satisfaction of the STATE, as determined in the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, rules and regulations. The STATE reserves the right to suspend, reduce, or terminate the distribution of child support funds to the COUNTY for services or reporting provided pursuant to Section 8.1 of this Cooperative Agreement found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.

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

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

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

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

The COUNTY shall maintain such records, reports, evaluations, or other documents that the STATE specifies are needed monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions

allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. These reports must comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

- 9.3 Records Availability.** All records maintained by the COUNTY pursuant to this Cooperative Agreement shall be available to the STATE on request and with adequate notice for inspection, examination, or audit. Except when the STATE determines that unusual circumstances exist, the STATE will give the COUNTY at least five business days written notice unless the COUNTY consents to a shorter timeframe. The STATE shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the COUNTY.
- 9.4 Federal or State Authority to Review Documents.** Notwithstanding the above, nothing in this Cooperative Agreement shall be construed to limit, modify or extinguish any federal or state legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the COUNTY or to modify or limit the COUNTY's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.
- 9.5 Records Security and Access.** Access to and confidentiality of all records and reports shall be maintained in compliance with the applicable federal and state laws, including Minnesota Statutes, Chapter 13. Each party is responsible for compliance with state and federal data privacy laws and agreements.

10. Annual Audit.

- 10.1 Compliance with Single Audit Act.** All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Office of Budget and Management (OMB) Circular A-133. The COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.
- 10.2 State Audits.** Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.
- 10.3 Audit Disallowance.**
- 10.3.1 The COUNTY's Liability.** The COUNTY shall be liable for the entire amount of the audit adjustment attributed directly to the COUNTY. If the state receives a federal audit adjustment based on a state-wide random sample, the actual amount of a disallowance against the COUNTY shall be determined pursuant to Minnesota Statutes, section 256.01, subdivision 2 (r).
- 10.3.2 Fiscal Sanction.** No fiscal sanction shall be taken against the COUNTY unless it is based upon a specific law, regulation, rule, administrative instruction, or

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

10.4 Audit Adjustments

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

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

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

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

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

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

11.2.1 Notice of Demand for Appeal. Notice of a request for an administrative appeal, along with the written appeal and all supporting documentation must be submitted to the Administrative Law Attorney (ALA) at DHS Division of Contracts, Procurement and Legal Compliance, P.O. Box 64941, 444 Lafayette Road, St. Paul, MN. 55164 within 30 calendar days of the response from the CSD Division Director pursuant to Section 11.1.

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

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

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

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

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

12. General Provisions.

12.1 Non-Discrimination. The COUNTY agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the

employee or applicant for employment is qualified pursuant to Minnesota Statutes, section 363A.02. COUNTY agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

The COUNTY must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The COUNTY agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pursuant to Minnesota Rule 5000.3550.

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

12.1.1 Notification to employees and other affected parties. The COUNTY agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and COUNTY'S obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

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

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

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

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

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

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

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

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

Approved Certifications regarding disbarment are Attachment E.

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

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

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

12.5 Provisions of Services and Programs.

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

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

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

12.6 Data Disclosure. Under Minnesota Statutes, section 270C.65, subdivision 3, and other applicable law, the COUNTY consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies and state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the COUNTY to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. The STATE will not approve this Cooperative Agreement unless these numbers are provided.

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

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

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

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

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

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

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

12.12.2 Amendments. Any amendment to this Cooperative Agreement must be in writing and will not be effective until it has been executed and approved by the same

parties who executed and approved the original Cooperative Agreement, or their successors in office.

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

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

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

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

Signature
COUNTY Executive, Board Chairperson, or Designee
Authorization attached if designee

Date

Signature
Child Support Division
Department of Human Services

Date

NOTE: A COUNTY Board resolution must be attached authorizing and naming a designee if the Executive or Chairperson of the COUNTY does not sign the Cooperative Agreement.

ATTACHMENT A

**IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT
WITH**

Le Sueur **COUNTY OFFICES OF HUMAN SERVICES,
COUNTY SHERIFF AND COUNTY ATTORNEY**

The Le Sueur County Offices of Human Services (hereinafter "COUNTY"), County Attorney (hereinafter, "County Attorney"), and County Sheriff (hereinafter "County Sheriff") hereby enter into the following Cooperative Arrangement.

RECITALS

Whereas, the County IV-D Agency (COUNTY), through the Cooperative Agreement with the Minnesota Department of Human Services and Minnesota Statutes, section 393.07, subdivision 3 is responsible for local operation of child support services; and

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

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

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

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

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

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

I. GENERAL TERMS

- A. Duration of Arrangement: It is agreed that this Cooperative Arrangement will commence on **January 1, 2016**, and will expire on **December 31, 2017**. The Cooperative Arrangement may be terminated earlier upon 60 days written notice to all other parties. This Cooperative Arrangement shall be renewed upon written agreement of all parties.

- B. Effective date for payment of federal funds. The effective date of this Cooperative Arrangement for the payment of federal funds is the first date of the quarter in which the COUNTY, County Attorney, and County Sheriff obtain all required signatures.
- C. Purpose: The purpose of the child support program is to establish paternity and secure financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act. In order to meet this purpose, this Cooperative Arrangement establishes procedures for the provision of services to the child support program by the County Attorney, and the County Sheriff.
- D. Parties: Parties” means the COUNTY and the Cooperating Agencies.
- E. Duties: The specific duties of each party are set forth more fully below. This Cooperative Arrangement also provides for reimbursing administrative costs in accordance with federal regulations and state policy .
- F. Amendments: Any amendment to this Cooperative Arrangement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Cooperative Arrangement, or their successors in office. Any amendment of this Cooperative Arrangement must be sent to the Director of the Child Support Division at the Minnesota Department of Human Services.
- G. Records: The parties will maintain all records, including financial records, related to all services provided under this Cooperative Arrangement for the longer of five (5) years or as otherwise provided by law. Record maintenance will be in accordance with all federal, state, and local reporting and safeguarding requirements. Records related to services provided under this Cooperative Arrangement will be made available and subject to state and federal review and audit.

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

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

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

- H. Applicable Laws and Policies: All parties will comply with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but

not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes.

1. Policy Dispute

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

a. CARC Review

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

b. Procedure

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

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

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

I. Monitoring and Corrective Action:

The COUNTY's performance, as set forth in this Cooperative Arrangement, may be monitored by the STATE as needed to ensure effective implementation of its terms and to identify problems that affect the delivery of services covered by the Cooperative Arrangement. The State may direct the COUNTY to develop corrective action plans as necessary to avoid fiscal sanctions which may result if the COUNTY does not meet its obligation under this Cooperative Arrangement. The COUNTY must notify the STATE of conditions that have caused or may hinder its ability to meet its obligations under this Cooperative Arrangement. The COUNTY will develop corrective action plans and comply with them. The Cooperating Agencies agree to comply with any state or federally approved corrective action plans.

- J. FFP Reimbursement for Child Support Activities:
The COUNTY agrees to comply with the provisions of 45 Code of Federal Regulations, section 304.21, federal financial participation, in the costs of Cooperative Arrangements, as a condition for federal financial participation (FFP). The COUNTY may be reimbursed for administrative expenses incurred as a result of the activities performed under this Cooperative Arrangement. Said reimbursement shall not exceed the percentage set by federal regulations or state statutes, and it may change during a given calendar year.

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

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

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

II. Information Privacy

The requirements contained in *Information Privacy and Security Agreement (IPSA)* that has been separately executed by COUNTY and the Minnesota Department of Human Services (DHS), and any successor agreement thereto, are hereby incorporate into this Cooperative Arrangement. The IPSA, together with the provisions below, govern the parties access, use, and disclosure of protected information (as defined in the IPSA) administration of the parties' administration of relating to the Title IV-D of the Social Security Act.

- A. Confidentiality. The information exchanged under this Cooperative Arrangement shall not be disclosed to individuals or agencies other than as provided in 45 Code of Federal Regulations, section 202.50, 45 Code of Federal Regulations, section 303.21, and as provided by the laws of the State of Minnesota. Information exchanged under this Cooperative Arrangement will only be used to promote or support the administration of programs authorized to share information under Title IV-D of the Social Security Act.
- B. Data Privacy. For purposes of executing its responsibilities and to the extent set forth in this Cooperative Arrangement, all of the parties to this Cooperative Arrangement shall be part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1. To the extent permissible by law, each party's employees and agents will have access to private or confidential data maintained by the other parties to the extent necessary to carry out COUNTY's responsibilities under this Cooperative Arrangement.
- C. Duty to ensure proper handling of protected information: The COUNTY shall be responsible for training its employees (including employees of the County Human

Services Agency, County Attorney's Office, and Sheriff's Department) who are authorized to access and use protected information collected under the terms and for the purposes specified in this Cooperative Arrangement. This responsibility includes ensuring that staff are properly trained and comply with the following:

1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular, section 13.46 (welfare data);
2. Security and Confidentiality of Department of Public Safety Driver and Vehicle Service (DVS) data;
3. Internal Revenue Service (IRS) procedures and safeguards for the confidentiality and security of IRS sourced data under 26 United States Code, sections 6103 and 7213, and the penalties for misuse of IRS sourced data, under 26 United States Code, sections 7213 and 7431, and 26 Code of Federal Regulations, section 301.6103(n)-1,
4. Federal Parent Locator Service and Child Support Program information privacy and safeguards, including information derived from the National Directory of New Hires, the Debtor File, and the Federal Case Registry, and the Federal Privacy Act; and
5. Any other applicable state and federal statutes, rules, regulations, and agreements affecting the collection, storage, use and dissemination of private or confidential information.

D. Minimum necessary access to protected information: The parties shall comply with the "minimum necessary" access and disclosure standards set forth in the MGDPA. The accessing, use, and disclosure of protected information is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." Minnesota Statutes, §13.05, subd. 3.

E. Each party shall:

1. Maintain appropriate safeguards to prevent inappropriate access, use, or disclosure of protected information by its employees other than as provided for by this Cooperative Arrangement or as otherwise required by law;
2. Immediately report any inappropriate access, use, disclosure, or unauthorized access to protected information not authorized by this Cooperative Arrangement of which it becomes aware;
3. Ensure that any agents (including subcontractors), analysts, and others to whom it provides private or confidential data, agree to be bound by the same restrictions, conditions, and training that apply to it with respect to such information;
4. At termination of this Cooperative Arrangement, extend the protections of this Cooperative Arrangement to protected information collected during the course of this Cooperative Arrangement.

F. Family Violence Indicator

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

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

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

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

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

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

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

III. PROVISION OF LEGAL SERVICES

A. Duties of the COUNTY: The COUNTY shall:

1. Refer appropriate cases to the County Attorney as provided for in federal

regulations and state law and policy.

2. Supply the County Attorney with appropriate information as provided for and defined in the federal regulations, the IV-D Program, the State Plan for Support Collection and Establishment of Paternity under Title IV-D of the Social Security Act, and state policy in accordance with the Minnesota Department of Human Services Child Support Division Program Manual (DHS eMILO and SIR MILO) and other program instructions DHS may release from time to time.
3. Assist the County Attorney and the Courts in carrying out programs for establishing paternity and securing support for children from legally liable persons.
4. Notify the County Attorney about failures to comply with court-ordered child support and maintenance whenever legal action appears necessary.
5. Consult with the County Attorney about any issues of law that may arise should the COUNTY need legal advice or counsel.
6. Assist in the service of process when the opportunity occurs to serve process before referral to the County Sheriff or other contracted process server.
7. Reimburse the County Attorney for providing services as specified in this Arrangement to the extent these services are federally required activities and services as provided in federal regulation and the IV-D Program.
8. Take any actions necessary to assist the County Attorney in meeting the federally mandated performance standards as set forth below.

B. Duties of the County Attorney. The County Attorney shall:

1. Take appropriate legal action, including making court appearances, to carry out the IV-D Program. The County Attorney agrees that the functions performed and services provided shall be performed in accordance with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes. The County Attorney agrees that disagreements over policy and procedure shall be handled through the CARC via section I, paragraph H of this arrangement or through the procedures in sections 3.1.1 of the Cooperative Agreement between the STATE and the COUNTY.
2. Review evidence and determine the adequacy of the evidence for court action.

3. Act on behalf of another COUNTY or Tribal IV-D Program or County Human Services Department upon their mutual agreement or as provided by state law or policy.
4. Counsel and advise the COUNTY with regard to issues of law and procedure and act as legal advisor for the COUNTY pursuant to Minnesota Statutes, Chapter 388. The County Attorney will refrain from acting as counsel for or providing legal advice to applicants or recipients of IV-D services.
5. Inform the COUNTY of statutory and case law changes that may affect the COUNTY in any of its child support enforcement functions.
6. With the COUNTY, notify the CSD Division Director within 7 calendar days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the parties or the COUNTY. The STATE will review the appeal and consult with the COUNTY Attorney and the Office of the Attorney General as necessary.
7. In coordination with the COUNTY, report to the CSD Division Director within 7 calendar days of becoming aware of any child support judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
8. Retain records and make reports to the COUNTY, DHS, the court and law enforcement agencies as required by federal regulations and state policies for the effective and efficient administration of the IV-D Program.
9. Fully cooperate with the COUNTY and DHS with respect to the monitoring and evaluating activities pertaining to this Cooperative Arrangement.
10. Dedicate the necessary staff and equipment necessary to meet the performance standards set forth below.
11. Determine whether handling any particular case would constitute a conflict of interest or otherwise be professionally improper. If so, the County Attorney may select another attorney to handle the case at the same compensation rate as provided in this Cooperative Arrangement. The County Attorney shall require and ensure that the other attorney complies with the terms and conditions of this agreement.
12. Sign off, along with the COUNTY, on any corrective action plans developed as a result of deficiencies noted during a county review.
13. Prepare pleadings, including summons, petitions, orders to show cause, motions, and other necessary legal documents. Utilize relevant PRISM documents as consistent with eFiling and eService requirements. Draft interim orders. Prepare court orders, temporary orders, and judgments as necessary.
14. Cooperate with county, tribal, and state-operated economic support

agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the IV-D Program.

15. Attend, if available, relevant training sessions provided by the COUNTY or the STATE.
16. Meet with the COUNTY Child Support Director as requested regarding policy and procedural issues.

C. County Attorney Performance Standards. The County Attorney shall:

1. In recognition of the Family Support Act of 1988, Public Law 100-485, and the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, the COUNTY and County Attorney will collaborate to meet the federally determined time limits for services as set forth by federal law and in accordance with Minnesota law, regulations, and policy. The federal time limits (including, but not limited to, those found at 45 Code of Federal Regulations, sections 303.2 through 303.11, 303.30 through 303.31, 303.72, 303.100 through 303.102, 305.20, 42 United States Code, section 453A, and 42 United States Code, section 466(a)(10)) will be the primary standard against which performance under this Cooperative Arrangement will be measured.
2. Promptly notify the COUNTY of any actions that the COUNTY must take in order for the County Attorney to meet these performance standards.
3. Communicate with the COUNTY concerning child support cases prior to hearings;
4. Communicate, to the extent practicable, with opposing counsel prior to hearings;
5. Reserve, to the extent that it is within the County Attorney's control, the necessary time and resources necessary to effectuate the timely resolution of child support legal issues;
6. Meet all timeframes for taking legal actions and establishing and enforcing orders as set forth in the federal regulations and state policies, recognizing exigent circumstance..
7. Cooperate with the COUNTY to meet federal timeframes for IV-D Program services:
 - i. Within 90 calendar days of locating the alleged father or noncustodial parent, establish paternity and establish an order for support or complete service of process necessary to commence proceedings.
 - ii. For cases in which service of process is necessary, establish paternity and establish an order for support:

- Within six months in 75% of the cases, and
- within twelve months in 90% of the cases.

- iii. From the date of service of process:
 - Within 180 calendar days of receiving a request for review or locating the non-requesting parent, review and adjust the order or determine that the order should not be adjusted.

- 8. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Arrangement with or sub-contracts/Cooperative Agreements with the Department of Human Services.

- D. Reimbursement: Reimbursement to the County Attorney shall be for the actual cost of providing services to the COUNTY incurred by the County Attorney's office. Payments claimed and paid shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, Chapter 388.

The County Attorney is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming Federal Financial Participation (FFP) reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.

- 1. County Attorney Time: The County Attorney must track and account for attorney time expended on IV-D cases. If the IV-D program dedicates staff at 100% to eligible IV-D activities under Federal Regulations, the County Attorney may seek reimbursement for 100% of eligible staff time. For attorneys and staff that work on eligible IV-D cases less than 100% of the time, the attorney and staff time may be accounted for in one of two ways:
 - i. *Hourly Cost Method*. The County Attorney may track County Attorney and support staff time on an hourly basis; OR
 - ii. *Time Study/Salary Method*. The County Attorney may use a periodic time study to determine the proportion of time the County Attorney staff spends on IV-D Program activity versus all other activity. The office must regularly complete time studies. The study will be completed as follows:
 - a. All County Attorney staff providing IV-D Program services will complete a week-long time study each month. The study will record time spent on IV-D Program activity.
 - b. The results of each study will determine that percentage of time spent per staff person for IV-D Program services in relation to that person's total hours worked per month.
 - c. Reimbursement will be determined by applying the percentage of time determined to have been used for IV-D Program activity for an individual staff member to that individual's direct salary and benefits costs.

2. County Attorney Costs: The County Attorney must track and account for costs expended on IV-D cases. Direct costs must be accounted and claimed. Indirect costs may be claimed in accordance with Federal Regulations, 22 Code of Federal Regulations, section 225, and OMB circular A-87, but the County Attorney, in cooperation with the COUNTY, must ensure that indirect costs are not double counted (i.e. claimed by both the COUNTY and County Attorney).
3. Reimbursement Estimate: The cost of providing eligible IV-D cases services to the COUNTY in the fiscal year proceeding this contract was: \$65,500.00. Attached is documentation of how this cost was calculated.

The estimated cost for the applicable fiscal years of this contract, years 2016 & 2017, is \$70,000.00 and \$70,000.00 respectively. If the estimated costs in the contract years exceeded the actual cost in the preceding fiscal year by more than 3%, a document is attached explaining the reason and method of calculating the prospective increase.

The parties realize that the actual costs incurred and claimed by the County Attorney may exceed or stay below the estimated costs due to exigent circumstances.

E. Reimbursement Terms:

1. The County Attorney will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. If the COUNTY determines that the County Attorney is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Attorney will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section 111.C., delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

IV. PROVISION OF SERVICES BY THE COUNTY SHERIFF

A. Duties of the COUNTY. The COUNTY shall:

1. Supply appropriate information as provided for and defined in federal regulations and state law and policy.

2. Reimburse the County Sheriff for the provision of services as specified in this Cooperative Arrangement to the extent that those services are federally required activities and services as provided in the federal regulations and the IV-D Program.

B. Duties of the County Sheriff. The Sheriff shall:

1. Process Service:

- a. Upon request, provide services to the COUNTY by performing service of process in Title IV-D cases, including, but not limited to, the service of summons, complaints, orders to show cause, motions, court orders, subpoenas, warrants, and writs of attachment.
- b. Make diligent attempts to serve legal papers on IV-D participants believed to be residing in the county.
- c. Document all service of process and attempted service of process by providing a proof of (attempted) service in the form of a server's affidavit or certificate of service. The affidavit or certificate must state the date, time and place of service, whether the respondent was personally served. For serving a summons, the server must also endorse the summons and indicate thereon the time and date, the place and manner of service, and upon whom service was made.

2. Execution of Warrants

- a. Check the records for outstanding child support warrants, whenever civil papers are served on any person or an arrest is made for any reason.
- b. With due diligence, execute bench warrants, and orders for arrest or commitment in IV-D cases. If there are questions about the validity of said orders or the identity of the party, contact the COUNTY immediately.
- c. Return all withdrawn IV-D warrants to the COUNTY.

3. Locate Services: Respond to COUNTY requests for location information by accessing available resources such as, Crime Information Bureau and out of county and out of state law enforcement agents.

4. Security Services

- a. To provide a bailiff to be present at IV-D hearings as requested by the COUNTY, the County Attorney, or as ordered or directed by the court.
- b. Upon request, provide special security service to the COUNTY and

to the courts.

- c. Escort respondents who are in custody to hearings scheduled by the COUNTY and arrange for transportation of persons arrested in other counties.

5. Other Services

- a. Provide daily jail and Huber (work release) rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
- b. Upon request, meet with the COUNTY Child Support Director regarding policy and procedural issues.
- c. Ensure equal opportunity and equal access in service delivery – this includes the use of interpreters or procedures for acquiring translation and interpretation services when needed and the provision of reasonable accommodations or aids for people with disabilities.

C. County Sheriff's Department Standards of Performance

1. Process Service

- a. Execute due diligence by making at least three attempts to serve the respondent at each possible location furnished by the COUNTY. The Sheriff may make fewer than three service attempts at a particular location, if, after attempting service, it is determined that further attempts at that particular location would be futile.
- b. Effectuate service of process to meet due process requirements as set forth under Minnesota statutes.

2. Execution of Warrants

- a. With due diligence, execute bench warrants and arrest/commitment orders in IV-D cases.
- b. If there are questions about the validity of any warrant or the identity of the party, contact the COUNTY within 10 days.
- c. Return all withdrawn IV-D warrants to the COUNTY within 10 days of withdrawal.

3. Locate Services

- a. Respond to COUNTY requests for location information by accessing available resources such as National Crime Information Center (NCIC) and the Bureau of Criminal Apprehension (BCA) and other automated

resources with due diligence.

4. Security Services
 - a. With advanced notice, provide special security service to the COUNTY and to the courts.
5. Other Services
 - a. On a daily basis, provide daily jail and Huber rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
 - b. Meet with the COUNTY Child Support Director as requested, regarding policy and procedural issues.
 - c. Cooperate with the COUNTY to meet federal timelines for IV-D services:
 - d. Within 75 days of determining that location is necessary, access appropriate locate sources.
 - e. If service of process is necessary, service must be completed or unsuccessful attempts must be documented within 60 calendar days of identifying a delinquency, or of locating the noncustodial parent, if location is necessary.
 - f. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Agreement with the State of Minnesota Department of Human Services.

D. Reimbursement.

1. The County Sheriff will be reimbursed for the actual cost of providing services to the COUNTY incurred by the County Sheriff's office. Payments claimed shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, Chapter 387.

The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming Federal Financial Participation (FFP) reimbursement for activities in the child support enforcement program.

2. Reimbursement Estimate: The cost of providing eligible IV-D services to the COUNTY in the fiscal year proceeding this contract was: \$3840.00. Attached is documentation of how this cost was calculated.

The estimated cost for the applicable fiscal years of this contract, years 2016 & 2017, is \$4000.00 and \$4000.00 respectively. If the estimated costs in the contract years exceeded the actual cost in the preceding

fiscal year by more than 3%, a document is attached explaining the reason and method of calculating the prospective increase.

The parties realize that the actual costs incurred and claimed by the County Sheriff may exceed or stay below the estimated costs due to exigent circumstances.

E. Reimbursement Terms:

1. The County Sheriff will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.
4. If the COUNTY determines that the County Sheriff is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Sheriff will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section IV.C., delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

V. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participants (County Attorney and County Sheriff) must certify the following, as required by the regulations implementing Executive Order 12549:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

Instructions for Certification:

1. By signing and submitting this Cooperative Arrangement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective

lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549 (Debarment and Suspension). You may contact the person to which this Cooperative Arrangement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 Code of Federal Regulations, part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under title 48 of the Code of Federal Regulations, part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under Title 48 of the Code of Federal Regulations, part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this Cooperative Arrangement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Cooperative Arrangement.

THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS COOPERATIVE ARRANGEMENT, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN THIS COOPERATIVE ARRANGEMENT.

Parties:

COUNTY

Date

County Attorney

Date

County Sheriff

Date

Approved By:

Director, MN Child Support Division

Date



Tran SC Typ	Vendor	G/L Month	Receipt/Warrant NUMBER DATE	Seq #	AMOUNT	DESCRIPTION	Invoice Number	Accr Cd	Basis
DEPT 420 - Income Maintenance									
DIVISION 0640									
6200 - 6399 Services And Charges									
11- 420- 0640- 0000- 6310 - IV- D County Attorney Contract									
DI	DI	74- Christian Keogh Moran & King	01/2015	11174 01/20/2015 333	6,069.80	IV- D CONTRACT 12/01/2014 - 12/31/2014		AP	1
DI	DI	74- Christian Keogh Moran & King	02/2015	11428 02/17/2015 333	5,607.00	IV- D CONTRACT 01/01/2015 - 01/31/2015			1
DI	DI	74- Christian Keogh Moran & King	03/2015	11702 03/17/2015 333	5,348.90	IV- D CONTRACT 02/01/2015 - 02/28/2015			1
DI	DI	74- Christian Keogh Moran & King	04/2015	12025 04/21/2015 333	5,651.50	IV- D CONTRACT 03/01/2015 - 03/31/2015			1
DI	DI	74- Christian Keogh Moran & King	05/2015	12286 05/19/2015 333	6,167.70	IV- D CONTRACT 04/01/2015 - 04/30/2015			1
DI	DI	74- Christian Keogh Moran & King	06/2015	12540 06/16/2015 333	4,592.40	IV- D CONTRACT 05/01/2015 - 05/31/2015			1
DI	DI	74- Christian Keogh Moran & King	07/2015	12836 07/21/2015 333	5,095.25	IV- D CONTRACT 06/01/2015 - 06/30/2015			1
DI	DI	74- Christian Keogh Moran & King	08/2015	13112 08/18/2015 333	5,811.70	IV- D CONTRACT 07/01/2015 - 07/31/2015			1
DI	DI	74- Christian Keogh Moran & King	09/2015	13386 09/15/2015 333	5,233.20	IV- D CONTRACT 08/01/2015 - 08/31/2015			1
DI	DI	74- Christian Keogh Moran & King	10/2015	13665 10/20/2015 333	5,019.60	IV- D CONTRACT 09/01/2015 - 09/30/2015			1
11- 420- 0640- 0000- 6310 - IV- D County Attorney Contract					Total	54,597.05			
6200 - 6399 Services And Charges Total						54,597.05			
DIVISION 0640 Total						54,597.05			
DEPT 420 - Income Maintenance Total						54,597.05			
Fund 11 - Human Services Total						54,597.05			
10 Transactions					1 Accounts	Final Total			

10 months

avg: 5459.00/mo x 2 mos = 10,918
+ 54,597
65,515



Tran SC Typ	Vendor	G/L Month	Receipt/Warrant NUMBER DATE	Seq #	AMOUNT	DESCRIPTION	Invoice Number	Accr Cd	Basis
DEPT 420 - Income Maintenance									
DIVISION 0640									
6200 - 6399 Services And Charges									
11 - 420- 0640- 0000- 6311 - Sheriff Investigations - Paper Service									
DI DI	2651- Ramsey Co Sheriff Dept	01/2015	11234 01/20/2015	333	44.40	LAMBRECHT/BERG	PAPER SERV AP		1
DI DI	2179- Dakota Co Sheriff's Office	02/2015	11325 02/03/2015	333	70.00	12/23/2014 - 12/23/2014 PAPER SERV BORCHARDT	164705		1
DI DI	4119- Metro Legal Services	02/2015	11350 02/03/2015	333	42.00	01/12/2015 - 01/12/2015 SIEMIENIEWSKI PAPER SERV	2796202		1
DI DI	2219- Nicollet Co Sheriff	02/2015	11362 02/03/2015	333	65.00	01/06/2015 - 01/06/2015 ORNELAS/THOMPSON	PAPER SERV		1
DI DI	7019- Oakland Co Sheriff's Civil Divisi	02/2015	11494 02/17/2015	333	41.03	01/02/2015 - 01/02/2015 ORTIZ/POTTER	PAPER SERV		1
DI DI	2274- Rice Co Sheriff's Office	02/2015	11504 02/17/2015	333	70.00	02/03/2015 - 02/03/2015 GREGER	PAPER SERV		1
DI DI	2058- Seven County Process Servers	02/2015	11516 02/17/2015	333	55.00	01/30/2015 - 01/30/2015 LAMBRECHT/BERG	PAPER SERV		1
DI DI	2579- Waseca Co Sheriff	02/2015	11527 02/17/2015	333	65.00	02/03/2015 - 02/03/2015 REZAC PAPER SERV	0001		1
DI DI	7026- Dallas Co Sheriff	03/2015	11588 03/03/2015	333	75.00	01/02/2015 - 01/02/2015 PAPER SERV	HILL/YULE		1
DI DI	7035- Dept of Civil Process	03/2015	11708 03/17/2015	333	36.00	02/12/2015 - 02/12/2015 KRUEGER PAPER SERV			1
DI DI	7038- Marion Co Sheriff % Civil Proces	03/2015	11753 03/17/2015	333	36.00	02/27/2015 - 02/27/2015 PAPER SERV	NOGOSEK/EI		1
DI DI	6664- Pine Co Sheriff's Office	03/2015	11775 03/17/2015	333	109.90	02/24/2015 - 02/24/2015 BENJAMINSON	PAPER SERV		1
RE RE	LE SUEUR COUNTY DHS	03/2015	2349 03/25/2015	222	36.00-	02/24/2015 - 02/24/2015 CANCEL CK #11753			1
RE RE	DALLAS COUNTY SHERIFF'S OFFICE	03/2015	2383 03/31/2015	222	32.40-	JESSICA HILL/MICHAEL YULE			1
DI DI	2265- Sibley Co Sheriff's Dept	04/2015	11961 04/07/2015	333	50.00	KELTGEN/MCCONNEL	PAPER SERV		1
DI DI	4247- Steele Co Civil Process	04/2015	11968 04/07/2015	333	75.00	03/20/2015 - 03/20/2015 SCHWARTZ/HUNTER	PAPER SERV		1
DI DI	4582- Rice Co Civil Process	05/2015	12355 05/19/2015	333	70.00	03/13/2015 - 03/13/2015 ESCAMILLA/TAYLOR	2015- 504		1
DI DI	4582- Rice Co Civil Process	06/2015	12631 06/16/2015	333	70.00	05/01/2015 - 05/01/2015 PAPER SERV	HEARD/C		1
						05/21/2015 - 05/21/2015			



Tran SC Typ	Vendor	G/L Month	Receipt/Warrant NUMBER DATE	Seq #	AMOUNT	DESCRIPTION	Invoice Number	Accr Cd	Basis
11- 420- 0640- 0000- 6311 - Sheriff Investigations - Paper Service									
DI DI	1477- Polk Co Sheriff Department	07/2015	12770 07/07/2015	333	19.60	NOGOSEK PAPER SERV 06/16/2015 - 06/16/2015	19043		1
DI DI	1477- Polk Co Sheriff Department	07/2015	12903 07/21/2015	333	19.60	NOGESEK/ENGEL 06/16/2015 - 06/16/2015	PAPER SERV		1
DI DI	3150- S & J Investigations	07/2015	12912 07/21/2015	333	263.58	SCHWARTZ/HUNTER 06/27/2015 - 06/27/2015	PAPER SERV		1
DI DI	1163- Blue Earth Co Sheriff	08/2015	13106 08/18/2015	333	130.00	GIBBS/JONES- NIELSEN 07/31/2015 - 07/31/2015	BLOOD TEST		1
DI DI	4119- Metro Legal Services	08/2015	13165 08/18/2015	333	40.00	PAPER SERVICE 07/27/2015 - 07/27/2015	HEARD		1
RE RE	LE SUEUR CO DHS	08/2015	3409 08/21/2015	222	19.60-	CANCELED CK #12903			1
DI DI	4119- Metro Legal Services	09/2015	13310 09/01/2015	333	30.00	HEARD PAPER SERV 06/16/2015 - 06/16/2015	2852079		1
DI DI	7135- Hubbard Co Sheriff's Office	09/2015	13403 09/15/2015	333	60.00	PAPER SERV 08/24/2015 - 08/24/2015	GRANSEE		1
DI DI	4324- Meeker Co Sheriff's Dept	10/2015	13556 10/06/2015	333	65.70	GRANSEE 09/15/2015 - 09/15/2015	PAPER SERV		1
DI DI	4119- Metro Legal Services	10/2015	13558 10/06/2015	333	30.00	PAPER SERV 08/05/2015 - 08/05/2015	BOYD/STUBE		1
DI DI	4582- Rice Co Civil Process	10/2015	13583 10/06/2015	333	70.00	PAPER SERV 04/19/2015 - 04/19/2015	SCHWARTZ/		1
DI DI	3150- S & J Investigations	10/2015	13589 10/06/2015	333	165.46	PAPER SERV 08/25/2015 - 08/25/2015	URTUZUASTI		1
DI DI	4119- Metro Legal Services	10/2015	13701 10/20/2015	333	47.00	PAPER SERV 09/28/2015 - 09/28/2015	ENGER		1
DI DI	1163- Blue Earth Co Sheriff	11/2015	13824 11/03/2015	333	65.00	HARVEY 10/01/2015 - 10/01/2015	PAPER SERV		1
DI DI	154- Le Sueur Co Sheriff's Dept	11/2015	13860 11/03/2015	333	3,840.00	CS PAPER SERV 01/01/2015 - 09/30/2015			1
DI DI	4324- Meeker Co Sheriff's Dept	11/2015	13869 11/03/2015	333	86.40	PAPER SERV 10/06/2015 - 10/06/2015	FREDRICK, G		1
11- 420- 0640- 0000- 6311 - Sheriff Investigations - Paper Service									
					Total	5,818.67			
6200 - 6399 Services And Charges Total						5,818.67			
DIVISION 0640 Total						5,818.67			
DEPT 420 - Income Maintenance Total						5,818.67			
Fund 11 - Human Services Total						5,818.67			
34 Transactions					1 Accounts	5,818.67			

ATTACHMENT B
BUDGET WORKSHEET

I-9 PROGRAM BUDGET						
COUNTY:						
CY: 20						
I. PERSONNEL		ANNUAL BUDGET	FULL-TIME	I-9 ALLOWABLE		
ITEM	DESCRIPTION	SALARY & FRINGE	EQUIVALENT	COSTS		
2	SALARY & FRINGE	314,700		314,700		
SALARY & FRINGE TOTAL				314,700		
II. SERVICES AND CHARGES						
ITEM	DESCRIPTION	ANNUAL BUDGET	I-9 PERCENTAGE	I-9 ALLOWABLE COSTS		
3	COOPERATIVE ARRANGEMENT-COUNTY ATTORNEY	700,000		410,000		
b	COOPERATIVE ARRANGEMENT-COUNTY SHERIFF	47,500		27,000		
c	PATERNITY EXPENDITURES	1,550		890		
d	OTHER ELIGIBLE SERVICES AND CHARGES	4,000		2,640		
SERVICES AND CHARGES TOTAL				410,530		
III. INDIRECT COSTS						
ITEM	DESCRIPTION	ANNUAL BUDGET	I-9 PERCENTAGE	I-9 ALLOWABLE COSTS		
a	SUPPLIES & MATERIALS	1,000		600		
b	CAPITAL OUTLAY	-		-		
c	OTHER EXPENDITURES	1,700		1,018		
INDIRECT COSTS TOTAL				1,618		
IV. INDIRECT COSTS						
ITEM	DESCRIPTION	ANNUAL BUDGET	I-9 PERCENTAGE	I-9 ALLOWABLE COSTS		
3	HUMAN SERVICES ALLOCATED ADMINISTRATION					
b	HUMAN SERVICES COUNTYWIDE ADMINISTRATION					
INDIRECT COSTS TOTAL						
V. I-9 PROGRAM BUDGET TOTAL				810,458		
a				I-9 ALLOWABLE COSTS TOTAL 810,458		

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By _____
(Signature of Official Authorized to Sign Application)

Date: _____

For: _____
Name of Provider

Title of Program

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046
(cont.)

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF- LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participant (subcontractor) must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 Code of Federal Regulations, part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 Code of Federal Regulations, part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

MASTER CONTRACT AGREEMENT #: CY & SFY 2016 LeSueur County	CFDA #: 93.558 MFIP
--	------------------------

AGREEMENT

This Agreement is made and entered into by and between LeSueur County Human Services, hereinafter referred to as the "COUNTY", and

Minnesota Valley Action Council, Inc.
706 N. Victory Drive
Mankato, MN 56001

Social Security or Federal Identification Number: **JX41-6050353**
Minnesota State Tax Identification Number: **9465358**

hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, this Agreement is issued in anticipation of receipt of funds from the Minnesota Department of Human Services (DHS) for the purpose of providing services authorized under the:

Personal Responsibility and Work Reconciliation Act of 1998, Public Law 104-1931, Welfare Reform Bill signed April 30, 1997 (TANF/MFIP), and

WHEREAS, the PROVIDER represents itself to the COUNTY as qualified to provide the services herein agreed to, and

WHEREAS, the COUNTY is desirous of entering into an Agreement with the PROVIDER for the provision of said services, and

WHEREAS, the release of funding under this Agreement to the PROVIDER is subject to actual receipt of appropriated funds from aforementioned sources that supports the provision of employment services for individuals receiving public assistance. Funds shall be released by the COUNTY to the PROVIDER through the Notice of Funds Available (NFA) contracting method described within, and

WHEREAS, the PROVIDER is familiar with the local Consolidated Plan (biennial service agreement) and DHS Bulletins applicable to the implementation of employment services required under this Agreement and has represented to the COUNTY that it is qualified to effectively deliver said services.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

- I. Program: The foregoing recitals are made a part of this Agreement by reference. The PROVIDER shall implement the Conditions hereto attached as Exhibit A, and incorporated by reference as a part of this Agreement.
- II. Duties and Payment: No costs are eligible for reimbursement under this Agreement without a valid issued Notice of Funds Available (NFA) signed by the COUNTY and the PROVIDER.

The PROVIDER shall perform all the services described in Exhibit A and shall be reimbursed by the COUNTY for expenses up to, but not to exceed, the amount certified on the NFA.

Funds available under the Agreement are available for the period(s) indicated on the Notice of Funds Available (NFA) by program, which may be for a shorter period than indicated in the Term of Agreement below.

If any additional conditions are required based on funding sources, the appropriate conditions shall be attached to or be a part of the relevant Notice of Funds Available (NFA). Additional conditions may be work plans and budgets for new or modified activity under the Agreement. The additional conditions become part of this Agreement.

The COUNTY shall make reimbursement to the PROVIDER for program expenditures upon receipt of a monthly itemized invoice specifying the costs incurred during the previous month. Such monthly invoices shall be due and payable at intervals specified on the invoice, except that the COUNTY shall not reimburse for any costs incurred which are not in accordance with the provisions of the NFA, Exhibit A and all applicable federal, State and COUNTY regulations and policies. Payment shall adhere to the payment schedule specified in the NFA. MFIP is on a cash basis; reporting only expenditures actually paid during the quarter per DHS Bulletin 14-32-09. It is understood and agreed that in the event funding to the COUNTY is not continued at a level sufficient to allow for provision of services identified in this Agreement, the obligations of each party shall be canceled. Any cancellation of this Agreement shall be without prejudice to any obligations or liabilities of the parties already accrued prior to such cancellation.

- III. Term of Agreement: This Agreement shall be effective on **January 1, 2016**, and shall remain in effect until **December 31, 2016**, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- IV. Termination: If, at any time, funds in support of this Agreement become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by the COUNTY to the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - a. Termination without Cause: Either party to this Agreement may terminate this agreement without cause. The party will give a 30-calendar day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of the termination, in accordance with and subject to the provisions of this Agreement.
 - b. Termination for Cause: The COUNTY shall terminate the Agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to comply with any of the provisions contained in this Agreement. If the

PROVIDER fails to perform in whole or in part under this Agreement, or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten (10) working days in which to respond with a plan to correct the deficiencies agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the Agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the Agreement.

V. Disputes:

- a. The PROVIDER agrees to attempt to resolve disputes arising from the Agreement by administrative process and negotiation in lieu of litigation. Continued performance during disputes is assured.
- b. Any dispute concerning a question of fact arising under this Agreement which is not settled by informal means shall be decided by the COUNTY'S authorized representative, who shall furnish the PROVIDER with a written decision.
- c. The PROVIDER will be allowed the opportunity to offer evidence and be heard in appeal of the COUNTY'S decision. Pending final decision, the PROVIDER shall proceed in performance of this Agreement in accordance with the COUNTY'S initial decision.
- d. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided above provided that nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

VI. Grievance Procedure: The PROVIDER will follow the grievance procedure established by the COUNTY and the MN Department of Human Services to resolve issues between the PROVIDER and program participants.

VII. Records and Reports:

- a. The PROVIDER will maintain records, books, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs and activities of any nature supported by funds under this Agreement. Such records, including participant information, shall be maintained for seven years after the submission of the final report by the PROVIDER, or the COUNTY makes the final payment, whichever is later, for audit purposes. Such records will be considered the property of the COUNTY.
- b. The PROVIDER agrees that authorized representatives of the COUNTY, State and federal agencies will, during regular business hours and as often as such authorized representatives deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, which are pertinent and involve transactions relating to this Agreement.
- c. The PROVIDER further agrees to submit in a timely fashion all program reports and corrective actions as may be required by program regulations and COUNTY policies or as a result of monitoring activities.

- d. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later.

VIII. Liability:

- a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this Agreement, a fidelity bond in an amount not less than \$100,000, covering the activities of all persons authorized to receive or distribute monies.
- b. Indemnity: The PROVIDER agrees to defend, indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, employees or contractors in the performance of the services provided by this Agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this Agreement.
- c. Insurance: The PROVIDER further agrees that it will at all times during the term of this Agreement, have and keep in force:
 - 1. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than \$1,500,000 for total bodily injuries, death, personal injuries or property damage arising from one occurrence with an annual aggregate limit of not less than \$1,500,000. Such policy shall also include contractual liability coverage protecting the COUNTY, its officers, agents and employees by specific endorsement acknowledging the Agreement between the PROVIDER and the COUNTY.
 - 2. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than \$1,500,000 per accident for property damage, \$1,500,000 for bodily injury and/or damages to any one person, and \$1,500,000 for total bodily injuries and/or damages arising from any one accident.
 - 3. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the COUNTY.
- d. The PROVIDER will furnish the COUNTY certificates of bonding and insurance.
- e. The COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required.
- f. In the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage in c.1. and/or automobile liability in c.2. above, then such legal expense shall be borne by the COUNTY.

- IX. Independent Contractor: It is agreed by both parties that at all times and for all purposes within the scope of this Agreement the relationship of the PROVIDER to the COUNTY is that of an independent contractor.

X. Special Administrative Provisions: The PROVIDER agrees to administer the program in accordance with authorizing legislation, as amended, and the regulations and guidelines promulgated there under. The PROVIDER also agrees to comply with other applicable Federal and State laws. In the event that these laws, regulations or policies are amended at any time during the term of this Agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.

- a. **Audits**: The PROVIDER agrees to have an annual audit in accordance with Office of Management and Budget (OMB) Circular A-128 "Audits of State and Local Governments", or OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Organizations", and/or Super Circular 2CFR Chapter I and II, Parts 200, 215, 220, 225 and 230 as these circulars apply to the PROVIDER. The COUNTY agrees to submit to the PROVIDER, prior to the audit activity, a report that specifies the amount of federal and state funds, which comprise the total payments, made to the PROVIDER.

A copy of the audit shall be provided to the COUNTY upon its completion, but in no event later than 12 months after the end of the PROVIDER'S fiscal year.

- b. **Program Standards**: The PROVIDER agrees to comply with OMB Circulars Numbers A-21, A-87, A-110, A-122, A-133, the OMB "Common Rule" (as codified at 29 CFR 97), ASNB CO19 (Implementation Guide for OMB Circular A-87), and/or Super Circular 2 CFR Chapter I and II, Parts 200, 215, 220, 225 and 230, as these circulars relate to its particular agency in the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended.

The PROVIDER also agrees to comply with the sections of the Code of Federal Regulations relevant to the program(s) covered under this Agreement, as well as all State Instructional Bulletins and policies, as amended. The COUNTY agrees to give the PROVIDER copies of the applicable circulars, laws and regulations under which these funds are granted.

- c. **Non-Discrimination Statement**: The PROVIDER assures it will comply fully with the non-discrimination and equal opportunity provisions of the following laws prohibiting discrimination, including but not limited to:
 - i. Title VI of the Civil Rights Act of 1964 (42 USC 2000d), as amended by the Equal Employment Opportunity Act of 1972, which prohibits discrimination on the basis of race, color, religion, sex or national origin, and applies to any program or activity receiving federal financial aid, and to all employers, including State and local governments, public and private employment agencies, and labor organizations.
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as amended, which prohibits discrimination against qualified individuals with disabilities in all federally funded programs.
 - iii. The Age Discrimination Act of 1975 (42 USC 6101), as amended, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

- iv. The Americans with Disabilities Act of 1990 (42 USC 12101), as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009.
- v. Title IX of the Education Amendments of 1972 (20 USC 1681-1688), as amended, which prohibits discrimination on the basis of sex in educational programs.
- vi. Title V of the Older Americans Act of 1965 (20 CFR, Part 641.827), as amended, which generally prohibits discrimination under any program funded in whole or in part with federal funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs.
- vii. The Minnesota Human Rights Act of 1973 (Minnesota Statutes, Chapter 363A), as amended, which prohibits discrimination based on race, color, creed, religion, national origin, sex, marital status, sexual orientation, status with regard to public assistance, disability, citizenship, or age.
- viii. Equal Protection of the Laws for Faith-based and Community Organizations (EO 13279) signed December 12, 2002 which prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants, contracts and loans.
- ix. Section 508 standards and Web Content Accessibility Guidelines 2.0 (WCAG2.0) to develop and maintain accessible information and telecommunications technology system and services (HF1744/SF 1600 2009-2010). The PROVIDER will ensure that they will provide programmatic and architectural accessibility for individuals with disabilities.
- x. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), issued in 2000. This order directs Federal agencies to work to ensure that recipients of Federal Financial Assistance provide meaningful access to their LEP applicants and beneficiaries.

XI. Voter Registration: The PROVIDER shall provide non-partisan voter registration services and assistance using forms provided by the Secretary of State, to employees of the PROVIDER, program participants and the public as required by Minnesota Statutes, Section 201.162.

XII. Assignment: The PROVIDER shall neither assign nor transfer any rights or obligations under this Agreement without prior written consent of the COUNTY. The provisions of this Agreement applicable to the PROVIDER shall also be applicable to subgrants made by the PROVIDER from funds obtained under this Agreement.

XIII. Modifications: Any modifications to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement, or their successors in office.

- XIV. Debarment and Suspension Certification: The PROVIDER agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found in 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.
- XV. Lobbying Certification and Disclosure: (If applicable) The PROVIDER shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Rule. The Interim Final Rule requires the PROVIDER to certify as to their lobbying activity. The Interim Final Rule implements section 319 of Public Law 101-121, which generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.
- XVI. Maintenance of Effort: The PROVIDER agrees that the level of services, activities and expenditures it has devoted to similar services prior to the initiation of this Agreement will be continued and not reduced in any way as a result of this Agreement except for reductions unrelated to the provisions or purposes herein stated.
- XVII. Conflict of Interest: The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal, financial interest, direct or indirect, in this Agreement. Further, no person having such a conflicting interest shall be employed under this Agreement. Any such conflict of interest must be disclosed in writing to the COUNTY.
- XVIII. Code of Conduct: The PROVIDER assures proper conduct on the part of its employees and understands the effects of U.S. Code, Title 18, Sec. 665.
- XIX. Grant Close-out: No costs are to be incurred under this Agreement after December 31, 2016. Within 45 days of the completion of the Agreement, the PROVIDER shall comply with all closeout or auditing procedures established by the COUNTY.
- XX. Property: Any purchase of non-expendable personal property that has a useful life of more than one year with a per unit cost of \$5,000 or more must have prior written approval of the COUNTY. The PROVIDER will obtain advance written approval from the COUNTY for purchase of property with a unit cost of \$5,000 or more.
- XXI. Data Practices Act: For the purposes of executing its responsibilities and to the extent set forth in this contract, the PROVIDER shall be considered part of the welfare system as defined in Minnesota Statutes, section 13.46, subdivision 1. The PROVIDER'S employees and agents shall have access to private or confidential data maintained by the COUNTY to the extent necessary to carry out its responsibilities under this contract. The PROVIDER agrees to comply with all the requirements of the Minnesota Government Data Practices Act and HIPAA in providing services under this Agreement. The civil remedies of Minnesota Statutes, section 13.08, apply to the release of the data referred to in this Article by either the PROVIDER or COUNTY.

The PROVIDER agrees to indemnify and save and hold the COUNTY, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act,

including legal fees and disbursements paid or incurred to enforce the provision of this contract.

XXII SCOPE OF SERVICES: The PROVIDER shall provide all services in accordance with all applicable federal and state laws, statutes, regulations, and guidelines. These include the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Deficit Reduction Act of 2005, and Minnesota Statutes Chapter 256J. In the event that these laws, statutes, regulations or guidelines are amended at any time during the Term of Agreement, or any extensions or renewals, the PROVIDER shall comply with such amended laws, statutes, regulations, or guidelines.

The PROVIDER is responsible for all technical assistance necessary to maintain all software and hardware used to provide the purchased services under this Agreement, including virus protection and firewalls.

The PROVIDER will designate one staff as an Employment Services security liaison who will coordinate with the COUNTY MAXIS security liaison to request approval or termination of inquiry access to the MAXIS system ("MAXIS").

The PROVIDER will designate up to two staff in each service location as Data Specialists that will have inquiry access to MAXIS.

The PROVIDER will ensure all staff with inquiry access to MAXIS complete annual HIPAA training, and any other necessary training identified by the COUNTY.

Information Privacy and Security.

Information Covered by this Provision. In carrying out its duties, the PROVIDER will be handling one or more types of private information, collectively referred to as "protected information," concerning individual DHS clients. "Protected information," for purposes of this Agreement, may include any or all of the following:

- Private data (as defined in Minnesota Statutes § 13.02, subd. 12), confidential data (as defined in Minn. Stat. § 13.02, subd. 3), welfare data (as governed by Minn. Stat. § 13.46), medical data (as governed by Minn. Stat. § 13.384), and other non-public data governed by other sections in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§ 144.291-144.298]);
- Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to § 2.67);
- Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 160.103);
- Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5)); and
- Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

Duties Relating to Protection of Information.

- (a) Duty to ensure proper handling of information. The PROVIDER shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of DHS. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph X.X.I.I.
- (b) Minimum necessary access to information. The PROVIDER shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) Information Requests. Unless provided for otherwise in this Agreement, if the PROVIDER receives a request to release the information referred to in this Clause, the PROVIDER must immediately notify DHS. DHS will give the PROVIDER instructions concerning the release of the data to the requesting party before the data is released.

Use of Information. The PROVIDER shall:

- Not use or further disclose protected information created, collected, received, stored, used, maintained, or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.
 - Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information at rest and in transit that it creates, receives, maintains, or transmits on behalf of DHS.
- (a) Report to DHS any privacy or security incident regarding the information of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410. For purposes of this Agreement, "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to DHS not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the PHI used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures;

(5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as DHS may reasonably request.

- (b) Consistent with this Agreement, and in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any agents (including contractors and subcontractors), analysts, and others that create, receive, maintain, or transmit protected health information on behalf of the business associate, enter into a business associate agreement with any subcontractors to agree in writing to be bound by the same restrictions, conditions, and requirements that apply to it with respect to such information.
- Document such disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.
 - In accordance with HIPAA, upon obtaining knowledge of a breach or violation by a subcontractor, take appropriate steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the agreement.
 - Not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by DHS.

Additional Business Associate Duties. To the extent the PROVIDER handles PHI in order to provide health care-related administrative services on behalf of DHS and is a "Business Associate" of DHS as defined by HIPAA, the PROVIDER further agrees to:

- (a) Make available PHI in accordance with 45 C.F.R. § 164.524.
- (b) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.
- (c) Comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients' identifying information removed, "to the extent practicable." Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.514, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.

- (d) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of PHI available to DHS and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
- (e) Comply with any and all other applicable provisions of the HIPAA Privacy Rule, Administrative, and Security Standards, including future amendments thereto. Develop written policies and procedures for safeguarding and securing PHI and complying with HIPAA and the HITECH Act, and other privacy laws. Designate a privacy official to be responsible for the development and implementation of its policies and procedures as required by 45 C.F.R. Part 164, Subpart E.
- (f) To the extent the PROVIDER is to carry out one or more of DHS' obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to DHS in the performance of such obligation(s).

DHS Use of Information. DHS shall:

- (a) Only release information which it is authorized by law or regulation to share with the PROVIDER.
- (b) Obtain any required consents, authorizations, or other permissions that may be necessary for it to share information with the PROVIDER.
- (c) Notify the PROVIDER of limitations, restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitations, restrictions, changes or revocation may affect the PROVIDER's use or disclosure of protected information.
- (d) Not request the PROVIDER to use or disclose protected information in any manner that would not be permitted under law if done by DHS.

Disposition of Data upon Completion, Expiration, or Agreement Termination. Upon completion, expiration, or termination of this Agreement, the PROVIDER will return to DHS or destroy all protected information received or created on behalf of DHS for purposes associated with this Agreement. A written certification of destruction or return to Authorized Representative listed in 5.1 is required. The PROVIDER will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if the PROVIDER is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, the PROVIDER will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as the PROVIDER maintains the information. Additional information for destruction and handling is available in the DHS Information Security Policy, Policy numbers 3.7, and 2.19, found at <http://edocs.dhs.state.mn.us/lfserver/Legacy/DHS-4683-ENG>.

Sanctions. In addition to acknowledging and accepting the terms set forth in VII. "Liability", relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

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

FOR THE PROVIDER

Amanda Mackie 12/11/15
Amanda Mackie, Executive Director Date
Minnesota Valley Action Council

Diane Halvorson 12/11/15
Diane Halvorson, Executive Director Date
South Central WorkForce Council

FOR THE COUNTY

ATTEST TO:

By _____
County Board

Date _____

By _____
County Coordinator

Date _____

By _____
Human Services Director

Date _____

Approved as to Legality, Form and Execution:

By _____
County Attorney

Date _____

EXHIBIT A CONDITIONS

The following represents the general operating guidelines for this Agreement. These guidelines will be reviewed throughout the Agreement period and adjusted as deemed necessary by joint agreement of the COUNTY and the PROVIDER.

1. Primary Service Provider(s): Minnesota Valley Action Council, Inc.
2. Contracting: The COUNTY will have one contract with Minnesota Valley Action Council (MVAC), fiscal agent for the South Central WorkForce Council. The South Central WorkForce Council and Minnesota Valley Action Council may subcontract with additional providers for specific services as needed and as agreed upon in consultation with the COUNTY.
3. Administrative Responsibilities: The SC WorkForce Council will be responsible for contracting, fiscal and program monitoring, reports and oversight of service delivery to ensure compliance and performance. Minnesota Valley Action Council (Grant Recipient) will provide Fiscal and MIS services including processing client support service invoices, provider invoices, supported work payroll, invoicing COUNTY, fiscal reports and managing the area's Workforce One system including training, technical assistance and entry of support service payments.

Additional administration includes PROVIDER supervisor time related to the supervision and management of PROVIDER staff. The PROVIDER is also responsible for communication/coordination with the COUNTY, managing budgets at the program level and providing monthly expenditure and service reports.

4. Location of Services: Primarily, services will be delivered at the Minnesota Valley Action Council LeSueur County office. Services may be provided at additional locations as agreed upon between the PROVIDER and the COUNTY.
5. Services: All services will be delivered/implemented in accordance with the COUNTY Consolidated Plan (biennial service agreement), which is made a part of this Agreement by reference. The day to day management of the program and methods used to deliver services will be jointly agreed to by the COUNTY and the PROVIDER. In addition, the PROVIDER is accountable for all applicable COUNTY plans and all rules and regulations issued by the MN Department of Human Services (DHS), including all current and any future bulletins issued by DHS during the term of this Agreement and related to the delivery and proper implementation of program services. This includes, but is not limited to:
 - COUNTY Consolidated Plan and updates
 - DHS MFIP Employment Services Manual and updates
 - DHS/DEED SNAP ET Manual and updates

The primary service provider will be responsible for adequate staffing to deliver a comprehensive set of employment services designed to successfully assist program participants to transition from welfare to work. This may include, but is not limited to: orientation, assessment, development of employment plan, case management, job readiness classes, job search assistance, work experience, training and education services, support services, referrals and follow-up.

6. Funding: Funding will be for the period and amount identified on the Notice of Funds Available. Expenditures will not exceed funds available and will be within budget by line item as attached to the Notice of Funds Available.

NOTICE OF FUNDS AVAILABLE 2016

**COUNTY:
LeSueur County Human Services**

Grant Agreement: CY 2016 LeSueur County

PROVIDER: Minnesota Valley Action Council, Inc.
706 N. Victory Drive
Mankato, MN 56001

Funding Summary

Title	Terms of Funds	CFDA #	Attachment(s)	Prior Level	Change	New Level
MFIP/DWP Services	01/01/16 - 12/31/16	93.558	Budget	\$0	\$238,894	\$238,894
TOTAL				\$0	\$238,894	\$238,894

Signature for the COUNTY BOARD

DATED: _____

Signature for the COUNTY Human Service Director

DATED: _____

[Handwritten Signature]

Signature for the PROVIDER -MN Valley Action Council

DATED: 12/15/15

[Handwritten Signature]

Signature for the South Central WorkForce Council

DATED: 12/15/15

MFIP/DWP BUDGET
Grant Agreement #: CY-16 LeSueur County

PROVIDER: MN Valley Action Council

PERIOD FUNDS AVAILABLE: January 1, 2016 to December 31, 2016

TOTAL FUNDS AVAILABLE: \$ 238,894

Total MFIP/DWP Administration: \$ 19,908

- \$ 2,000 South Central WorkForce Council
- \$ 7,950 Minnesota Valley Action Council –Fiscal and MIS Services
- \$ 9,958 Minnesota Valley Action Council Provider –Employment Services

Total MFIP/DWP Program: \$ 218,986

\$171,986 Direct Program Staffing: The direct costs of providing counseling, job search, job placement, job retention, program overview, interpreter costs and any other direct expenses including wages, benefits, staff travel, office, telephone, durable and non-durable supplies.

Direct Program Staffing also includes Direct Program Client Services: including supplies, materials, field trips, and other MFIP/DWP direct program client service supplies.

\$ 7,000 Direct Program Staffing: includes Teen Parent mentor services that includes the delivery of comprehensive services and regular contact to promote high school completion, connect teens to community resources, improve personal development and support healthy lifestyle decisions for teen parents and their children.

\$ 40,000 Client Support Services: includes costs of employment-related expenses such as work tools, uniforms, safety shoes, trade licenses, interview clothing; transportation expenses including bus passes, cab fares, mileage, bus tickets, allocated expenses of a van pool or bus, auto purchase or lease, insurance and repairs; client education, housing, child care and other work related expenses, including work experience.

PURCHASE OF SERVICES AGREEMENT

Le Sueur County Human Services, 88 South Park Ave., Le Center, MN 56057, hereafter referred to as the “Agency” and **Counseling Services of Southern Minnesota (CSSM)** with locations at:

1. 1306 Marshall Street, St. Peter, Minnesota 56082 (main office), and
2. 760 S. Elmwood Ave., LeSueur, MN 56058 (satellite office)

hereafter referred to as the “Contractor”, enter into this agreement for the period of January 1, 2016 to December 31, 2016.

Whereas, Contractor is a private corporation licensed under Rule 29 by the Department of Human Services to provide outpatient mental health services, and the Department of Human Services has licensed Contractor to provide in-home and outpatient mental health services. Contractor is duly qualified and willing to perform such services.

Whereas, Agency wishes to purchase such services from Contractor;

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

1. Contractor Duties

- A. Agency agrees to purchase and Contractor agrees to furnish the following:
 1. Children’s Therapeutic Services and Support (CTSS)
 2. Adult Mental Health Rehabilitation Services (ARMHS)
 3. Individual, group and family therapy
 4. Parental Capacity Evaluation and Child Custody Evaluation (separate individual contract)
 5. Mental health screening/assessment
 6. Neuro Psych screening/assessment
- B. Contractor agrees to provide:
 1. A description of the services to be provided
 2. A listing of staff persons and professional qualifications

2. Eligibility for Services

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by Agency’s Community Social Services Plan.

The parties understand and agree that Agency alone shall determine preliminary and final client eligibility. Those clients deemed eligible for the services defined herein shall be identified as “client(s)”.

3. Non-Discrimination

Contractor agrees that it shall not exclude any person from full employment rights nor prohibit participation in or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable Federal or State laws against discrimination shall be subjected to discrimination.

4. Cost and Delivery of Purchased Services

A. The cost of providing services to clients will be:

Children’s Therapeutic Services and Support (CTSS)	75.00 per hour
Adult Mental Health Rehabilitation Services (ARMHS)	75.00 per hour
Individual and Family Therapy	90.00 per hour
Interactive Complexity	15.00 per session
Diagnostic Assessment	200.00 per hour
Testing Administration	110.00 per hour
Testing Interpretations and Explanation of Findings	140.00 per hour
Collaborative Meeting/Collateral Contact	90.00 per hour
All Travel Time	0.82 per minute

For In-home services, all travel time will at 82 cents per minute for therapists and CTSS/ARMHS mental health practitioners. Agency will be billed for travel time only, not mileage.

B. Purchased services will be provided at:

1. 1306 Marshall Street, St. Peter, Minnesota 56082 (main office), or
2. 760 S. Elmwood Ave., LeSueur, MN 56058 (satellite office), or
3. Other community locations.

5. Payment for Purchased Services

- A. Certification of Expenditures: Contractor shall, every week, submit a standard invoice for services purchased by Agency. The invoice shall show an itemized account of each client, date of service and type of service provided, staff person(s) who provided service, number of units and cost per unit.
- B. Payment: Agency shall, within forty-five (45) calendar days of the date of receipt of the invoice(s), make payment to Contractor for all clients identified on the invoice.
- C. Insurance Coverage: For clients with private insurance or Medical Assistance coverage, Contractor shall invoice private insurance providers for eligible services, when applicable. When insurance payments are received, Contractor will bill the remaining balance to Agency less all provider deductions.

6. Audit and Record Disclosure

Contractor shall:

- A. Send the following social services reports to Agency:
 - 1) In-home Services if under County Contract (excluding waived services):
 - a) 30 Day Assessment, and then
 - b) Progress Reviews every 90 days and
 - c) Termination Report at discharge
 - 2) Parental Capacity or Child Custody Evaluation and Family Assessments:
 - a) Summary of findings will be made available to the Court within 15 business days of last Client contact
 - b) Summary of findings will be made available to the Agency within 15 business days of last Client contact for non-court ordered evaluations
 - 3) Other Outpatient Assessments:
 - a) Summary of findings within 15 business days of last client contact
- B. Allow personnel of Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
- C. Maintain all records pertaining to the contract for ten (10) years for audit purposes.

7. Safeguard of Client Information

- A. The use or disclosure by any party of information concerning a client in violation of any rule of confidentiality provided for in Laws of Minnesota Chapter 13, or for any purpose not directly connected with Agency's or Contractor's responsibility with respect to the Purchased Services hereunder, is prohibited except upon written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.
- B. Health Insurance Portability and Accountability Act (HIPAA) Compliance – By contracting with Agency, Contractor will assume full compliance with all HIPAA requirements as they pertain to Contractor's business. In addition, as a provider of "business associate", Contractor agrees to:
 - 1) Appropriately safeguard the Individual Identifiable Health Information (IIHI)
 - 2) Report any misuse of IIHI
 - 3) Secure satisfactory assurances from any subcontractor
 - 4) Grant individuals access and ability to amend their IIHI
 - 5) Make available an accounting of disclosures
 - 6) Release applicable records to a specific unit or Department of Human Services, if requested.

8. Bonding, Indemnity, and Insurance

- A. Bonding: Contractor agrees to obtain and maintain for the duration of this agreement, a fidelity bond covering the activity of Contractor's personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$25,000
- B. Indemnify: Contractor agrees to defend, indemnify, and hold harmless the County, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of Contractor, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of Contractor to perform any obligation under this Agreement. Contractor's obligations to indemnify and hold harmless the County from any and all liability, loss, damages, costs, or expenses which may be claimed against the County or Contractor:
- 1) By reason of any client's suffering personal injury, death, or property loss or damages either while participating in or receiving from Contractor the care and services to be furnished by Contractor under this agreement, or while on premises owned, leased, or operated by Contractor, or while being transported to or from said premises in a vehicle owned, operated, chartered, or otherwise contracted for by Contractor or employees; or
 - 2) By reason of any client's causing injury to, or damage to, the property of another person during any time when Contractor or employee, thereof has undertaken or is furnishing the care and services called for under this agreement.
- C. Insurance: Contractor further agrees, in order to protect itself and Agency under the indemnity provisions set forth above, to at all times during the term of this contract, have and keep in force a professional liability insurance policy in the amount of \$2,000,000 per professional liability claim and \$3,000,000 professional liability aggregate. Contractor agrees to maintain its professional liability insurance continuously for a period of two (2) years after the termination of this agreement. In addition, Contractor agrees, to have and keep in force a general liability insurance policy in the amount \$2,000,000 for bodily injury or property damage to any one person and \$2,000,000 for total injuries or damages arising from any one incident.

9. Conditions of the Parties' Obligations

- A. It is understood and agreed that in the event the reimbursement to Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- B. This agreement may be cancelled by either party at any time without cause, upon 30 days notice, in writing, delivered by mail or in person.

- C. Before the termination date specified in this agreement, Agency may evaluate the performance of Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- D. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- E. No claim for services furnished by Contractor not specifically provided in the agreement will be allowed by Agency. Such approval shall be considered to be a modification of the agreement.
- F. In the event there is a revision of Federal regulations, which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.


10. Subcontracting

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

APPROVED AS TO FORM AND EXECUTION

By _____
 Director, Le Sueur County Human Services

Date _____

By  _____
 Business Manager, Counseling Services of S. Minnesota

Date 12/29/15

Purchase-of-Service Agreement

LeSueur County Human Services, 88 South Park Avenue, LeCenter, Minnesota, 56057, hereafter referred to as the "Agency" and Blue Earth County Human Services, 410 S. Fifth Street, P.O. Box 3526, Mankato, Minnesota, 56002-3526, , hereafter referred to as the "Contractor", enter into this agreement for the period from August 1, 2015, to December 31, 2016.

WITNESSETH

WHEREAS, the Contractor is an organization licensed under Rule 29 by the Minnesota Department of Human Services to provide outpatient mental health services to persons; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01, 373.02, and 256M, wishes to purchase such program services from the Contractor; and

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

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

1. CONTRACTOR'S DUTIES

- a. The Agency agrees to purchase and the Contractor agrees to furnish the following services:
 - (1) Psychiatric medication management (adults),
 - (2) Diagnostic assessments,
 - (3) Psychiatric urgent care services, and
 - (4) One hour per month of psychiatric consultation.
- b. Upon request by the Agency, the Contractor must to provide:
 - (1) An explicit description of the services to be provided; and
 - (2) A listing of all involved staff persons and professional qualifications to the service provided; and
 - (3) A budget which includes all professional providers to be compensated within the limits of the Contractor's adopted psychiatric provider pay scale. Professional providers allowable under this contract include licensed medical doctors, advanced practice registered nurses, registered nurses or licensed practical nurses.
- c. The Contractor must, within ten (10) days, notify the Agency in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the Agency must determine whether such inability will require modification or cancellation of said contract.

- d. In connection with work under this agreement, the Contractor agrees to provide language assistance services to applicants and eligible recipients with limited English proficiency as required by Title VI of the Civil Rights Act of 1964. Such assistance shall be given at no additional charge and in a timely manner for provided mental health services.

2. COST AND DELIVERY OF PURCHASED SERVICES

- a. The total amount to be paid for such purchased services may not exceed \$40,000.00 annually.
- b. The Contractor certifies that the services to be provided under this agreement are not otherwise available without cost to the client. The Contractor further certifies that payment claims for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
- c. Purchased services will be provided at Blue Earth County Human Services or via telehealth at 410 South Fifth Street, P.O. Box 3526, Mankato, Minnesota, 56002-3526.

3. ELIGIBILITY FOR SERVICES

The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined in accordance with eligibility criteria established by the SCCBI Psychiatric Urgent Care Services Plan pursuant to Exhibit A.

The parties understand and agree that when the Contractor has been delegated to make the determination of the client's eligibility for purchased services.

- a. It is understood and agreed by the parties that, when applicable, fees will be charged and collected in accordance with fee policy and schedules adopted by the county board of commissioners in accordance with Minnesota Statutes, Section 256M, Subd. 6.
- b. The Contractor must not charge any program or service fee to eligible clients except in accordance with a. above.

4. PAYMENT FOR PURCHASED SERVICES

- a. Certification of expenditures: The Contractor must submit a quarterly invoice for social services purchased to LeSueur County Human Services.
- b. Payment: The Agency must, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all eligible services.

5. AUDIT AND RECORD DISCLOSURES

The Agency must:

- a. Allow personnel of the Agency, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
- b. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.
- c. Maintain all records pertaining to the contract at Blue Earth County Mental Health Center for four (4) years for audit purposes.
- d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined and described in Department of Human Services rules and manuals.

6. SAFEGUARD OF CLIENT INFORMATION

- a. The use of disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the Contractor's or Provider's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.
- b. The Contractor is a covered entity under the Health Insurance Portability and Accountability Act (HIPAA). To the extent that the Contractor performs a function or activity involving the use of "protected health information" (45 CFR section 164.501), on behalf of the Contractor including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing, or administration; utilization review; quality assurance; billing; benefit management; practice management; repricing; or otherwise provided by 45 CFR section 160.103, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164), (collectively referred to as "HIPAA"), and all applicable requirements.

7. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION

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

(When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1998). This section only applies if the grant is for more than \$100,000, and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

8. FAIR HEARING AND GRIEVANCE PROCEDURES

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with fair hearing and grievance procedures established by Department of Human Services administrative rules.

9. BONDING, INDEMNITY, INSURANCE AND AUDIT CLAUSE

a. **Bonding:** The Contractor must obtain and maintain at all times, during the term of this Contract, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond must be in the amount of \$100,000.00.

b. **Indemnity:** The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Contractor or Agency:

(1) By reason of any service clients suffering personal injury, death, or property loss or damage either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased, or operated by the Contractor, or while being transported to and from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or Contractor's assigned; or

(2) By reason of any service clients causing injury to, or damage to, the property of another person, during any time when the Contractor or Contractor's assigns or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.

c. **Insurance:** The Contractor further agrees, in order to protect itself and the Agency under the indemnity contract provision set forth above, its officers, agents, employees, and servants as additional insureds, but only insofar as the operations under this contract. It will at all times during the term of the Contract, and beyond such term when so required, have and keep in force a general liability insurance policy. Any insurance required to be provided by the Contractor shall be primary, and not excess, to any other coverage carried by the County. The selected insurance company of the Contractor must be acceptable to the County. The Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

(1) The Contractor will purchase occurrence-based liability insurance. The policy shall include coverage for all applicable liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under a contract. An umbrella liability policy may be used in conjunction with the primary coverage limits to meet the minimum limit requirements for each coverage. The County should be listed as an additional insured.

(2) The applicable liability insurance coverage will meet the limits as shown below or be of equal to the tort liability limits under Minnesota Statutes, Section 3.736, Subd. 4, whichever is greater:

(a) **Commercial General Liability Coverage**
\$4,000,000.00 for general aggregate coverage

- \$4,000,000.00 for products and completed operations aggregate
- \$2,000,000.00 for each occurrence
- \$2,000,000.00 for personal injury and advertising injury
- \$100,000.00 for fire damage limit
- \$5,000.00 for medical expense
- (b) **Auto liability coverage** of \$1,500,000.00 per occurrence. Auto coverage should include any auto, including hired and non-owned.
- (c) **Worker's Compensation and employer's liability coverage:** Worker's Compensation limits are to be statutory per applicable state and federal laws. Minimum employer's liability coverage:
 - Bodily injury by accident: \$500,000.00 each accident
 - Bodily injury by disease: \$500,000.00 each employee
 - Bodily injury by disease: \$500,000.00 policy limit
- (3) If the Contractor is unable to obtain the required insurance coverage, or if the coverage is cancelled during the term of this Agreement, the Contractor must notify the Agency contract manager (or the contract manager's designee) by telephone or e-mail the same business day as the Contractor receives notice of cancellation or inability to obtain coverage. The Contractor shall also provide written notice to the Agency contract manager within five (5) business days. The Contractor shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, the Contractor shall apply to the Minnesota Joint Underwriting Association for the insurance coverage. Failure to maintain required insurance coverage shall be considered an event of default pursuant to this Agreement.

10. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the State/Contractor from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Contractor. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this contract, the Contractor certifies that it and its principals¹ and employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- b. Have not within a three- (3-) year period preceding this contract:
 - (1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining,

¹"Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

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

Directions for on-line access to excluded providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at www.dhhs.gov/progorg/oig/.

If you do not have access to the website, and/or need the information in an alternative format, contact: SCCBI Program Manager/Contract Manager, Blue Earth County Social Services Agency, at (507) 304-4156.

11. CONDITIONS OF THE PARTIES' OBLIGATIONS

- a. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder must thereupon be terminated.
- b. This agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days' notice, in writing, delivered by mail or in person.
- c. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.

- d. Any alterations, variations, modifications, or waivers of provisions of this agreement must be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor not specifically provided in the agreement will be allowed by the Contractor, nor must the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval must be considered to be a modification of the agreement.
- f. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

12. SUBCONTRACTING

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

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

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

13. NONCOMPLIANCE

- a. If the Contractor fails to comply with the provisions of this contract, the Agency may seek any available legal remedy.
- b. Either party must notify the other party within thirty (30) days when a party has reasonable grounds to believe that this contract has been or will be breached in a

material manner. The party receiving such notification must have thirty (30) days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

14. MISCELLANEOUS

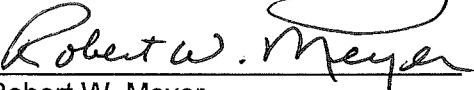
The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as third-party beneficiary, is an affected party under this agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Agency for any appropriate relief in law or performance of all or any part of the agreement between the County Welfare Board and the Contractor. The Contractor specifically acknowledges that the County Welfare Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the agreement of any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

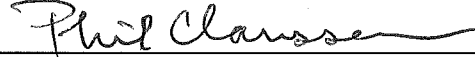
(REST OF PAGE LEFT BLANK INTENTIONALLY)

15. ENTIRE AGREEMENT

It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

Dated: 12/15/15 
Chairperson, Blue Earth County Board

Dated: 12/15/15 Attest: 
Robert W. Meyer
Blue Earth County Administrator

Dated: 12/16/15 
Phil Claussen, Director
Blue Earth County Human Services

Dated: _____
Sue Rynda, Director
LeSueur County Human Services

Dated: _____
Le Sueur County Commissioner

Dated: _____
Le Sueur County Administrator

SE/
12-7-15
N:\CONTRACT\LeSueur Co POS.Doc

Appendix A **SCCBI Urgent Care Services**

Urgent Care is a service that addresses imminent mental health concerns. Its purpose is to prevent the need for emergency care and/or hospitalization.

Urgent Care Locations

SCCBI Psychiatric Services Hub

20 hours available per week
(507) 304-4319

Sioux Trails Mental Health Center

3 hours available per week
(507) 354-3181

Contact the Urgent Care Clinic of your choice at the number above. Adult residents of the SCCBI are eligible to be served at either location. Indicate you are making a referral for Psychiatric Urgent Care Services. You will then be transferred to a nurse to whom you will provide the necessary information. Urgent Care is not a walk-in service, and appointments are necessary. Having a current Diagnostic Assessment is not necessary for this service.

Types of Urgent Care

1. **Rapid Access Appointment (30 minutes)**
 - a. A person is experiencing an exacerbation of existing illness symptoms and is not able to be seen by their primary prescriber.
 - b. Person is experiencing adverse medication side effects or other medication issues and is not able to be seen by their primary prescriber.
 - c. There is concern for safety, and the person is in need of a safety/risk of harm assessment.

2. **Transition Appointment (30 minutes)**
 - a. Person is discharged from a hospital and is unable to see their primary prescriber in a timely basis. Only one appointment will be provided. For these appointments, Hub prescribers are not assuming the care of the patient. The duty remains with the transferring provider and will be assumed by the receiving provider.

3. **Urgent Evaluation (60 minutes)**
 - a. A new person is experiencing an acute onset of symptoms that might be managed in a community setting without hospital level of care which cannot wait for a routine appointment. (A diagnostic assessment will be completed during this appointment.)

Appointments will NOT be available for:

1. Medication refill issues due to noncompliance with primary prescriber.
2. A "fast track" to receive traditional psychiatric services or evaluation.
3. What was formerly known as "bridging" appointments on an extended basis.

Use of Telehealth

Telehealth may be used for urgent care for existing patients. If the person is not an existing patient of the clinic, the patient must be seen face-to-face in the office.

SE/lmh, 12-7-15
N:\WP\Contract\LeSueur Co POS.Doc



Le Sueur County, MN

Tuesday, January 19, 2016

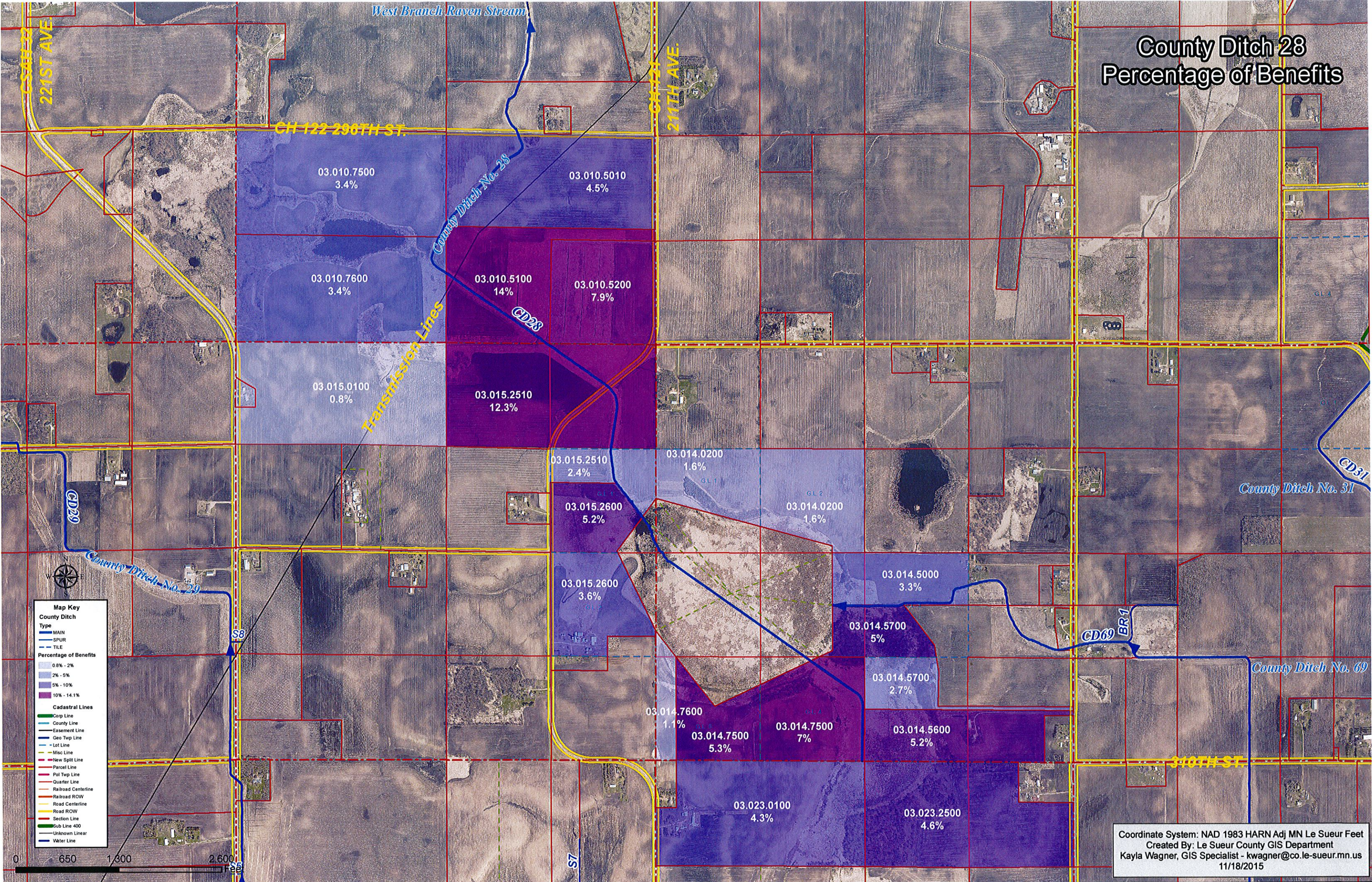
Board Meeting

Item 4

10:00 a.m. CD #28 Public Hearing (20 min)

Staff Contact:

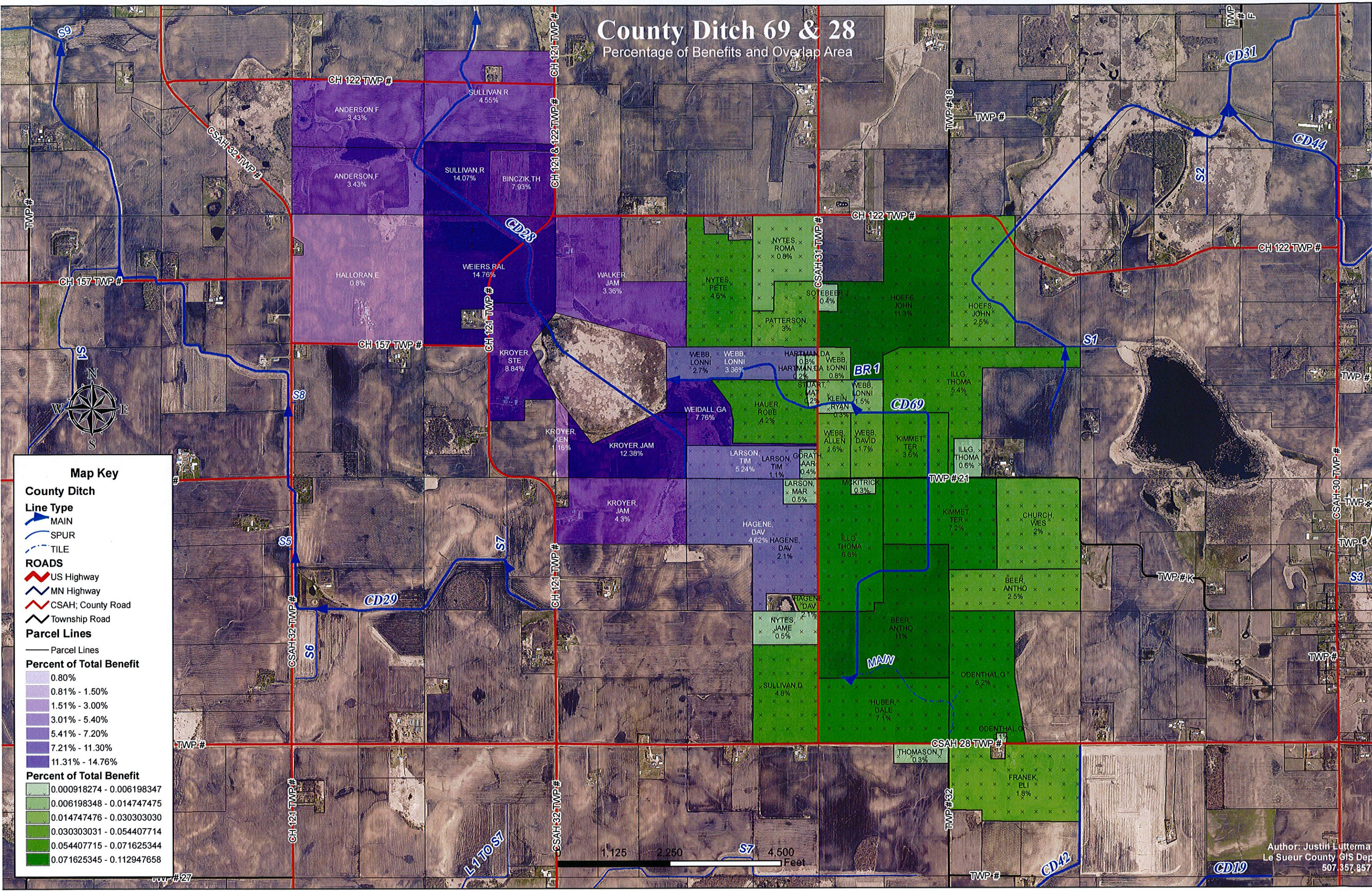
County Ditch 28 Percentage of Benefits



Coordinate System: NAD 1983 HARN Adj MN Le Sueur Feet
 Created By: Le Sueur County GIS Department
 Kayla Wagner, GIS Specialist - kwagner@co.le-sueur.mn.us
 11/18/2015

County Ditch 69 & 28

Percentage of Benefits and Overlap Area



Map Key

County Ditch

- Line Type
 - MAIN
 - SPUR
 - TILE

ROADS

- US Highway
- MN Highway
- CSAH; County Road
- Township Road

Parcel Lines

- Parcel Lines

Percent of Total Benefit

- 0.80%
- 0.81% - 1.50%
- 1.51% - 3.00%
- 3.01% - 5.40%
- 5.41% - 7.20%
- 7.21% - 11.30%
- 11.31% - 14.76%

Percent of Total Benefit

- 0.000918274 - 0.006198347
- 0.006198348 - 0.014747475
- 0.014747476 - 0.030303030
- 0.030303031 - 0.054407714
- 0.054407715 - 0.071625344
- 0.071625345 - 0.112947658

Author: Justin Lutterman
 Le Sueur County GIS Dept
 507.357.8577

**Auditor's Tabular Assessment Statement *(1) For the Creation of a Fund to be used for the Repair of *(2) For the Repair of Le Sueur County
Ditch No 28 in the County of Le Sueur Minnesota**

***If the lien is for the Creation of a fund to be used for repairs in the future strike out (2). If the lien is for repairs already made strike out (1).**

Names of the Owners of all Lands and the Names of all Public Roads, Corporate Roads and Railroads that are Assessed for the Repair of said Ditch.	Description of each Parcel of Land to be Assessed for the Repair of said Ditch as it Appears from Original Lien Statement for Construction of said Ditch.	Section	Township	Range	Number of acres in each tract according to assesment rolls and tax list.	Estimated number of acres benefited.	Amount that each tract of land and each public road, corp-orate road and rail-road was benefitted by the construction of said ditch.	Amount that each tract of land and each public road, corp-orate road and rail-road is liable for and must pay for the repair of such ditch.	325% lien 4 years \$5 minimum 4% interest July 25, 2006 Hearing September 15, 2006 Filing Date
Ralph R Sullivan	N 1/2 of SE 1/4 less S 12 ac	10	112	24	68.00	13.25	119.25	387.56	03.010.5010
Ralph R Sullivan	S 12 ac of N 1/2 of SE 1/4 & SW 1/4 of SE 1/4	10	112	24	52.00	41.00	369.00	1199.25	03.010.5100
Frank Anderson Family Trust	N 1/2 of SW 1/4	10	112	24	80.00	11.25	90.00	292.50	03.010.7500
Frank Anderson Family Trust	S 1/2 of SW 1/4	10	112	24	80.00	11.25	90.00	292.50	03.010.7600
Thomas & Dianne Binczik	SE 1/4 of SE 1/4	10	112	24	40.00	26.00	208.00	676.00	03.010.5200
James E Walker	G.L. #1	14	112	24	24.20	4.00	44.00	143.00	03.014.0200
James E Walker	G.L. #2	14	112	24	35.40	4.00	44.00	143.00	03.014.0200
Lonnie L Webb	N 1/2 of G.L. #3	14	112	24	26.00	8.00	88.00	286.00	03.014.5000
Timothy M & Theresa Larson	S 40 ac of SE 1/4 less 5 ac in SE cor	14	112	24	35.00	12.50	137.50	446.88	03.014.5600
Garth A & Sheryl Weidall	15.33 ac of N 1/2 of S 1/2 of SE 1/4	14	112	24	15.33	6.50	71.50	232.38	03.014.5700
Garth A & Sheryl Weidall	17.97 ac of S 1/2 of G. L. #3	14	112	24	17.97	12.00	132.00	429.00	03.014.5700
James H Kroyer	G.L. #4	14	112	24	37.00	16.75	184.42	599.37	03.014.7500
James H Kroyer	G.L. #5 less 8 ac	14	112	24	23.00	12.74	140.14	455.46	03.014.7500
Kenneth J & Laurie A Kroyer	W 266.44 ft of G L #5	14	112	24	8.00	2.76	30.36	98.67	03.014.7600
Ralph J & Helen Weiers	2.5 ac of Lot 1 NE of CD#28 & N 25 rods of Lot 1	15	112	24	15.00	7.00	63.04	204.88	03.015.2510
Steven & Theresa Kroyer	Lot 1 less N 25 rods & less 2.5 ac lying NE of CD #28	15	112	24	21.00	15.25	137.21	445.93	03.015.2600
Steven & Theresa Kroyer	G.L. #2 less E 602.57 ft of S 253.55 ft	15	112	24	30.92	10.50	94.50	307.13	03.015.2600
Ralph J & Helen Weiers	N 1/2 of NE 1/4	15	112	24	80.00	36.00	324.00	1053.00	03.015.2510
Edward F & Denise Halloran	N 1/2 of NW 1/4 less 1.66 ac	15	112	24	78.34	3.00	21.00	68.25	03.015.0100
David E & Teresa Hagene	N 1/2 of NE 1/4 less 8.04 ac	23	112	24	71.94	11.00	121.00	393.25	03.023.2500
James H Kroyer	N 1/2 of NW1 /4 less 3.63 ac	23	112	24	76.37	10.25	112.75	366.44	03.023.0100
Grand Total:							2621.67	8520.45	

STATE OF MINNESOTA
LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR LE SUEUR COUNTY DITCH 28

The matter of the Redetermination of Benefits
for Le Sueur County Ditch 28

**Order initiating Redetermination of
Benefits and Appointing Viewers**

Commissioner _____ made a motion to adopt the following Findings and Order:

WHEREAS, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 28, upon staff recommendation and upon the request of landowners within the benefitted area of LCD 28, investigated whether conditions exist to warrant the redetermination of benefits of LCD 28; and

WHEREAS, the Board noticed and held a hearing on Tuesday, January 19, 2016, for the purpose of soliciting and gathering public comment on the need for a redetermination of benefits for LCD 28; and

WHEREAS, upon investigation and the receipt of public comment, the Board has determined the following:

1. LCD 28 was established in 1906 and the current benefits roll reflects the benefitted and damaged properties and benefitted and damaged areas as determined in the original proceedings.
2. Since the original determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase to flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of LCD 28.

3. Since the original determination of benefits and damages, modification to the outlet of Renneberg Lake, in section 15 of Derrynane Township has changed the nature of benefits accruing from the original construction of LCD 28.
4. Since the original determination of benefits and damages additional lands, not previously determined to be benefitted have improved drainage to take advantage of LCD 28 as an outlet for drainage.
5. Since the original determination of benefits and damages land values have substantially changed within the benefitted area of LCD 28.

THEREFORE, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 28, finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values and the benefitted areas have changed.

ORDER

IT IS HEREBY ORDERED that a Redetermination of Benefits, pursuant to Minnesota Statutes 103E.351 is ordered to be completed and that _____,

_____ and _____

are appointed viewers to redetermine and report the benefits and damages for LCD 28.

The motion was seconded by Commissioner _____, and after discussion, the motion _____ and the Findings and Order were _____ by a vote of ___ yes and ___ no.

Dated this ____ day of _____, 2016.

LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY
DITCH 28

By _____
Chairperson



Le Sueur County, MN

Tuesday, January 19, 2016

Board Meeting

Item 5

10:20 a.m. CD #69 Public Hearing (20 min)

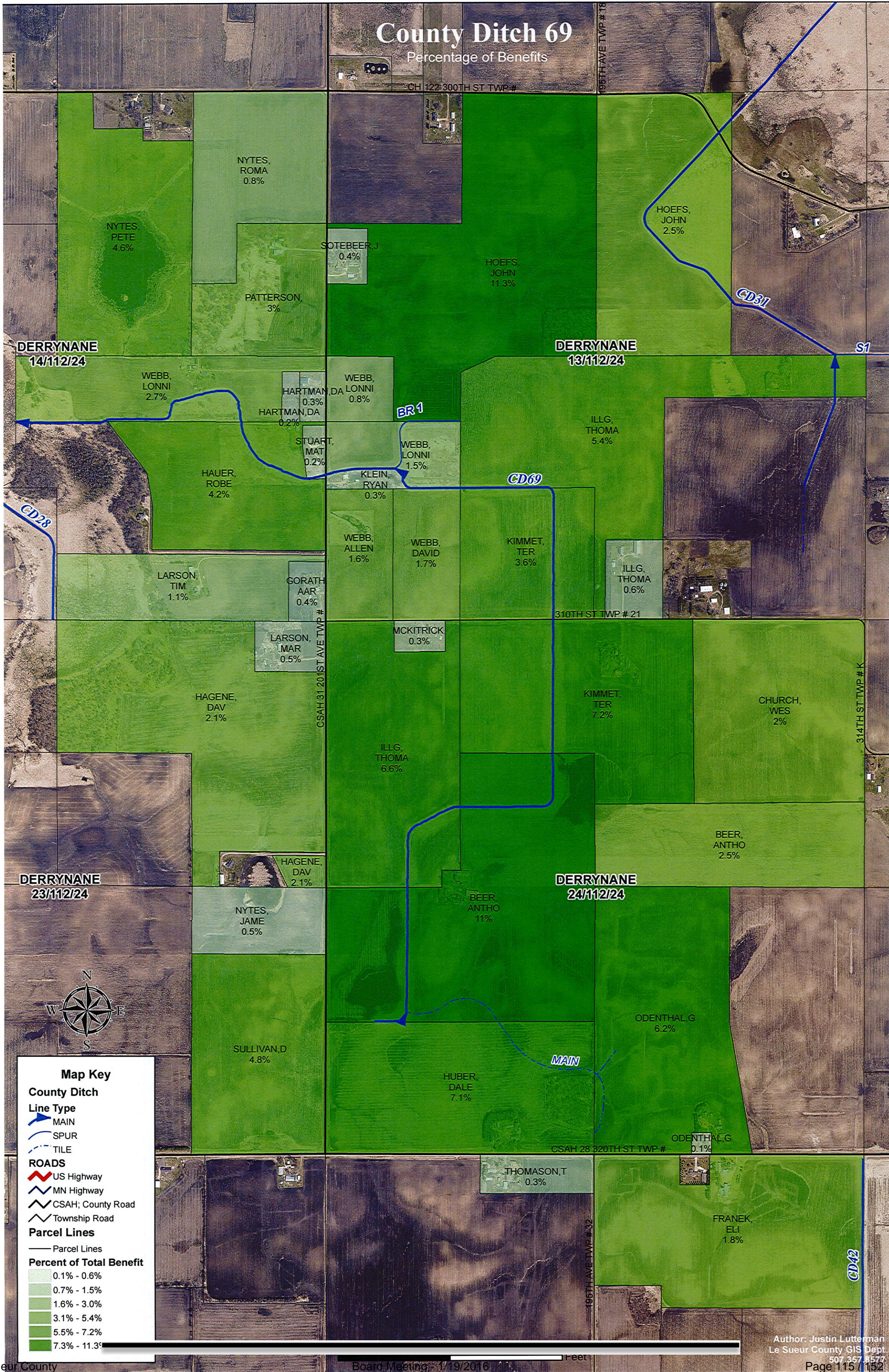
Staff Contact:

County Ditch 69

Percentage of Benefits

CH 122 300TH ST TWP #

195TH AVE TWP # 18



Map Key

County Ditch

Line Type

- MAIN
- SPUR
- TILE

ROADS

- US Highway
- MN Highway
- CSAH; County Road
- Township Road

Parcel Lines

- Parcel Lines

Percent of Total Benefit

- 0.1% - 0.6%
- 0.7% - 1.5%
- 1.6% - 3.0%
- 3.1% - 5.4%
- 5.5% - 7.2%
- 7.3% - 11.3%

**Auditor's Tabular Assessment Statement *(1) For the Creation of a Fund to be used for the Repair of *(2) For the Repair of County
Ditch No. 69 in the County of Le Sueur Minnesota**

***If the lien is for the Creation of a fund to be used for repairs in the future strike out (2). If the lien is for repairs already made strike out (1).**

Names of the Owners of all Lands and the Names of all Public Roads, Corporate Roads and Railroads that are Assessed for the Repair of said Ditch.	Description of each Parcel of Land to be Assessed for the Repair of said Ditch as it Appears from Original Lien Statement for Construction of said Ditch.	Section	Township	Range	Number of acres in each tract according to assessment rolls and tax list.	Estimated number of acres benefited.	Amount that each tract of land and each public road, corp-orate road and rail-road was benefitted by the construction of said ditch.	Amount that each tract of land and each public road, corp-orate road and rail-road is liable for and must pay for the repair of such ditch.	Parcel Number, Board Meeting - Sept 13, 2011, Filing Date - September 15, 2011, 35% Lien, 4% Interest, 4 years
					Acres	Acres	Dollars	Dollars	
Sotebeer, Jerald A.	5 AC of SW 1/4 of NW 1/4	13	112	24	5.00	4.00	100.00	35.00	03.013.0300
Hoefs, John J.	SW 1/4 of NW 1/4 less 5 AC	13	112	24	35.00	34.00	850.00	297.50	03.013.0200
Hoefs, John J.	N E 1/4 of NW 1/4	13	112	24	40.00	39.00	975.00	341.25	03.013.0200
Hoefs, John J.	S E 1/4 of N W 1/4	13	112	24	40.00	40.00	1000.00	350.00	03.013.0200
Hoefs, John J.	S W 1/4 of N E 1/4	13	112	24	40.00	9.00	225.00	78.75	03.013.2600
Hoefs, John J.	N W 1/4 of N E 1/4	13	112	24	38.87	18.00	450.00	157.50	03.013.2600
Hoefs, John J.	N E 1/4 of N W 1/4 of S W 1/4	13	112	24	10.00	10.00	250.00	87.50	03.013.0200
Webb, Lonnie L.	N W 1/4 of N W 1/4 of S W 1/4	13	112	24	10.00	9.00	225.00	78.75	03.013.7500
Webb, Lonnie L.	S 1/2 of N W 1/4 of S W 1/4 less part S W of CD # 69	13	112	24	16.70	16.06	401.50	140.53	03.013.7700
Klein, Ryan J. & Dana	S 1/2 of N W 1/4 of S W 1/4 lying SW of Cd #69 & .16 AC of S W 1/4 of S W 1/4	13	112	24	3.26	3.07	76.75	26.86	03.013.7600
Webb, Allen R. c/o Webb, Lonnie L.	W 1/2 of S W 1/4 of S W 1/4 less .15 AC	13	112	24	19.85	17.87	446.75	156.36	03.013.7800
Webb, David M. & Nancy c/o Webb Lonnie L.	E 1/2 of S W 1/4 of S W 1/4 less .01 AC	13	112	24	19.99	19.00	475.00	166.25	03.013.7900
Illg, Thomas A. & Charlotte	N E 1/4 of S W 1/4 less .66 AC	13	112	24	39.34	39.00	975.00	341.25	03.013.5000
Illg, Thomas A. & Charlotte	W 40 AC of S E 1/4 less 10 AC	13	112	24	30.00	20.25	506.25	177.19	03.013.5000

Illg, Thomas A. & Charlotte	E 553.50 ft. of S 787 ft. of W 40 AC of S E 1/4	13	112	24	10.00	6.75	168.75	59.06	03.013.5100
Kimmet, Terry & Kenneth	S E 1/4 of S W 1/4	13	112	24	40.00	39.00	975.00	341.25	03.013.8000
Nytes, Peter F. & Mary M., Trust	N W 1/4 of N E 1/4 less 9.50 AC	14	112	24	30.50	15.00	375.00	131.25	03.014.2700
Nytes, Peter F. & Mary M., Trust	S W 1/4 of N E 1/4	14	112	24	40.00	35.00	875.00	306.25	03.014.2700
Nytes, Roman G. & Jeannine	N E 1/4 of N E 1/4 & W 440 ft of N 594 ft of S E 1/4 of N E 1/4	14	112	24	46.00	9.00	225.00	78.75	03.014.2600
Patterson, John L. & Violet	S E 1/4 of N E 1/4 less W 440 ft of N 594 ft	14	112	24	34.00	33.00	825.00	288.75	03.014.2500
Webb, Lonnie L.	N 1/2 of N E 1/4 of S E 1/4 less 5 AC & N 1/2 of lot 3	14	112	24	41.00	29.00	725.00	253.75	03.014.5000
Hartman, Dale & Susan	2 ac of N 1/2 of NE 1/4 of SE 1/4	14	112	24	2.00	2.00	50.00	17.50	03.014.5010
Hartman, Dale & Susan	That part of N 1/2 of N E 1/4 of S E 1/4 beg at S E cor, th N 500.11 ft, W 261.30 ft, S 500.11 ft E 261.30 ft to beg	14	112	24	3.00	3.00	75.00	26.25	03.014.5100
Stuart, Matthew P & Barbara A	That part of S 1/2 of N E 1/4 of S E 1/4 beg 692.75 ft S of E 1/4 cor of sec 14, th S 527.33 ft, W 188.81ft, N W 317.17 ft, N 221.22 ft,E 230.80 ft to beg	14	112	24	2.66	2.66	66.50	23.28	03.014.5200
Hauer, Robert H. & Judith, Trust	S 1/2 of N E 1/4 of S E 1/4 less 2.66 AC & that part of S 1/2 of G.L. # 3 lying N E of the following described line : Commencing at S E cor of sec 14, th N 659.75 ft, W 1713.68 ft to pt of beg, th N 434.50 ft, N W 332.76 ft, N W 637.48 ft and there terminating	14	112	24	26.24	24.34	608.50	212.98	03.014.5300
Hauer, Robert H. & Judith, Trust	22.89 AC of N 1/2 of S 1/2 of S E 1/4	14	112	24	22.89	21.00	525.00	183.75	03.014.5300
Larson, Timothy M. & Theresa	S 40 AC of S E 1/4 less 5 AC in S E cor	14	112	24	35.00	12.00	300.00	105.00	03.014.5600
Gorath Aaron C.&Crompton Mandy W.	5 AC in S E cor of S E 1/4 of S E 1/4	14	112	24	5.00	4.00	100.00	35.00	03.014.5500
Larson, Marvin D. & Janice	8.04 AC of N E 1/4 of N E 1/4	23	112	24	8.04	5.00	125.00	43.75	03.023.2700
Hagene, David E. & Teresa	N E 1/4 of N E 1/4 less 8.04 AC	23	112	24	31.96	13.00	325.00	113.75	03.023.2500
Hagene, David E. & Teresa	S E 1/4 of N E 1/4 less 5.13 AC	23	112	24	34.87	10.00	250.00	87.50	03.023.2500
Nytes, James L & Ruth, Trust	N 1/2 of N E 1/4 of S E 1/4	23	112	24	20.00	5.00	125.00	43.75	03.023.5200
Sullivan, Daniel J	S 1/2 of N E 1/4 of S E 1/4	23	112	24	20.00	14.00	350.00	122.50	03.023.5000
Sullivan, Daniel J	S E 1/4 of S E 1/4	23	112	24	40.00	38.00	950.00	332.50	03.023.5000
Illg, Thomas A & Charlotte	N W 1/4 of N W 1/4 less 3.50 AC	24	112	24	36.50	35.00	875.00	306.25	03.024.0100
Illg, Thomas A & Charlotte	S W 1/4 of N W 1/4 less 1.50 AC	24	112	24	38.50	37.00	925.00	323.75	03.024.0100
Mckitrick, Robert E.	3.50 AC of N W 1/4 of N W 1/4	24	112	24	3.50	3.00	75.00	26.25	03.024.0200
Kimmet, Terry & Kenneth	N E 1/4 of N W 1/4	24	112	24	40.00	39.00	975.00	341.25	03.024.2700

Beer, Anthony J.	S E 1/4 of N W 1/4 & 1.50 AC of W 1/2 of N W 1/4	24	112	24	41.50	41.00	1025.00	358.75	03.024.0300	
Beer, Anthony J.	N W 1/4 of S W 1/4	24	112	24	40.00	39.00	975.00	341.25	03.024.0300	
Beer, Anthony J.	N E 1/4 of S W 1/4	24	112	24	40.00	40.00	1000.00	350.00	03.024.0300	
Huber, Dale E.	S W 1/4 of S W 1/4	24	112	24	40.00	38.00	950.00	332.50	03.024.7500	
Huber, Dale E.	S E 1/4 of S W 1/4	24	112	24	40.00	39.00	975.00	341.25	03.024.7500	
Kimmet, Terry & Kenneth	N 40 AC of W 58 AC of N E 1/4	24	112	24	40.00	39.00	975.00	341.25	03.024.2700	
Western Catholic Community	N 70 AC of E 102 AC of N E 1/4	24	112	24	70.00	22.00	550.00	192.50	03.024.2500	
Beer, Anthony J.	S 50 AC of N E 1/4	24	112	24	50.00	27.00	675.00	236.25	03.024.2600	
Odenthal, Gary F. & Susan	N W 1/4 of S E 1/4	24	112	24	40.00	33.00	825.00	288.75	03.024.5110	
Odenthal, Gary F. & Susan	S W 1/4 of S E 1/4 less 1 ac	24	112	24	39.00	34.00	850.00	297.50	03.024.5110	
Odenthal, Gary F. & Susan	Comm at S 1/4 cor of Sec 24, th E 957.22 ft to beg, th N 222.13 ft, E 196.10 ft, S 222.13 ft to S line of Sec, th W 196.10 ft to beg	24	112	24	1.00	1.00	25.00	8.75	03.024.5100	
Thomason, Theodore & Kecia	N 389.27 ft of E 1119 ft of N E 1/4 of N W 1/4	25	112	24	10.00	3.00	75.00	26.25	03.025.0100	
Franek, Elizabeth	N W 1/4 of N E 1/4 less 2 AC	25	112	24	38.00	20.00	500.00	175.00	03.025.2500	
Grand Total:								27225.00	9528.76	

STATE OF MINNESOTA
LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR LE SUEUR COUNTY DITCH 69

The matter of the Redetermination of Benefits
for Le Sueur County Ditch 69

**Order initiating Redetermination of
Benefits and Appointing Viewers**

Commissioner _____ made a motion to adopt the following Findings and Order:

WHEREAS, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 69, upon staff recommendation and upon the request of landowners within the benefitted area of LCD 69, investigated whether conditions exist to warrant the redetermination of benefits of LCD 69; and

WHEREAS, the Board noticed and held a hearing on Tuesday, January 19, 2016, for the purpose of soliciting and gathering public comment on the need for a redetermination of benefits for LCD 69; and

WHEREAS, upon investigation and the receipt of public comment, the Board has determined the following:

1. LCD 69 was established in 1964.
2. LCD 69 outlets to Renneberg Lake, in section 15 of Derrynane Township.
3. LCD 28 to provides the outlet to Renneberg Lake.
4. Upon landowner petition and findings of the drainage authority, benefits for LCD 69 were redetermined in 1992.
5. The current benefits roll reflects the benefitted and damaged properties and benefitted and damaged areas as determined in the 1992 redetermination proceedings.

[15741-0026/2211656/1]

1

6. Since the 1992 redetermination of benefits and damages, land uses and drainage practices have changed to accelerate and increase to flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of LCD 69.
7. Since the 1992 redetermination, modification to the outlet of Renneberg Lake has changed the nature of benefits accruing from the original construction of LCD 69.
8. Since the original determination of benefits and damages additional lands, not previously determined to be benefitted have improved drainage to take advantage of LCD 69 as an outlet for drainage.
9. Since the original determination of benefits and damages land values have substantially changed within the benefitted area of LCD 69.

THEREFORE, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 69, finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values and the benefitted areas have changed.

ORDER

IT IS HEREBY ORDERED that a Redetermination of Benefits, pursuant to Minnesota Statutes 103E.351 is ordered to be completed and that _____,

_____ and _____

are appointed viewers to redetermine and report the benefits and damages for LCD 69.

The motion was seconded by Commissioner _____, and after discussion, the motion _____ and the Findings and Order were _____ by a vote of ___ yes and ___ no.

Dated this ____ day of _____, 2016.

LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY
DITCH 69

By _____
Chairperson



Le Sueur County, MN

Tuesday, January 19, 2016

Board Meeting

Item 6

10:40 a.m. Ney Center Annual Report (10 min)

Staff Contact:

Le Sueur County, MN

Tuesday, January 19, 2016

Board Meeting

Item 7

10:50 a.m. Scott Gerr, MIS (10 min)

RE: Veeam Support Options

RE: Email Encryption Maintenance Renewal Quote

RE: Computer Replacement Quote

Staff Contact:



Pricing Proposal
 Quotation #: 10829843
 Created On: Jan-05-2016
 Valid Until: Feb-29-2016

County of Le Sueur MN

Inside Account Executive

Scott Gerr

Phone: (507) 357-8286
 Fax:
 Email: sgerr@co.le-sueur.mn.us

Bill Scioscia

33 Knightsbridge Road
 Piscataway, NJ, 08854
 Phone: 732-564-8554
 Fax: 732-564-8224
 Email: Bill_Scioscia@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Veeam Premium Support - Technical support (renewal) - phone consulting - 1 month - 24x7 - for Veeam Backup Essentials Enterprise Edition for VMware - 2 CPU sockets - includes 24/7 uplift Veeam Software - Part#: V-ESSENT-VS-P0PMR-00	2	\$35.80	\$71.60
2 Veeam Premium Support - Technical support (renewal) - phone consulting - 1 year - 24x7 - for Veeam Backup Essentials Enterprise Edition for VMware - 2 CPU sockets - includes 24/7 uplift Veeam Software - Part#: V-ESSENT-VS-P0PAR-00	3	\$433.50	\$1,300.50
		Subtotal	\$1,372.10
		Total	\$1,372.10

Additional Comments

If you are using SHI's contract# #48196 release C1046(5), please include this contract number on your PO

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Pricing Proposal
 Quotation #: 10829901
 Created On: Jan-05-2016
 Valid Until: Feb-29-2016

County of Le Sueur MN

Inside Account Executive

Scott Gerr

Phone: (507) 357-8286
 Fax:
 Email: sgerr@co.le-sueur.mn.us

Bill Scioscia

33 Knightsbridge Road
 Piscataway, NJ, 08854
 Phone: 732-564-8554
 Fax: 732-564-8224
 Email: Bill_Scioscia@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Veeam Premium Support - Technical support (renewal) - phone consulting - 1 month - 24x7 - for Veeam Backup Essentials Enterprise Edition for VMware - 2 CPU sockets - includes 24/7 uplift Veeam Software - Part#: V-ESSENT-VS-P0PMR-00	2	\$35.80	\$71.60
2 Veeam Standard Support - Technical support (renewal) - phone consulting - 1 year - 12x5 - for Veeam Backup Essentials Enterprise Bundle for VMware - 2 sockets Veeam Software - Part#: V-ESSENT-VS-P01AR-00	3	\$345.00	\$1,035.00
3 Veeam Premium Support - Technical support - phone consulting - 1 year - 24x7 - for Veeam Backup Essentials Enterprise Edition for VMware - 2 CPU sockets - prepaid - includes first year 24/7 uplift Veeam Software - Part#: V-ESSENT-VS-P01PP-00	3	\$457.00	\$1,371.00
		Subtotal	\$2,477.60
		Total	\$2,477.60

Additional Comments

If you are using SHI's contract# #48196 release C1046(5), please include this contract number on your PO

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Pricing Proposal
 Quotation #: 10829935
 Created On: Jan-05-2016
 Valid Until: Feb-29-2016

County of Le Sueur MN

Inside Account Executive

Scott Gerr

Phone: (507) 357-8286
 Fax:
 Email: sgerr@co.le-sueur.mn.us

Bill Scioscia

33 Knightsbridge Road
 Piscataway, NJ, 08854
 Phone: 732-564-8554
 Fax: 732-564-8224
 Email: Bill_Scioscia@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Veeam Premium Support - Technical support (renewal) - phone consulting - 1 month - 24x7 - for Veeam Backup Essentials Enterprise Edition for VMware - 2 CPU sockets - includes 24/7 uplift Veeam Software - Part#: V-ESSENT-VS-P0PMR-00	2	\$35.80	\$71.60
2 Veeam Standard Support - Technical support (renewal) - phone consulting - 1 year - 12x5 - for Veeam Backup Essentials Enterprise Bundle for VMware - 2 sockets Veeam Software - Part#: V-ESSENT-VS-P01AR-00	3	\$345.00	\$1,035.00
3 Veeam Premium Support - Technical support - phone consulting - 2 years - 24x7 - for Veeam Backup Essentials Enterprise Edition for VMware - 2 CPU sockets - prepaid - includes first year 24/7 uplift Veeam Software - Part#: V-ESSENT-VS-P02PP-00	3	\$800.00	\$2,400.00
		Subtotal	\$3,506.60
		Total	\$3,506.60

Additional Comments

If you are using SHI's contract# #48196 release C1046(5), please include this contract number on your PO

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Pricing Proposal
Quotation #: 10845408
Created On: Jan-07-2016
Valid Until: Jan-31-2016

County of Le Sueur MN

Inside Account Executive

Scott Gerr

Phone: (507) 357-8286
Fax:
Email: sgerr@co.le-sueur.mn.us

Bill Scioscia

33 Knightsbridge Road
Piscataway, NJ, 08854
Phone: 732-564-8554
Fax: 732-564-8224
Email: Bill_Scioscia@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 FortiMail 400B 1 Yr 8x5 Bundle Renewal FORTINET - UCC - Part#: FC-10-00412-954-02-12 Note: Coterm Through March 28th 2017	1	\$1,371.00	\$1,371.00
		Subtotal	\$1,371.00
		Shipping	\$0.00
		Total	\$1,371.00

Additional Comments

If you are using SHI's contract# #48196 release C1046(5), please include this contract number on your PO

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND®

ITsavvy LLC
 313 South Rohlwing Road
 Addison, IL 60101
 www.ITsavvy.com

Quote Details	
Quote #:	2802234
Date:	01/12/2016
Payment Method:	Net 30 Days
Client PO#:	
Shipping Method:	Ground

Bill To:
 Le Sueur County
 Accounts Payable
 88 S Park Ave
 Le Center, MN 56057
 507-357-8286

Ship To:
 Le Sueur County
 Jeff Neisen
 88 S Park Ave
 Le Center, MN 56057-1658
 United States
 507-357-8286

Client Contact:
 Jay Hanna
 (P) 507-357-8579
 jhanna@co.le-sueur.mn.us

Client Executive:
 Jason Hawkins
 (P) 630.396.6318
 (F) 630.396.6322
 jhawkins@ITsavvy.com

Description: Desktops

Item Description	Part #	Tax	Qty	Unit Price	Total
1 HP ProDesk 600 G1 SFF - 1 x Core i5 4590 / 3.3 GHz - RAM 4 GB - HDD 500 GB - DVD SuperMulti - HD Graphics 4600 - GigE - Windows 7 Pro 64-bit / Windows 8.1 Pro downgrade - pre-installed: Windows 7 - vPro - Monitor : none - Smart Buy Manufacturer Part #: G5R58UT#ABA	16040889	Y	62	\$609.40	\$37,782.80
2 Acer Veriton X4630G_E2 SFF - 1 x Core i5 4590 / 3.3 GHz - RAM 4 GB - HDD 500 GB - DVD SuperMulti - HD Graphics 4600 - GigE - Windows 7 Pro 64-bit / Windows 8.1 Pro 64-bit downgrade - Monitor : none Manufacturer Part #: DT.VLAAA.005	16233810	Y	62	\$599.05	\$37,141.10
3 Crucial DDR3 - 4 GB - DIMM 240-pin - 1600 MHz / PC3-12800 - CL11 - 1.5 V - unbuffered - non-ECC Manufacturer Part #: CT51264BA160BJ	14452986	Y	62	\$18.00	\$1,116.00

Subtotal: \$76,039.90
 Shipping: \$0.00
 Tax: Exempt
TOTAL: \$76,039.90

ITsavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

All non-reoccurring services are 50% due upon signing of contract, 40% due upon delivery of equipment, balance due upon install.

ITsavvy's General Terms and Conditions of Sale, which can be found at www.ITsavvy.com/termsandconditions, shall apply to and are incorporated into all agreements with Client, including all Orders.

Printed Name: _____

Title: _____

Authorized Signature: _____

Date: _____

Le Sueur County, MN

Tuesday, January 19, 2016

Board Meeting

Item 8

10:55 a.m. Miranda Rosa (5 min)

RE: Drug Court Contract

Staff Contact:

Le Sueur County Drug Court Contract

This contract is for professional/technical services between Wagner & Wagner Evaluation and Consulting Services (“Contractor”) and the Le Sueur County Drug Court (“LSCDC”).

1. By written acceptance below, the Contractor agrees to perform the following work:
 - a) The proposed evaluation will address the following tasks in order to provide an understanding of program effectiveness and document the level of success in meeting performance benchmarks for the Ten Key Components of Drug Court, and the degree to which stated goals and objectives are achieved. Recommendations for program improvement will be included along with a presentation/training on the findings and recommendations.

Tasks:

- i. Assess program operations, implementation and overall service delivery – process evaluation.
- ii. Program outcomes and impact on drug court participants – impact and outcome evaluation.
- iii. A brief cost-benefit analysis, comparing Le Sueur County Drug Court costs versus “business as usual.”
- iv. Provide a final report, electronically, that includes recommendations for program improvement.
- v. Conduct a brief oral presentation updating Le Sueur County Drug Court and the Le Sueur County Board of Commissioners on early evaluation findings by 7/30/16.
- vi. Conduct an oral presentation summarizing the findings of the evaluation to the Le Sueur County Drug Court Team and Steering Committee and provide a written copy of the full evaluation by 9/30/18.

2. Consideration and Terms of Payment

Agreement Begin Date: _____ Agreement End Date: 9/30/18

The total amount of compensation that LSCDC agrees to pay for this contract is: **\$8,000.00**. Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONTRACTOR in performance of this contract is included in the hourly rate.

The Contractor must submit one invoice upon completion of the above services by 9/30/18 to:

Miranda Rosa
Le Sueur County Courthouse
88 S. Park Avenue
Le Center, MN 56057

3. **Conditions of Payment.** All services provided by the Contractor pursuant to this agreement must be performed to the satisfaction of the LSCDC, as determined in the sole discretion of the LSCDC, and not in violation of any federal, LSCDC or local laws,

ordinances, rules and regulations. The Contractor will not receive payment for work found by the LSCDC to be unsatisfactory, or performed in violation of federal, LSCDC or local law, ordinance, rule or regulation. Invoices will be paid when the LSCDC's authorized agent determines that the Contractor has satisfactorily fulfilled the terms of this agreement.

4. **Cancellation.** This agreement may be cancelled by the LSCDC at any time, with or without cause, upon written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
5. **Amendments; Assignments.** Any amendments or modifications to this agreement must be in writing and will not be effective until executed by the same parties who executed this agreement or their successors in office. This contract shall not be amended to compensate the vendor over \$8,000.00. Contractor shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the LSCDC.
6. **Liability.** The Contractor agrees to indemnify, save, and hold the LSCDC, its employees and representatives harmless from any and all claims or causes of action, including attorneys' fees incurred by the LSCDC, arising from the performance of this agreement by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the LSCDC's failure to fulfill its obligations pursuant to this agreement.
7. **LSCDC Audit.** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this agreement must be made available and subject to examination by the LSCDC, including the LSCDC, Legislative Auditor, and LSCDC Auditor, for a minimum of six years from the end of this agreement.
8. **Authorized Representative.** The LSCDC's authorized representative for purposes of administration of this contract is Miranda Rosa. Such representative shall have final authority for acceptance of Contractor's services and approval of invoices.
9. **Confidentiality, Disclosure and Use.** The Contractor shall not disclose to any third party any information that is both: (A) made available by the LSCDC or its agents to Contractor in order to permit Contractor to perform hereunder or is created, gathered, generated or acquired in accordance with this agreement; and (B) inaccessible to the public pursuant to the Rules of Public Access of the Judicial Branch promulgated by the Minnesota Supreme Court. If the Contractor receives a request to release information referred to in this Clause, the Contractor must immediately notify LSCDC. The LSCDC will give the Contractor instructions concerning the release of the information to the requesting party before the information is released. Contractor acknowledges that the LSCDC will be irreparably harmed if Contractor's obligations under this section and section 9 are not specifically enforced and that the LSCDC would not have an adequate remedy at law in the event of actual or threatened violations of this section. Therefore,

without limiting section 5 of this contract, Contractor agrees that the LSCDC shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by Contractor without the necessity of the LSCDC showing actual damages or that monetary damage would not afford an adequate remedy. Contractor shall be liable to the LSCDC for reasonable attorney's fees incurred by the LSCDC in obtaining any relief pursuant to this provision.

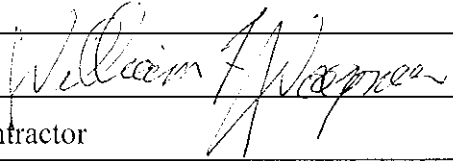
10. **Data Disclosure.** Under Minnesota Statutes, Section 270C.65, Subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the LSCDC, to federal and state agencies and LSCDC personnel involved in the payment of LSCDC obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
11. **Jurisdiction and Venue.** This agreement is governed by the laws of the LSCDC of Minnesota. Venue for all legal proceedings arising out of this agreement, or breach thereof, will be in Le Sueur County District Court.
12. **Endorsements; Publicity.** Contractor must not claim that the LSCDC endorses its products or services. Any publicity regarding the subject matter of this contract must not be released without the prior written approval from the LSCDC's Authorized Representative, but either party may without prior approval disclose to the public the existence of this contract, the parties to the contract, and the material terms of the contract, including price, projected term, and scope of work.
13. **Notice.** Any written notice under this contract shall be deemed to have been received when: (A) personally delivered; (B) sent by confirmed facsimile transmission or telegram; (C) sent by commercial overnight courier with written verification of receipt; or (D) seventy-two (72) hours after it has been deposited in the United State's mail, first class, proper postage prepaid, addressed to the party to whom it is intended at: (1) the address first set forth herein, if to Contractor; (2) at the invoice address set forth herein, if to the LSCDC; or (3) at such other address of which written notice has been given in accordance with this contract.
14. **Facilities and Use Conditions.** Without limiting Contractor's responsibilities under any other section of this contract, to the extent that Contractor utilizes LSCDC provided on-site facilities (including, but not limited to, computers, desks, Internet connections, etc.) to perform Contractor's duties under this contract, Contractor must comply with all policies of the LSCDC and the Minnesota judicial branch as they relate to the acceptable use or operation of LSCDC facilities, including, without limitation, the Minnesota State Court System Policies on the Use of the Internet and Other Electronic Communication Tools and on Drug Free Workplace as the same may be amended and replaced from time to time.

15. **Surviving Duties.** The provisions of sections 4, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17 and 18 survive any termination of this contract and so do any other provisions which by their nature would be intended or expected to survive termination.
16. **Interpretation; Integration.** Failure by either Party at any time to enforce any of the provisions of this contract or any right or remedy available under this contract or at law or in equity, or to exercise any option in this contract, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this contract. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed. Every provision of this contract shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this contract so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this contract, and all other provisions shall remain in full force and effect. This contract sets forth the entire agreement and understanding between the Parties regarding the subject matter of the contract and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter; provided that all terms and conditions of all preexisting contracts or agreements between the parties shall continue in full force and effect except as supplemented, modified or superseded by this contract.
17. **Patents.** In the event Contractor establishes a project which, although closely related, falls outside the planned and committed activities of the contract activities referenced herein, and the project does not diminish or distract from the performance of Contractor's obligations herein, Contractor's non-funded project shall not be subject to the terms of this contract, nor subject to the conditions referenced in 37 CRF 401, et. seq. In this instance, discretion shall lie with the LSCDC. Should such a project be claimed by Contractor to be the product of a non-contractual and non-funded activity, and be challenged by LSCDC, the challenge is appealable as described in 37 CFR 401.11(d).
18. **Rights in Data and Copyrights.** Contractor recognizes that the Office of Justice Programs and the Le Sueur County Drug Court reserve the right to use any material copyrighted by the Contractor for government purposes.

The Contractor must sign its approval in the designated signature block and return the original signed Agreement to the address shown below, prior to the commencement of services.

1. CONTRACTOR:

Person signing attests that they are legally authorized to bind Contractor under applicable by-laws, articles, resolutions or ordinance.

Signed:	
Title:	Contractor
Date:	1/11/16

2. LE SUEUR COUNTY DRUG COURT TEAM: (authorized signature) :

By:
Title: Drug Court Coordinator
Date:



Le Sueur County, MN

Tuesday, January 19, 2016

Board Meeting

Item 9

11:00 a.m. Human Resources (10 min)

Staff Contact:



Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057
Telephone: 507-357-8517 • Fax: 507-357-8607
Cindy Westerhouse – Human Resources Director

HUMAN RESOURCES

AGENDA ITEMS

January 19, 2016

Recommendation to hire Julie Hartwig, part time Registered Nurse (WIC Nutrition Educator) in Public Health as a Grade 10, Step 6 at \$26.40 per hour, effective January 20, 2016.

Recommendation to hire Julie Ulrich, part time Jailer/Dispatcher in the Sheriff's Office as a Grade 6, Step 1 at \$17.50 per hour, effective January 20, 2016.

Recommendation to post and advertise for a Septic Inspector in Environmental, Planning and Zoning as a Grade 10, Step 1 at \$22.09 per hour.

Recommendation to post and advertise for three full time Accounting/Licensing Clerks in the Auditor – Treasurers Office as a Grade 7, Step 1 at \$18.54 per hour.

Recommendation to approve and sign the Le Sueur County Telecommute Agreement with Miranda Rosa effective January 15, 2016 to January 15, 2017.

Recommendation to accept the resignation of Sara Junker, full time Agency Social Worker in Human Services, effective January 28, 2016. Sara has been with Le Sueur County since November 2015.

Recommendation to post and request the merit list for a full time Agency Social Worker in Human Services as a Grade 10, Step 1 at \$22.09.

Recommendation to request Springsted to conduct a market survey for Le Sueur County.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, January 19, 2016

Board Meeting

Item 10

11:10 a.m. Human Services Remodel Project Bid Award (5 min)

Staff Contact:

Le Sueur County Human Services Remodeling Bid Results 1/7/16							
Company/Contractor		Base Bid	Alt 1	Alt 2	Alt 3	Alt 4	Alt 5
			Drain Tile	De-humidification	Humidification	Retrofit Lighting	Exhaust Duct/Shaft
APX Construction	Labor	\$101,885.82	\$35,618.40	\$6,156.00	\$6,696.00	\$1,857.60	\$6,350.40
	Materials	\$173,234.46	\$24,501.96	\$17,436.60	\$4,449.60	\$6,485.46	\$3,278.88
	Totals	\$275,120.28	\$60,120.36	\$23,592.60	\$11,145.60	\$8,343.06	\$9,629.28
Brennan Co.	Labor	\$80,100.00	\$44,775.00	\$13,700.00	\$15,500.00	\$1,450.00	\$11,800.00
	Materials	\$90,500.00	\$20,500.00	\$37,000.00	\$15,000.00	\$6,400.00	\$6,400.00
	Totals	\$170,600.00	\$65,275.00	\$50,700.00	\$30,500.00	\$7,850.00	\$18,200.00
Ebert Const	Labor	\$67,799.00	\$69,452.00	\$13,266.00	\$15,020.00	\$1,823.00	\$18,640.00
	Materials	\$131,001.00	\$23,161.00	\$35,865.00	\$14,591.00	\$6,365.00	\$7,214.00
	Totals	\$198,800.00	\$92,613.00	\$49,131.00	\$29,611.00	\$8,188.00	\$25,854.00
JS Cates Const	Labor	\$130,000.00	\$30,000.00	\$25,000.00	\$15,000.00	\$4,000.00	\$12,000.00
	Materials	\$55,000.00	\$30,000.00	\$25,000.00	\$15,000.00	\$4,000.00	\$12,000.00
	Totals	\$185,000.00	\$60,000.00	\$50,000.00	\$30,000.00	\$8,000.00	\$24,000.00
Met Con Co.	Labor	\$152,500.00	\$51,000.00	\$16,000.00	\$16,000.00	\$2,000.00	\$12,000.00
	Materials	\$69,400.00	\$21,000.00	\$34,000.00	\$14,000.00	\$6,000.00	\$7,000.00
	Totals	\$221,900.00	\$72,000.00	\$50,000.00	\$30,000.00	\$8,000.00	\$19,000.00
Mohrs Const	Labor	\$94,512.00	\$16,434.00	\$3,500.00	\$5,600.00	\$1,892.00	\$5,600.00
	Materials	\$81,988.00	\$12,337.00	\$35,000.00	\$17,000.00	\$6,605.00	\$6,500.00
	Totals	\$176,500.00	\$28,771.00	\$38,500.00	\$22,600.00	\$8,497.00	\$12,100.00
Wilcon Const	Labor	\$133,636.00	\$56,611.00	\$24,415.00	\$21,591.00	\$4,464.00	\$17,670.00
	Materials	\$68,021.00	\$17,242.00	\$33,835.00	\$13,765.00	\$6,005.00	\$5,956.00
	Totals	\$201,657.00	\$73,853.00	\$58,250.00	\$35,356.00	\$10,469.00	\$23,626.00

Le Sueur County Human Services Remodeling Bid Results 1/7/16						
Company/Contractor	Base Bid	Alt 1	Alt 2	Alt 3	Alt 4	Alt 5
		Drain Tile	De-humidification	Humidification	Retrofit Lighting	Exhaust Duct/Shaft
Company/Contractor		+	+	+	+	+
	Base Bid	Drain Tile	De-humidification	Humidification	Retrofit Lighting	Exhaust Duct/Shaft
APX Construction	\$275,120.28	\$335,240.64	\$358,833.24	\$369,978.84		\$379,608.12
Company/Contractor		+	+	+	+	+
	Base Bid	Drain Tile	De-humidification	Humidification	Retrofit Lighting	Exhaust Duct/Shaft
Brennan Co.	\$170,600.00	\$235,875.00	\$286,575.00	\$317,075.00		\$335,275.00
Company/Contractor		+	+	+	+	+
	Base Bid	Drain Tile	De-humidification	Humidification	Retrofit Lighting	Exhaust Duct/Shaft
Ebert Const	\$198,800.00	\$291,413.00	\$340,544.00	\$370,155.00		\$396,009.00
Company/Contractor		+	+	+	+	+
	Base Bid	Drain Tile	De-humidification	Humidification	Retrofit Lighting	Exhaust Duct/Shaft
JS Cates Const	\$185,000.00	\$245,000.00	\$295,000.00	\$325,000.00		\$349,000.00
Company/Contractor		+	+	+	+	+
	Base Bid	Drain Tile	De-humidification	Humidification	Retrofit Lighting	Exhaust Duct/Shaft
Met Con Co.	\$221,900.00	\$293,900.00	\$343,900.00	\$373,900.00		\$392,900.00
Company/Contractor		+	+	+	+	+
	Base Bid	Drain Tile	De-humidification	Humidification	Retrofit Lighting	Exhaust Duct/Shaft
Mohrs Const	\$176,500.00	\$205,271.00	\$243,771.00	\$266,371.00		\$278,471.00
Company/Contractor		+	+	+	+	+
	Base Bid	Drain Tile	De-humidification	Humidification	Retrofit Lighting	Exhaust Duct/Shaft
Wilcon Const	\$201,657.00	\$275,510.00	\$333,760.00	\$369,116.00		\$392,742.00



Le Sueur County, MN

Tuesday, January 19, 2016

Board Meeting

Item 11

11:15 a.m. Darrell Pettis, County Administrator/Engineer

RE: Out of State Travel Request for Tom Beer, ATSSA Conference in Fargo, ND March 14-16, 2016

RE: Trailer Purchase Request

RE: Hwy 169 Mobility Study

RE: Approve HSIP Contract for Local Improvements

Staff Contact:

TITAN MACHINERY

6340 Hwy 101
Shakopee Mn 55379

Quotation

DATE 1/4/2016

Tim Pittman

Field Marketer

timothy.pittman@titanmachinery.com

612-708-4578 Mobile

952-445-5400 - Office

952-445-0365 - Fax

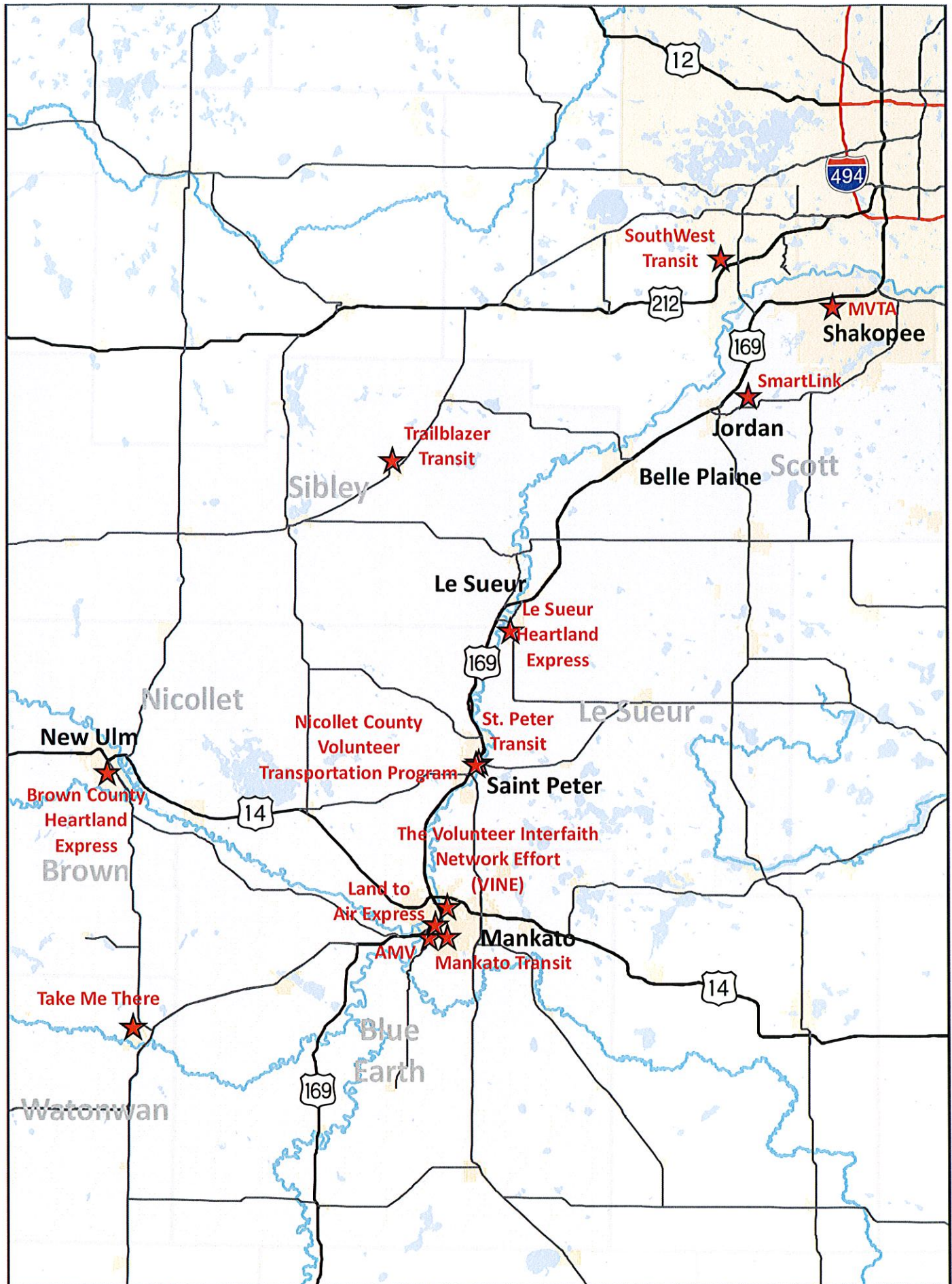
Le Sueur County
Attn Andy
Le Center MN

Reference:

Quantity	Description	Total
1	2016 Towmaster T-50TA Air Tilt	\$ 34,795.00
	DOT Inspection	\$ 95.00
	26' deck	std
	7' beaver tail	std
	102" wide	std
	3 axle 22.5K oil bath	std
	Air brake 2s/2m sensors on 1 axle	std
	215/75Rx17.5 H tires	std
	8 bolt outboard hub piloted steel	std
	25K 2 speed jack	std
	LED Lights	std
	6' x 36" Air Operated wood filled Ramps	\$ 3,415.00
	10 D Ring tie downs	std
	12K Electric Winch w/ remote	\$ 2,695.00
	Sub Total	\$ 41,000.00
	Less State bid Discounts	\$ (6,150.00)
	75 Day Lead Time	
	Freight FOB Shakopee MN	\$ 195.00
	Trailer subject to FET Tax & State Excise tax when applicable	
	TOTAL	\$35,045

PLUS TAX

If you have any questions concerning this quotation, please contact me at the number noted above.





Building a Better World
for All of Us[®]

October 19, 2015

RE: Le Sueur County Highway Department
HSIP Lighting Improvements
SEH No. LESUR 125501 14.00

Mr. Greg Drent
Electrical Director
Le Sueur Municipal Utilities
505 Boright Street
Le Sueur, MN 56058

Dear Mr. Greg Drent:

I am writing as follow up to our past discussions related to the Le Sueur County Highway Safety Improvement Program (HSIP) - Rural Intersection Lighting Project, which is planned within portions of your service area. There is 1 intersection identified within your service area, identified as intersection No. 27 on the attached plan.

Attached for your review and execution is the "Contract for Local Improvement", which is required for Le Sueur County to be eligible for the federal funding available for this project. If you have any questions on agreement, please contact Project Manager, Chris Cavett in our Mankato Office at 877.316.7636.

Note: the Buy American specifications are a requirement of the project funding and may apply to this work. Please review the attached specifications, MnDOT 1601.

Please provide us with an updated cost estimate and work order agreement for the proposed work and return a scan copy of those documents and the executed agreement to me at afelber@sehinc.com.

Contact me with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Andrew Felber".

Andrew Felber
Sr. Electrical Technician

cmc/af

Attachments:

1. Contract for Local Improvement
2. Stipulation for Foreign Iron or Steel Materials / MnDOT 1601
3. Lighting Plans relative to your service area, Sheets 29

c: Chris Cavett, SEH

Darrell Pettis, Le Sueur County Engineer

\\sp3020-1\projects\ko\lesur\128501\5-final-dsgn\51-const-dwgs-cad\utility contracts\ismu\rfp to utilities - boiler plate 10-7-2015.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

STIPULATION FOR FOREIGN IRON OR STEEL MATERIALS

The attached form is for use when the Contractor plans on using and/or supplying ANY foreign iron or steel materials on a Federal Aid Project. The Contractor is directed to the Proposal to determine if this Stipulation is required for a specific project.

S-X

(1601) SOURCE OF SUPPLY AND QUALITY

The provisions of Mn/DOT 1601 are supplemented as follows:

In conformance with the provisions of the U.S. Code of Federal Regulations 23CFR635.410 the Contractor will furnish and use only steel and iron materials that have been melted and manufactured in the United States,. Foreign source materials are any domestic products taken out of the United States for any process (e.g. change of chemical content, permanent shape or size, or final finish of product).

All bids must be based on furnishing domestic iron and steel, which includes the application of the coating, except where the cost of iron and steel materials incorporated in the work does not exceed one-tenth of one percent of the total Contract cost or \$2,500.00, whichever is greater. The state may approve the use of foreign iron and steel materials for particular Contract items, provided the bidder submits, a stipulation identifying the foreign source iron and/or steel product(s) and the estimated invoice cost of the product(s), for one or more of the Contract bid items. The Contractor shall submit a "Stipulation for Foreign Iron or Steel Materials" form for each stipulation with the Contractor's proposal. **If the Contractor chooses to use ANY non-domestic iron or steel, the Contractor must submit a stipulation with the proposal.**

Prior to performing work the Contractor shall submit to the Engineer a certification stating that all iron and steel items supplied are of domestic origin, except for non-domestic iron and steel specifically stipulated and permitted in accordance with the paragraph above.

Source of Supply and Quality: MnDOT 1604 is supplemented as follows: All costs of shop inspection at plants outside the United States shall be borne by the Contractor. Monies due or to become due the Contractor will be reduced according to these costs.

Partial Payment: All provisions for partial payments shall apply to domestic materials only. The Contractor will not receive payment for materials manufactured outside of the United States until such materials are delivered to the job site.

Alternate Bidding Process. Unless an alternate bidding process is specified, use of foreign steel and iron products in quantities in greater than provided above is not permitted. When the alternate bidding process is permitted the Contract may be awarded to the bidder who submits the lowest total bid based on furnishing domestic iron or steel unless such total bid exceeds the lowest total bid based on foreign materials by more than 25 percent.

CONTRACT FOR LOCAL IMPROVEMENT

I. This Agreement is made this 4 day of January, 2016, between the Le Sueur County, Minnesota (hereinafter, the County), and Le Sueur Municipal Utilities of City: Le Sueur State: MN Zip: 56058 (hereinafter, the Utility).

II. The Utility agrees to furnish all materials, tools, equipment, and labor necessary in the construction and installation of **Rural Intersection Lighting Improvements, SP 040-070-004, HSIP 4015 (116)**, (hereinafter, the Project) all in conformity with the Project's plans which are incorporated into this Agreement.

III. Work will be completed by the Utility at the following intersections, as referenced in the plan set titled Intersection Lighting Improvements, SP 040-070-004 and dated 5/28/2015:

Intersection: 27.

IV. Utility will prepare an updated quote and Work Order Agreement to be executed with the County, along with this Contract.

V. Due to the federal funding for this work, Utility shall abide by the attached "Stipulation for Foreign Iron or Steel Materials", as it may apply to the proposed work. In accordance with MnDOT 1601, the Utility's proposed fee shall be based on supplying material(s) that have been melted and manufactured in the United States, except where the cost of the iron and steel products incorporated in the work does not exceed 1/10th of 1% of the total cost, or \$2,500, whichever is Greater.

VI. Utility's Work and labor shall be subject to the inspection and approval of the Engineer designated by the County to oversee the Work.

VII. Utility will own, operate and maintain lighting facilities after the work is completed and invoice the County the monthly utility lighting fee.

VIII. The Utility shall commence Work on the Project after October 7, 2015. The Utility shall proceed diligently and agrees to complete the Project to the satisfaction and approval of the County's Engineer on or before May 15, 2016. The Utility agrees to notify the County in writing of any cause of delay of the Project.

IX. Utility shall comply with all applicable Federal, State and local laws, ordinances and regulations.

X. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from

participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the County to carry out the above requirements.

XI. Workers' Compensation. Any and all employees of the Utility or other persons while engaged in the performance of any work or services required or permitted by the Utility under this agreement will not be considered employees of County, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of County. The Utility will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.

XII. The Utility agrees to defend, indemnify, and hold the County and SEH harmless from and against any and all claims, suits, and actions against, and all loss, damage, costs, or expense to the County arising from any infringement or claim of infringement of any letters, patent, or patent rights upon or covering any patented article furnished or installed by the Contractor under this contract for the County, of from or by reason of the use by the County of any patented article or articles furnished or installed by the Utility for the County under this contract.

XIII. The Utility agrees to defend, indemnify and hold the County and SEH harmless from all damages and claims for damages that may arise by reason of the Utility's negligence or violation of the Utility's agents or employees, while engaged in the performance of this contract. The Utility agrees to take all precautions necessary to protect the public against injury, and to keep danger signals out at night and at such other times and such places as public safety may require. In addition, Utility agrees to keep in force statutory workers' compensation insurance.

XIV. In consideration of the covenants and agreements stated above, the County agrees to pay the Utility the sum mentioned in the Quote Form / Work Order Agreement of the Utility in the amount of: \$ 4500.00, a copy of which Quote Form is attached hereto and made a part of this contract.

XV. Utility will send a final invoice to County once work is completed.

XVI. Nothing in this agreement shall be construed to waive any immunities or limitations to which the County is entitled under Minn. Stat. Chapter 466 or otherwise.

XVII. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs County liability.

XVIII. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.

XIX. Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.

XX. This agreement will be effective upon execution by the Utility and by appropriate County officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

XXI. This agreement may be terminated by the Utility or County at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the Utility as set forth in this Agreement. In the event of such termination the Utility will be entitled to reimbursement for County-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of termination subject to the terms of this agreement.

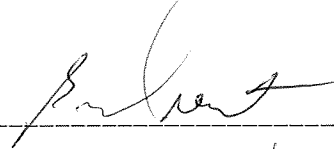
IN WITNESS WHEREOF, the parties have caused this agreement to be signed on their behalf by the proper officers thereunto duly authorized and their corporate seal to be hereto affixed, the day and year first above written.

In the presence of:

Le Sueur County, Minnesota

Utility: Le Sueur Municipal Utilities

By: _____

By:  _____

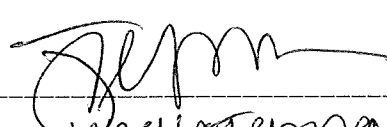
Date: _____

Name: Greg Drent

Title: _____

Title: Public Service Director

By: _____

By:  _____

Date: _____

Name: Jennifer Steppen

Title: _____

Title: City Administrator

\\sp3020-1\projects\KO\L\Lesur\12850115-final-dsgn\51-const-dwgs-CAD\Utility Contracts\LSMU\Contract for Local Impr - Boiler Plate - 10-7-2015.docx

QUOTE

Andrew,

Here is a quote to install the two lights on co 26 and 152 as we have talked about. We will be installing a meter socket underground wire to the lights. We will have to bore under co rd 26 to service the light by the stop sign. The cost to install the poles, lights and meter socket is \$4500.00. Going forward the county will be billed for the electric used at the lights.

If you need any other information please let me know



Greg Drent

Interim Public Service Director

City of LeSueur



Le Sueur County, MN

Tuesday, January 19, 2016

Board Meeting

Item 12

Future Meetings

Staff Contact:

Future Meetings 2016

January 18, 2016	Offices Closed – Martin Luther King Jr. Day
January 19, 2016	Board Meeting, 9:00 a.m. * Public Hearing CD #28, 10:00 a.m. and #69, 10:20 a.m.
January 21, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
January 26, 2016	Board Meeting 9:00 a.m. *2016 County Board Goals Workshop
February 2, 2016	Board Meeting 9:00 a.m.
February 9, 2016	No Board Meeting
February 11, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
February 15, 2016	Offices Closed – President’s Day
February 16, 2016	Board Meeting, 9:00 a.m. *CHB Meeting, 1:00 p.m. Waterville Senior Center
February 18, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
February 23, 2016	Board Meeting, 9:00 a.m.
March 1, 2016	Board Meeting 9:00 a.m.
March 8, 2016	No Board Meeting